

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Raymond G. Gehring	:	
	:	
v.	:	F-2024-3048169
	:	
Verizon Pennsylvania LLC	:	

INITIAL DECISION

Before
Erin L. Gannon
Administrative Law Judge

INTRODUCTION

This Initial Decision denies the Formal Complaint filed by a telephone service customer against his telecommunications utility. The Complaint is denied because the customer did not meet his burden of proving by a preponderance of the evidence that the utility billed him incorrectly or, by suspending or terminating service, violated any provision of the Public Utility Code or the rules and regulations of the Commission.

HISTORY OF THE PROCEEDING

On or about March 22, 2024, Raymond G. Gehring (Complainant) filed a Formal Complaint (Complaint) with the Pennsylvania Public Utility Commission

(Commission) against Verizon Pennsylvania LLC (Verizon or Company).¹ Mr. Gehring's Complaint was served on Verizon on April 5, 2024. In the Complaint, Mr. Gehring alleged that Verizon disconnected his telephone service and applied fraudulent charges to his December 2023 and January 2024 bills. Complaint ¶ 4. He also claimed that Verizon should have applied the Affordable Connectivity Program (ACP) discount to his bills beginning with his October 2023 bill and, had that discount been applied, his service would not have been disconnected. *Id.*

On April 25, 2024, Verizon filed an answer to the Complaint. Verizon denied that the ACP discount could have been applied to Mr. Gehring's account because the Complainant subscribed to basic local telephone service. Answer at 2-3. Verizon stated that the ACP provides a discount to eligible internet service customers and Mr. Gehring was not eligible since he did not subscribe to Verizon internet service. *Id.* The Company admitted that Mr. Gehring's service was disconnected for nonpayment. Answer at 3. Verizon asked the Commission to refer the matter to mediation to allow Verizon an opportunity to attempt to contact Mