



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
COMMONWEALTH KEYSTONE BUILDING  
400 NORTH STREET, HARRISBURG, PA 17120

BUREAU OF  
INVESTIGATION  
&  
ENFORCEMENT

February 3, 2026

**Via Electronic Filing**

Matthew L. Homsher, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

Re: Pennsylvania Public Utility Commission,  
Bureau of Investigation and Enforcement v.  
Verizon Pennsylvania LLC  
Docket No. M-2026-3054795  
**Joint Petition for Approval of Settlement**

Dear Secretary Homsher:

Enclosed for electronic filing is the Joint Petition for Approval of Settlement in the above-referenced proceeding, as well as the following Appendices: Appendix A – Statement of the Bureau of Investigation and Enforcement in Support of the Joint Petition for Approval of Settlement, Appendix B – Verizon Pennsylvania LLC’s Statement in Support of Settlement, and Appendix C – Proposed Ordering Paragraphs.

Copies have been served on the parties of record in accordance with the Certificate of Service. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'G. Rosul', is written over a light blue circular stamp.

Grant Rosul  
Prosecutor  
Bureau of Investigation and Enforcement  
PA Attorney ID No. 318204  
(717) 783-5243  
[grosul@pa.gov](mailto:grosul@pa.gov)

GR/nb  
Enclosures

cc: Stephanie Wimer, Deputy Chief Prosecutor, I&E-Enf (via email – [stwimer@pa.gov](mailto:stwimer@pa.gov))  
Office of Special Assistants (via email – [ra-OSA@pa.gov](mailto:ra-OSA@pa.gov))  
As per Certificate of Service

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement	:	
	:	
v.	:	Docket No. M-2026-3054795
	:	
Verizon Pennsylvania LLC	:	

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**JOINT PETITION FOR APPROVAL OF SETTLEMENT**

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**TO THE HONORABLE PENNSYLVANIA PUBLIC UTILITY COMMISSION:**

Pursuant to 52 Pa. Code §§ 5.41 and 5.232, the Pennsylvania Public Utility Commission’s (“Commission”) Bureau of Investigation and Enforcement (“I&E”) and Verizon Pennsylvania LLC (“Verizon” or “the Company”) hereby submit this Joint Petition for Approval of Settlement (“Settlement” or “Settlement Agreement”) to resolve all issues related to the above-docketed informal investigation.

As part of this Settlement Agreement, I&E and Verizon Pennsylvania LLC (hereinafter referred to collectively as the “Parties”) respectfully request that the Commission enter a Final Opinion and Order approving the Settlement without modification. A Statement in Support of the Settlement expressing the views of I&E, is attached hereto as Appendix A. A Statement in Support of the Settlement expressing the views of Verizon is attached hereto as Appendix B. Proposed Ordering Paragraphs are attached hereto as Appendix C.

## **I. INTRODUCTION**

1. The Parties to this Settlement Agreement are the Pennsylvania Public Utility Commission's Bureau of Investigation and Enforcement, by its prosecuting attorneys, with a principal address of Commonwealth Keystone Building, 400 North Street, Harrisburg, PA 17120 and Verizon Pennsylvania LLC with its principal place of business at 900 Race Street, 6<sup>th</sup> Floor, Philadelphia, PA 19007.

2. The Commission is a duly constituted agency of the Commonwealth of Pennsylvania empowered to regulate public utilities within this Commonwealth as well as other entities subject to its jurisdiction, pursuant to the Public Utility Code (the "Code"), 66 Pa.C.S. §§ 101, *et seq.*

3. I&E is the entity established to prosecute complaints against public utilities and other entities subject to the Commission's jurisdiction pursuant to 66 Pa.C.S. § 308.2(a)(11); *See also Implementation of Act 129 of 2008; Organization of Bureaus and Offices*, Docket No. M-2008-2071852 (Order entered August 11, 2011) (delegating authority to initiate proceedings that are prosecutory in nature to I&E).

4. Section 501(a) of the Pennsylvania Public Utility Code ("Code"), 66 Pa.C.S. § 501(a), authorizes and obligates the Commission to execute and enforce the provisions of the Code.

5. Section 701 of the Code, 66 Pa.C.S. § 701, authorizes the Commission, *inter alia*, to hear and determine complaints alleging a violation of any law or regulation that the Commission has jurisdiction to administer.

6. Section 3301 of the Code, 66 Pa.C.S. § 3301, authorizes the Commission to impose civil penalties on any public utility or on any other person or corporation subject to the Commission's authority for violations of the Code, the Commission's regulations, or both. Section 3301 allows for the imposition of a fine for each violation and each day's continuance of such violation(s). 66 Pa.C.S. § 3301.

7. Verizon is a "public utility" as that term is defined at 66 Pa.C.S. § 102 as it is engaged in providing public utility service as an incumbent local exchange carrier ("ILEC"), Competitive Access Provider, and Interexchange Carrier in the Commonwealth of Pennsylvania to the public for compensation.

8. Verizon is a local exchange telecommunications company as that term is defined at 66 Pa.C.S. § 3012.

9. Verizon, as a public utility, is subject to the power and authority of the Commission pursuant to Section 501(c) of the Code, 66 Pa.C.S. § 501(c), which requires a public utility to comply with Commission regulations and orders.

10. Pursuant to the provisions of the applicable Commonwealth statutes and regulations, the Commission has jurisdiction over the subject matter and the actions of Verizon in its capacity as a provider of Commission-regulated telephone service.

11. Pursuant to Sections 331(a) and 506 of the Code, 66 Pa.C.S. §§ 331(a) and 506 and Section 3.113 of the Commission's regulations, 52 Pa. Code § 3.113, the Commission has the authority to conduct informal investigations or informal proceedings in order to gather data and/or to substantiate allegations of potential violations of the Commission's regulations.

## **II. BACKGROUND**

12. On March 1, 2023, Mr. and Mrs. Y. (“the Y’s”) were awakened in their home just after midnight by loud banging at their front door and bright lights being flashed through their windows.

13. The Y’s home is in a rural location in Warrington Township, York County, Pennsylvania, set back from the road, and is protected by a six-foot security gate.

14. Mrs. Y armed herself and went toward the front door.

15. Upon seeing Mrs. Y., a Pennsylvania State Police (“PSP”) officer instructed her to drop her weapon.

16. Hearing this, Mr. Y. also armed himself and approached the front entryway from a different room in the house.

17. Upon observing that the people at their front door were in fact PSP officers, the Y’s disarmed themselves and spoke with the officers.

18. The PSP officers informed them that they had breached the security gate and were responding to a 911 call from the Y’s residence.

19. However, the Y’s had not made any call to 911.

20. The phenomenon where a call is directed to and received by 911 emergency services from a certain telephone number but was not actually placed or dialed by any person from that number is referred to as a “phantom 911” call.

21. On April 4, 2025, Senator Dawn Keefer sent a letter to the Commissioners requesting an investigation of this phantom 911 call and resulting incident.

22. On July 18, 2025, I&E sent Verizon a letter informing the company that it was investigating the March 1, 2023, phantom 911 call.

23. On August 20, 2025, I&E sent Verizon a Data Request – Set I, requesting responses to nine data requests.

24. On September 9, 2025, Verizon timely provided its Response to I&E’s Data Request – Set I.

25. Verizon’s Response informed I&E that on March 1, 2023, at 12:56 P.M., Verizon received a report of trouble from the Y’s phone number and opened a trouble ticket.

26. The call taker’s summary of the report was that the caller reported heavy static on the line and that they could neither receive nor make calls.

27. A technician responded to the Y’s location the same day and made a repair.

28. The technician’s summary report stated that the technician repaired a temporary splice on a buried copper telephone cable.

29. The splice was repaired by Verizon within 24 hours of the March 1, 2023, phantom 911 call.

30. Phantom 911 calls from copper landlines are a rare occurrence but can be caused by electrical shorts in wiring that are interpreted as the signals for dialing the numbers “911” by the telephone company’s central switch. This can happen if a copper wire in the circuit is damaged or wet, or from a faulty telephone hand set or a hand set left off the hook.

31. Verizon stated in its Response that it cannot conclusively prove that the trouble with the temporary splice caused the phantom 911 call, but based on the available evidence (the fact that the customer reported the phantom 911 call and that the temporary splice had a fault that was causing static) it was reasonable to conclude that the fault in the copper line caused it to generate electrical signals that the switch interpreted as dialing 911. The solution to this type of situation is to repair the copper facilities to remove the short or other fault.

32. Verizon repaired the line the same day, and Verizon's Response indicated that it subsequently carried out more substantial maintenance on the copper facilities serving the Y's address and other customers in the area, including replacing large portions of the copper cable serving the area to proactively prevent service issues.

33. Included with Verizon's Response was a description of other trouble call tickets at the Y's residence. The duration and description provided by Verizon for those trouble calls is as follows:

- A. April 23 to April 24, 2023: No dial tone, fault found in buried cable;
- B. January 8 to January 15, 2024: No dial tone, rodent chewed cable in terminal;
- C. January 28 to February 5, 2024: No dial tone, pair Gain Multiplexer changed;
- D. February 13 to February 22, 2024: No dial tone, auto closed via contact engine; and
- E. January 15 to January 17, 2025: No dial tone, transmission and signaling equipment power issue at MUX (multiplexer).

34. Verizon's Response also included copies of follow-up communication between Verizon and the Y's, wherein Verizon offered a credit to their bill for the phantom 911 incident as well as for the disruptions in service for the trouble calls described in Paragraph 33, *supra*.

### **III. ALLEGED VIOLATIONS**

35. Based on information obtained through its investigation, as described above, and a review of the Commission's regulations and relevant regulations and statutes, I&E was prepared to contend by the filing of a formal complaint that Verizon violated certain provisions of the Commission's regulations, in that:

- A. Verizon failed to properly devise, design, repair, or improve its underground copper telephone wire, specifically the splice referenced in Paragraph 31, *supra*, resulting in a fault to the wire which in turn led to the line generating electrical signals which the switch interpreted as dialing 911.
- B. Verizon received five trouble calls from the Y's since the phantom 911 incident wherein their landline phone did not have a dial tone, of which four required more than 24 hours to fix.

36. I&E was prepared to contend that the allegation that the temporary splice had a fault which caused the line to generate electrical signals that the switch interpreted as dialing 911, if proven, constitutes a violation of 66 Pa.C.S. § 1501 (providing that "[e]very public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the

public. Such service also shall be reasonably continuous and without unreasonable interruptions or delay.”).

37. I&E was prepared to contend that the allegation that the temporary splice had a fault which caused the line to generate electrical signals that the switch interpreted as dialing 911, if proven, also constitutes a violation of 52 Pa. Code § 63.23 (providing that “[o]verhead and underground equipment or facilities and crossings of the wires or cables of every jurisdictional telecommunications public utility over or under the facilities of other public utilities, cooperative associations or electric utilities—including parallel or random installation of underground electric supply and communication conductors or cable—shall be constructed and maintained in accordance with the most recent Institute of Electrical and Electronics Engineers’ (IEEE) *National Electrical Safety Code*, as amended and supplemented”) and as a predicate a violation of Section 214A of the NESC (providing, in pertinent part, that “[o]ther conditions or defects shall be designated for correction.”).

38. I&E was prepared to contend that the allegation that Verizon was unable to resolve four trouble calls from the Y’s between April 23, 2023, and January 17, 2025, if proven, is a violation of 52 Pa. Code § 63.57(b) (providing that “[a] jurisdictional telecommunications public utility shall respond to out-of-service trouble reports within 24 hours unless a different period of time is agreed to by the customer.”).

39. Had the matter been litigated, Verizon would have denied the alleged violations, raised defenses and/or mitigating factors in support of its defense, and defended against the same at hearing.

#### IV. SETTLEMENT TERMS

40. Pursuant to the Commission's policy of encouraging settlements that are reasonable and in the public interest,<sup>1</sup> I&E and Verizon held a series of discussions that culminated in this Settlement. The purpose of this Joint Petition for Approval of Settlement is to terminate I&E's informal investigation and to settle this matter completely without litigation. There has been no Formal Complaint filed, no evidentiary hearing before any tribunal, and no sworn testimony taken in any proceeding related to this incident.

41. Verizon fully acknowledges the seriousness of I&E's allegations and recognizes the need to prevent the reoccurrence of the type of incident which was the subject of I&E's instant investigation.

42. The Parties recognize that their positions and claims are disputed and given that the precise outcome of a contested proceeding is uncertain, the Parties further recognize the benefits of amicably resolving the disputed issues through settlement.

43. I&E and Verizon, intending to be legally bound and for consideration given, desire to fully and finally conclude this informal investigation and agree to stipulate as to the following terms solely for the purposes of this Settlement Agreement.

- A. Verizon Pennsylvania LLC shall pay a civil penalty of Three Thousand Dollars (\$3,000). Said payment shall be made within thirty (30) days of the entry date of a Commission Final Order approving the Settlement Agreement and shall be made by certified check or money order payable to the "Commonwealth of Pennsylvania." The docket number of this proceeding shall be indicated with the certified check and money order and the payment shall be sent to:

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<sup>1</sup> See 52 Pa. Code § 5.231(a).

Matthew L. Homsher, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

The civil penalty shall not be tax deductible pursuant to Section 162(f) of the Internal Revenue Code, 26 U.S.C.S. § 162(f) and shall not be passed through as an additional charge to Verizon Pennsylvania LLC's customers in Pennsylvania.

- B. Verizon Pennsylvania LLC shall instruct its Local Managers in areas served by copper facilities to inform the company's Legal department if they are made aware of a claim of a phantom 911 incident related to the company's equipment and the Legal department will keep a record of such reports. The Local Managers will inform the field technicians to report any such incidents to them.
- C. Verizon Pennsylvania LLC's Legal department will communicate with local emergency services relating to a phantom 911 incident if, in the discretion of Verizon's Legal Department, it is deemed necessary to do so based on multiple such calls or an inability to immediately repair the issue.
- D. If the bill credits described in Verizon Pennsylvania LLC's Response to I&E's Data Request – Set I have not already been credited to the customers, Verizon Pennsylvania LLC shall issue to the affected customers a bill credit equal to the monthly bill the customers received in March 2023. Verizon Pennsylvania LLC shall either provide to I&E evidence of the bill credits having been provided to the customers, or provide the above-described bill credit if not already having been provided, within 30 days of a Commission Final Order

44. Upon Commission approval of the Settlement in its entirety without modification, I&E will not file any complaints or initiate other action against Verizon at the Commission with respect to the allegations which were the subject of I&E's instant investigation.

45. I&E and Verizon jointly acknowledge that approval of this Settlement Agreement is in the public interest and fully consistent with the Commission's Policy

Statement regarding Factors and Standards for Evaluating Litigated and Settled Proceedings, 52 Pa. Code § 69.1201. The Parties submit that the Settlement Agreement is in the public interest because it effectively addresses I&E's allegations that are the subject of I&E's informal investigation and avoids the time and expense of litigation, which entails hearings, various expenses, and the preparation and filing of briefs, exceptions, and reply exceptions, as well as possible appeals. Attached as Appendix A and Appendix B are Statements in Support submitted by I&E and Verizon, respectively setting forth the bases upon which the Parties believe the Settlement Agreement is in the public interest.

**V. CONDITIONS OF SETTLEMENT**

46. This document represents the Settlement Agreement in its entirety. No changes to obligations set forth herein may be made unless they are in writing and are expressly accepted by the parties involved. This Settlement Agreement shall be construed and interpreted under Pennsylvania law.

47. The Settlement is conditioned upon the Commission's approval of the terms and conditions contained in this Joint Petition for Approval of Settlement without modification. If the Commission modifies this Settlement Agreement, any party may elect to withdraw from this Settlement Agreement and may proceed with litigation or take such other action that is deemed appropriate and, in such event, this Settlement Agreement shall be void and of no effect. Such election to withdraw must be made in writing, filed with the Secretary of the Commission and served upon all parties within twenty (20) business days after entry of an Order modifying the Settlement.

48. The Parties agree that the underlying allegations were not the subject of any hearing or formal procedure and that there has been no order, findings of fact or conclusions of law rendered in this complaint proceeding. It is further understood that, by entering into this Settlement Agreement, Verizon has made no concession or admission of fact or law and may dispute all issues of fact and law for all purposes in all proceedings that may arise as a result of the circumstances described in this Settlement Agreement.

49. The Parties acknowledge that this Settlement Agreement reflects a compromise of competing positions and does not necessarily reflect any party's position with respect to any issues raised in this proceeding.

50. This Settlement Agreement is being presented only in the context of this proceeding in an effort to resolve the proceeding in a manner that is fair and reasonable. This Settlement Agreement is presented without prejudice to any position that any of the parties may have advanced and without prejudice to the position any of the parties may advance in the future on the merits of the issues in future proceedings, except to the extent necessary to effectuate the terms and conditions of this Settlement Agreement. This Settlement does not preclude the Parties from taking other positions in any other proceeding but is conclusive in this proceeding and may not be reasserted in any other proceeding or forum except for the limited purpose of enforcing the Settlement by a Party.

51. The Parties agree that upon the filing of the Settlement, the three year requirement to bring a prosecution for this matter, found at 66 Pa.C.S. § 3314, shall be


tolled until such time the Commission issues an Order approving or rejecting the Settlement Agreement or a Party files its election to withdraw from the Settlement Agreement, whichever occurs later in time.

52. The terms and conditions of this Settlement Agreement constitute a carefully crafted package representing reasonably negotiated compromises on the issues addressed herein. Thus, the Settlement Agreement is consistent with the Commission's rules and practices encouraging negotiated settlements set forth in 52 Pa. Code §§ 5.231 and 69.1201.

**WHEREFORE**, the Pennsylvania Public Utility Commission's Bureau of Investigation and Enforcement and Verizon respectfully request that the Commission issue an Order approving the terms of this Settlement Agreement in their entirety as being in the public interest.

[Signature Page to Follow]

Pennsylvania Public Utility Commission,  
Bureau of Investigation and Enforcement

By:  \_\_\_\_\_

Grant Rosul  
Prosecutor  
PA Attorney ID No. 318204  
Pennsylvania Public Utility Commission  
Bureau of Investigation and Enforcement  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120  
[grosul@pa.gov](mailto:grosul@pa.gov)

Dated: February 3, 2026

Respectfully Submitted,

Verizon Pennsylvania LLC

By: \_\_\_\_\_

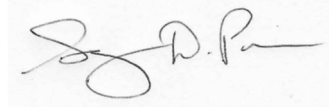
Suzan D. Paiva, Esq.  
PA Attorney ID No. 53853  
900 Race Street, 6th Floor  
Philadelphia, PA 19107  
[suzan.d.paiva@verizon.com](mailto:suzan.d.paiva@verizon.com)  
*Counsel for Verizon Pennsylvania LLC*

Dated:

Pennsylvania Public Utility Commission,  
Bureau of Investigation and Enforcement

Respectfully Submitted,

Verizon Pennsylvania LLC



By: \_\_\_\_\_  
Grant Rosul  
Prosecutor  
PA Attorney ID No. 318204  
Pennsylvania Public Utility Commission  
Bureau of Investigation and Enforcement  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120  
[grosul@pa.gov](mailto:grosul@pa.gov)

By: \_\_\_\_\_  
Suzan D. Paiva, Esq.  
PA Attorney ID No. 53853  
900 Race Street, 6th Floor  
Philadelphia, PA 19107  
[suzan.d.paiva@verizon.com](mailto:suzan.d.paiva@verizon.com)  
*Counsel for Verizon Pennsylvania LLC*

Dated:

Dated: February 3, 2026

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission, :  
Bureau of Investigation and Enforcement :  
v. : Docket No. M-2026-3054795  
Verizon Pennsylvania LLC :

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**STATEMENT OF  
THE BUREAU OF INVESTIGATION AND ENFORCEMENT  
IN SUPPORT OF THE JOINT PETITION FOR APPROVAL OF SETTLEMENT**

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**TO THE HONORABLE PENNSYLVANIA PUBLIC UTILITY COMMISSION:**

The Bureau of Investigation and Enforcement (“I&E”) offers the following Statement in Support of the Joint Petition for Approval of Settlement between Verizon Pennsylvania LLC (“Verizon” or “the Company”) and I&E (hereinafter referred to as the “Parties”) regarding Verizon’s alleged violation of the Pennsylvania Public Utility Code, 66 Pa.C.S. §§ 101 *et seq.* and Commission regulations.

**I. INTRODUCTION**

I&E is the entity established to prosecute complaints against public utilities and other entities subject to the Commission’s jurisdiction pursuant to 66 Pa.C.S. § 308.2(a)(11); See *Implementation of Act 129 of 2008; Organization of Bureaus and Offices*, Docket No. M-2008-2071852 (Order entered August 11, 2011) (delegating authority to initiate proceedings that are prosecutory in nature to I&E).

Section 501(a) of the Code, 66 Pa.C.S. § 501(a), authorizes and obligates the Commission to execute and enforce the provisions of the Code. Section 701 of the Code, 66 Pa.C.S. § 701, authorizes the Commission, *inter alia*, to hear and determine complaints alleging a violation of any law or regulation that the Commission has jurisdiction to administer.

Verizon is a “public utility” as that term is defined at 66 Pa.C.S. § 102 as it is engaged in providing public utility service as an incumbent local exchange carrier (“ILEC”), Competitive Access Provider, and Interexchange Carrier in the Commonwealth of Pennsylvania to the public for compensation. Verizon is also a local exchange telecommunications company as that term is defined at 66 Pa.C.S. § 3012. Verizon, as a public utility, is subject to the power and authority of the Commission pursuant to Section 501(c) of the Code, 66 Pa.C.S. § 501(c), which requires a public utility to comply with Commission regulations and orders.

Pursuant to Sections 331(a) and 506 of the Code, 66 Pa.C.S. §§ 331(a) and 506, and Section 3.113 of the Commission’s regulations, 52 Pa. Code § 3.113, Commission staff has the authority to conduct informal investigations or informal proceedings in order to gather data and/or to substantiate allegations of potential violations of the Commission’s regulations.

I&E-Enforcement instituted an informal investigation of Verizon based on information referred to I&E-Enforcement by the Commission on or about July 18, 2025. As discussed in more detail in the Joint Petition for Approval of Settlement, the referral to I&E related to a customer complaint regarding a call made from the customer’s phone

number to the 911 emergency number even though the customer did not make any such outgoing phone call.

I&E determined that this referral warranted further investigation to examine whether the actions of Verizon violated the Code and Commission regulations. Thereafter, on August 20, 2025, I&E sent Verizon a Data Request, to which the utility responded on September 8, 2025. After a thorough review of the case and discussion with counsel for Verizon, the Parties have reached mutually agreeable settlement terms and believe that it is in the public interest to settle the matter.

## **II. SUMMARY OF SETTLEMENT**

The Joint Petition for Approval of Settlement (“Settlement”) resolves all outstanding alleged violations of the Code and Commission regulations stemming from Verizon’s alleged failure to furnish and maintain adequate, efficient, safe, and reasonable service and facilities, failed to have its facilities constructed and maintained in accordance with the most recent Institute of Electrical and Electronics Engineers’ (IEEE) National Electrical Safety Code (NESC), and failed to respond to out-of-service trouble reports within 24 hours.

Under the terms of the Settlement:

- A) Verizon shall pay a civil penalty of Three Thousand Dollars (\$3,000).
- B) Verizon shall instruct its Local Managers in areas served by copper facilities to inform the company’s Legal department if they are made aware of a claim of a phantom 911 incident related to the company’s equipment and the Legal department will keep a record of such reports. The Local Managers will inform the field technicians to report any such incidents to them.

- C) Verizon Pennsylvania LLC's Legal department will communicate with local emergency services relating to a phantom 911 incident if, in the discretion of Verizon's Legal Department, it is deemed necessary to do so based on multiple such calls or an inability to immediately repair the issue.
- D) If the bill credits described in Verizon Pennsylvania LLC's Response to I&E's Data Request – Set I have not already been credited to the customers, Verizon Pennsylvania LLC shall issue to the affected customers a bill credit equal to the monthly bill the customers received in March 2023. Verizon Pennsylvania LLC shall either provide to I&E evidence of the bill credits having been provided to the customers, or provide the above-described bill credit if not already having been provided, within 30 days of a Commission Final Order.

**III. THE SETTLEMENT IS IN THE PUBLIC INTEREST AND SATISFIES THE *ROSI* FACTORS TO DETERMINE THE APPROPRIATE CIVIL PENALTY**

Section 3301(a) of the Code provides that a public utility, or any other person or entity subject to the Code, that violates any part of the Code is subject to a civil penalty of not more than one thousand dollars (\$1,000) per violation. 66 Pa.C.S. § 3301(a).

The Code further provides that each and every day's continuance in the violation of the Code or any regulation, order, judgment, or decree shall be a separate and distinct offense. 66 Pa.C.S § 3301(b).

The Commission's Policy Statement regarding Factors and Standards for Evaluating Litigated and Settled Proceedings, 52 Pa. Code § 69.1201, lists the following factors which the Commission shall consider in determining the appropriate civil penalty as well as whether the Settlement is in the public interest:

- 1) Whether the conduct at issue was of a serious nature. When conduct of a serious nature is involved, such as willful fraud or misrepresentation, the conduct may warrant a higher penalty. When the conduct is less egregious, such as administrative filing or technical errors, it may warrant a lower penalty.

- 2) Whether the resulting consequences of the conduct at issue were of a serious nature. When consequences of a serious nature are involved, such as personal injury or property damage, the consequences may warrant a higher penalty.
- 3) Whether the conduct at issue was deemed intentional or negligent. This factor may only be considered in evaluating litigated cases. When conduct has been deemed intentional, the conduct may result in a higher penalty.
- 4) Whether the regulated entity made efforts to modify internal practices and procedures to address the conduct at issue and prevent similar conduct in the future. These modifications may include activities such as training and improving company techniques and supervision. The amount of time it took the utility to correct the conduct once it was discovered and the involvement of top-level management in correcting the conduct may be considered.
- 5) The number of customers affected and the duration of the violation.
- 6) The compliance history of the regulated entity which committed the violation. An isolated incident from an otherwise compliant utility may result in a lower penalty, whereas frequent, recurrent violations by a utility may result in a higher penalty.
- 7) Whether the regulated entity cooperated with the Commission's investigation. Facts establishing bad faith, active concealment of violations, or attempts to interfere with Commission investigations may result in a higher penalty.
- 8) The amount of the civil penalty or fine necessary to deter future violations. The size of the utility may be considered to determine an appropriate penalty amount.
- 9) Past Commission decisions in similar situations.
- 10) Other relevant factors.

52 Pa. Code § 69.1201(c).

Regarding the first factor, the conduct at issue was in the nature of a technical failure. It was not intentional or willful. The consequences of the conduct — the second *Rosi* factor — were serious. A temporary splice in the copper line generated electrical signals that Verizon’s switch interpreted as dialing 911. As a result of that, law enforcement was dispatched to Verizon’s customers’ home shortly after midnight. This is referred to in the Joint Petition as the “Phantom 911 incident.”

The third factor, whether the conduct at issue was intentional or negligent, is not relevant here, as this factor “may only be considered in evaluating litigated cases.” Here, the Parties have reached a settlement.

Regarding the fourth factor, Verizon has committed to modifying its internal practices and procedures to avoid the conduct at issue and prevent future incidents. Specifically, Verizon will devise and implement a procedure for tracking “phantom 911” calls. In other words, going forward, Verizon will keep track of 911 calls caused by electrical shorts in wiring that are interpreted as the signals for dialing the numbers “911” by the telephone company’s central switch. Although “phantom 911” calls are rare, collecting and maintaining data on such occurrences will help Verizon keep track of where technical issues are arising in its facilities, and allow Verizon to better service its customers.

Additionally, Verizon shall issue to the affected customers a bill credit equal to the monthly bill the customers received in March 2023, if such a bill credit has not already been provided to the customers. Within 30 days after a Commission Final Order

approving the Settlement, Verizon will provide I&E with documentation of the bill credit having been provided.

The fifth factor is the number of customers affected and the duration of the violation. Two customers — a married couple residing at the same address — were affected here.

As to compliance history, the sixth *Rosi* factor, Verizon has been the subject of two enforcement actions by I&E within the past 10 years. First, in M-2022-3024130, Verizon and I&E agreed to settle a case involving allegations related to Verizon's handling of terminating customer accounts during replacement of copper cable with fiber optic cable shortly after the COVID-19 Emergency moratorium on terminations was lifted. Verizon agreed to work with the Commission's Bureau of Consumer Services to revise its termination letters to customers and paid a \$30,000 civil penalty.

Second, in M-2020-3003591, Verizon and I&E agreed to settle a case involving allegations related to an outage affecting approximately 100 Verizon customers in Washington County, Pennsylvania. Verizon agreed to provide a bill credit to the affected customers, perform an inspection of its facilities in the affected area, and paid a civil penalty of \$7,500.

Neither of the two enforcement actions, both of which concluded by way of settlement, are related to the incident presently before the Commission.

The seventh factor examines whether the regulated entity cooperated with the Commission's investigation. Here, Verizon cooperated with I&E during the course of this investigation.

Regarding the eighth *Rosi* factor – the amount of the civil penalty – it is the position of I&E that the agreed-upon civil penalty of \$3,000 is sufficient to deter similar conduct in the future and is commensurate with the alleged violations.

Regarding the ninth *Rosi* factor – past Commission decisions in similar cases – to I&E’s knowledge, the Commission has not addressed a violation of the Code or Commission Regulation stemming from a “phantom 911” incident.

It should be noted that one of the regulations allegedly violated here, 52 Pa. Code § 63.57, was also at issue in M-2020-3003591. In that Settlement from 2020, Verizon paid \$7,500 to settle multiple counts of alleged violations of 52 Pa. Code § 63.57 during an outage that affected far more customers.

This regulation also featured in a formal customer complaint against Verizon. In Cynthia Mosco v. Verizon Pennsylvania LLC, Docket No. C-2018-3006579 (Initial Decision Entered March 9, 2022, Final Order Entered April 25, 2022) the presiding ALJ found that “Verizon failed to respond to and take substantial action to clear out-of-service trouble of an emergency nature whenever the outage occurs, within three hours of the reported outage,” in violation of 52 Pa. Code § 63.57. The ALJ imposed a \$1,000 civil penalty for that violation. This violation was upheld by the Commission (although other exceptions of Verizon pertaining to other violations were granted).

In the view of I&E, this Settlement is in the public interest. A civil penalty of \$3,000, a bill credit to the affected customers, and a remedial measure that will result in improved record-keeping and response to similar incidents in the future represent a fair outcome that serves the interest of the public.

IV. CONCLUSION

The Settlement is a fair and reasonable compromise between the Parties. Had this matter proceeded to litigation, Verizon would have disputed the allegations in the Complaint and I&E would have been required to expend staff time and resources to prepare for and participate in the hearing. Aside from avoiding litigation, the Settlement is in the public interest because the agreed-upon civil penalty is sufficient to ensure that Verizon's future compliance with the Code and Commission regulations.

For the reasons set forth above, the Commission should approve the Joint Petition for Approval of Settlement, without modification.

Respectfully submitted,



Grant Rosul  
Prosecutor  
PA Attorney ID No. 318204

Pennsylvania Public Utility Commission  
Bureau of Investigation and Enforcement  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120  
(717) 783-5243  
[grosul@pa.gov](mailto:grosul@pa.gov)

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement	:	
	:	
v.	:	Docket No. M-2026-3054795
	:	
Verizon Pennsylvania LLC	:	

**VERIZON PENNSYLVANIA LLC’S  
STATEMENT IN SUPPORT OF SETTLEMENT**

Verizon Pennsylvania LLC (“Verizon”), a signatory to the Joint Petition for Approval of Settlement Agreement (“Settlement”), submits this Statement in Support of the Settlement in the above-captioned matter between Verizon and the Commission’s Bureau of Investigation and Enforcement (“I&E”). The Settlement fully resolves all issues relating to I&E’s investigation of a phantom 911 call from the landline telephone number of Verizon customers Mr. and Mrs. Y on March 1, 2023.<sup>1</sup>

Verizon respectfully submits that the Settlement is in the public interest and requests that the Commission approve it without modification. Commission policy promotes settlements, which decrease the time, expense and risks of litigation and conserve administrative resources. 52 Pa. Code § 5.231. Verizon and I&E engaged in an exchange of information and negotiations, and Verizon continues to cooperate with I&E’s investigation and has resolved it amicably. While some allegations underlying this investigation remain disputed, and the proposed Settlement represents a compromise of the parties’ respective litigation positions, the benefits of amicably resolving the allegations through settlement significantly outweigh the time, expense

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<sup>1</sup> The full name of the customers is redacted from public documents to protect their privacy, but is known to I&E.

and risks of litigation. The proposed settlement is reasonable and its approval is in the public interest under the standards of the Commission's policy statement at 52 Pa. Code § 69.1201.

**I. Background**

By letter dated July 18, 2025, I&E informed Verizon that it was initiating an investigation into a March 1, 2023 incident in which a couple reported that they were awakened by police responding to a 911 call at their residence, but they did not place a call to 911. It was alleged that faulty Verizon wiring was responsible for a "phantom" 911 call. I&E requested information from Verizon, and Verizon responded to I&E's requests for information and cooperated in the investigation. The parties ultimately reached the amicable Settlement that is presented to the Commission for approval.

Verizon's September 9, 2025 responses to I&E confirmed that, from before the March 1, 2023 incident to at least the date of the responses, Verizon has provided telephone service to the address of the reported incident over copper facilities. Mr. and Mrs. Y stated that they were awakened by the Pennsylvania State Police just after midnight on March 1, 2023. Verizon's records show that on March 1, 2023 at 12:56 pm a trouble ticket was called in for the Y's telephone number and the call taker's summary of the report as reflected in Verizon's repair database was that the customers could not call out and were experiencing heavy static on the line. The call taker's summary stated "also called 911," which presumably was a reference to the customer reporting the phantom 911 call. A Verizon technician responded to the home on the same afternoon that the trouble was reported to Verizon. The technician performed a repair to a temporary splice in an underground line near a pedestal serving the residence, replacing it with a buried drop splice and 6 feet of buried drop wire to the pedestal. The technician reported that the repair was completed and the ticket closed at 17:44 pm the same day. The 911 call incident was

also mentioned to a Verizon call taker on an April 23, 2023 trouble report. Verizon produced to I&E the notes from Verizon's repair database for these two trouble tickets.

Nearly two years later, on or about January 23, 2025, Verizon received a letter from an attorney stating that he represented the Y's relating to this incident. Verizon provided I&E with the attorney letter and documentation of telephone calls and emails between Mr. Y and Verizon's Executive Relations Department in response to that letter. These documents also listed other trouble reports from the Y's number, which are detailed in the Settlement Petition, and an offer to provide certain credits.

Phantom 911 calls from copper landlines are an extremely rare occurrence. This phenomenon can be caused by electrical shorts in wiring that are interpreted as the signals for dialing the digits "911" by the telephone company's central switch. This can happen if a copper wire in the circuit is damaged or wet, or from a faulty telephone hand set or a hand set left off hook within a customer's home. While it is not a common occurrence, these situations can create electrical anomalies that the switching equipment misinterprets as a user dialing the digits 911. The solution is to repair any damage, short, or water exposure in the copper facilities or identify and repair any issues with the customers telephone hand set. Verizon also conducts preventative maintenance in its copper network in an effort to avoid the types of network service issues that could result in a phantom 911 call.

In this particular case, Verizon responded to the customer's trouble report and repaired the temporary splice in the cable serving the customer's home on March 1, 2023, shortly after the customer reported the trouble, and this resolved the specific service issue. Verizon cannot conclusively prove that the trouble with the temporary splice caused the phantom 911 call, but the responding technician concluded based on the available evidence (the fact that the customer

reported the phantom 911 call and that the temporary splice had a fault that was causing static), that the fault in the line likely caused it to generate electrical signals that the switch interpreted as dialing 911. This is a reasonable conclusion. The solution to this type of situation is to repair the copper facilities to remove the short or other fault. In this case, not only did Verizon repair the line the same day, but Verizon has subsequently carried out more substantial proactive maintenance on the copper facilities serving the residence at issue and other customers in the area, including replacing large portions of the copper cable serving the area, to proactively prevent future service issues. Verizon also continues to upgrade its network to fiber optic facilities, which are not susceptible to water damage or short circuits and the like, but the area at issue is still served over copper facilities.

## **II. Settlement Terms**

The following is a summary of the terms of the Settlement for which the Parties seek Commission approval (full details are in the Settlement Petition).

- Verizon will pay a civil penalty of Three Thousand Dollars (\$3,000) within thirty (30) days of the entry date of a Commission Final Order approving the Settlement Agreement.
- Verizon will instruct its Local Managers in areas served by copper facilities to inform the company's Legal department if they are made aware of a claim of a phantom 911 incident related to the company's equipment and the Legal department will keep a record of such reports. The Local Managers will inform the field technicians to report any such incidents to them.
- Verizon's Legal department will communicate with local emergency services relating to a phantom 911 incident if, in the discretion of Verizon's Legal Department, it is deemed necessary to do so based on multiple such calls or an inability to immediately repair the issue.
- If the bill credits described in Verizon's Response to I&E's Data Request – Set I have not already been credited to the customers, Verizon will provide those credits within 30 days of a Commission Final Order (or demonstrate to I&E if they have already been provided).

### **III. The Settlement is in the Public Interest and Supported by the Commission's Policy Statement for Evaluating Settled Proceedings**

The Commission has issued a policy statement at 52 Pa. Code § 69.1201 setting forth the factors and standards that may be considered in the evaluation of both litigated and settled cases. The policy statement provides that “[w]hen applied in settled cases, these factors and standards will not be applied in as strict a fashion as in a litigated proceeding. The parties in settled cases will be afforded flexibility in reaching amicable resolutions to complaints and other matters so long as the settlement is in the public interest.” 52 Pa. Code § 69.1201(b). Verizon respectfully submits that this Settlement comports with the standards and factors in the Commission's policy statement and is in the public interest, and therefore should be approved without modification. The individual factors are discussed below.

#### **A. Seriousness of Conduct**

The first factor is “[w]hether the conduct at issue was of a serious nature,” such as “willful fraud or misrepresentation” or is “less egregious, such as administrative filing or technical errors.” 52 Pa. Code § 69.1201(c)(1). In this case there was no willful or egregious conduct. Verizon regrets that the temporary splice went bad and caused static (and likely resulted in the rare occurrence of a phantom 911 call) and apologizes to Mr. and Mrs. Y for this experience. However, a phantom 911 call caused by a defect in a copper line is an extremely rare occurrence that was not reasonably anticipated. Verizon repaired the splice within hours of the trouble report and Verizon has subsequently carried out more substantial proactive maintenance on the copper facilities serving the Y's address and other customers in the area, including replacing large portions of the copper cable serving the area, to proactively prevent future service issues. While any service fault requiring a repair is regrettable, “neither the Code nor the Commission's Regulations require public utilities to provide constantly flawless service. The

Code does not require perfect service or the best possible service, only reasonable and adequate service.” *Tehrani v. Philadelphia Gas Works*, Docket No. C-2021-3025071, 2022 PA. PUC LEXIS 361, \*11 (Opinion and Order entered October 27, 2022). In this instance, Verizon acted reasonably under the circumstances.

**B. Consequences of Conduct**

The second factor looks at “[w]hether the resulting consequences of the conduct at issue were of a serious nature,” such as “personal injury or property damage.” 52 Pa. Code § 69.1201(c)(2). In this case there was no personal injury or property damage.

**C. Intentional or Negligent Conduct**

The third factor looks to “[w]hether the conduct at issue was deemed intentional,” which is more serious, or whether it is simply negligent. “This factor may only be considered in evaluating litigated cases” and thus does not apply here. 52 Pa. Code § 69.1201(c)(3). However, there is no allegation of intentional conduct.

**D. Modification of Practices and Procedures**

The fourth factor looks to “[w]hether the regulated entity made efforts to modify internal practices and procedures to address the conduct at issue and prevent similar conduct in the future. These modifications may include activities such as training and improving company techniques and supervision. The amount of time it took the utility to correct the conduct once it was discovered and the involvement of top-level management in correcting the conduct may be considered.” 52 Pa. Code § 69.1201(c)(4). In this case, Verizon responded promptly to the service trouble report and repaired it the same day. Verizon also carried out more substantial proactive maintenance on the copper facilities serving the Y’s address and other customers in the area, including replacing large portions of the copper cable serving the area, to proactively prevent future service issues and reduce the likelihood of a future phantom 911 call.

**E. Number of Customers and Duration**

The fifth factor looks to “[t]he number of customers affected and the duration of the violation.” 52 Pa. Code § 69.1201(c)(5). The number of customers at issue here is one landline account (Mr. and Mrs. Y) and Verizon repaired the issue promptly on the same day.

**F. Compliance History**

The sixth factor looks to “[t]he compliance history of the regulated entity” and whether this was an “isolated incident from an otherwise compliant utility.” 52 Pa. Code § 69.1201(c)(6). Verizon respectfully submits that it has a good compliance history.

**G. Cooperation**

The seventh factor looks to “[w]hether the regulated entity cooperated with the Commission’s investigation.” 52 Pa. Code § 69.1201(c)(7). In this case Verizon cooperated with I&E’s investigation.

**H. Deterrence**

The eighth factor looks to “[t]he amount of the civil penalty or fine necessary to deter future violations.” 52 Pa. Code § 69.1201(c)(8). Verizon respectfully submits that it fully intends to continue to provide good service to all of its customers, including those who are served over copper facilities, and the penalty agreed to in the settlement is reasonable under the circumstances.

**I. Precedent**

The ninth factor looks to “[p]ast Commission decisions in similar situations.” 52 Pa. Code § 69.1201(c)(9). Verizon is not aware of any recent substantially similar situations that have come before the Commission and notes that a phantom 911 call resulting from a fault in copper telephone lines is an extremely rare and unusual occurrence.

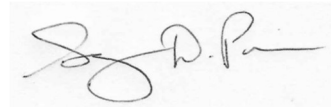
**J. Other Relevant Factors**

The final consideration is “[o]ther relevant factors.” 52 Pa. Code § 69.1201(c)(10). In this regard Verizon PA requests that the Commission consider that it repaired the customer’s service issue promptly the same day and undertook further preventative maintenance including cable replacement to ensure good service to the area at issue, and that a phantom 911 call resulting from a fault in copper telephone lines is an extremely rare and unusual occurrence. Verizon also cooperated fully with I&E.

**IV. Conclusion**

For the foregoing reasons, Verizon PA respectfully requests that the Commission approve without modification the Joint Petition for Approval of Settlement Agreement of Verizon and I&E in the above captioned matter.

Respectfully submitted,



Date: February 3, 2026

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Suzan D. Paiva, I.D. No. 53853  
Verizon  
900 Race St., 6<sup>th</sup> Floor  
Philadelphia, PA 19107  
(267) 768-6184  
[suzan.d.paiva@verizon.com](mailto:suzan.d.paiva@verizon.com)

Counsel for Verizon Pennsylvania LLC

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission, :  
Bureau of Investigation and Enforcement :  
v. : Docket No. M-2026-3054795  
Verizon Pennsylvania LLC :

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**PROPOSED ORDERING PARAGRAPHS**

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1. That the Settlement between the Bureau of Investigation and Enforcement and Verizon Pennsylvania LLC is approved in its entirety and without modification.
2. That, in accordance with Section 3301 of the Public Utility Code, 66 Pa. C.S. § 3301, within thirty (30) days of the date of entry of this Opinion and Order, Verizon Pennsylvania LLC shall pay a civil penalty in the amount of Three Thousand Dollars (\$3,000). Said payment shall be made by certified check or money order payable to “Commonwealth of Pennsylvania” and shall be sent to:

Matthew L. Homsher, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

The civil penalty shall not be tax deductible or passed through as an additional charge to Verizon Pennsylvania LLC’s customers in Pennsylvania.

3. That, pursuant to the conditions set forth in the Joint Petition for Approval of Settlement, Verizon Pennsylvania LLC shall instruct its Local Managers in areas served by copper facilities to inform the company's Legal department if they are made aware of a claim of a phantom 911 incident related to the company's equipment and the Legal department will keep a record of such reports. The Local Managers will inform the field technicians to report any such incidents to them.

4. That, pursuant to the conditions set forth in the Joint Petition for Approval of Settlement, Verizon Pennsylvania LLC's Legal department will communicate with local emergency services relating to a phantom 911 incident if, in the discretion of Verizon's Legal Department, it is deemed necessary to do so based on multiple such calls or an inability to immediately repair the issue.

5. That, pursuant to the conditions set forth in the Joint Petition for Approval of Settlement and within thirty (30) days of the date of entry of this Opinion and Order, if the bill credits described in Verizon Pennsylvania LLC's Response to I&E's Data Request – Set I have not already been credited to the customers, Verizon Pennsylvania LLC shall issue to the affected customers a bill credit equal to the monthly bill the customers received in March 2023. Verizon Pennsylvania LLC shall either provide to I&E evidence of the bill credits having been provided to the customers, or provide the above-described bill credit if not already having been provided.

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement	:	
	:	
v.	:	Docket No. M-2026-3054795
	:	
Verizon Pennsylvania LLC	:	

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a true copy of the foregoing **Joint Petition for Approval of Settlement** upon the Parties, listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

**Service by Electronic Mail:**

Suzan D. Paiva, Esquire  
900 Race Street, 6<sup>th</sup> Floor  
Philadelphia, PA 19107  
[suzan.d.paiva@verizon.com](mailto:suzan.d.paiva@verizon.com)  
*Counsel for Verizon Pennsylvania LLC*



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Grant Rosul  
Prosecutor  
Bureau of Investigation and Enforcement  
PA Attorney ID No. 318204  
(717) 783-5243  
[grosul@pa.gov](mailto:grosul@pa.gov)

Dated: February 3, 2026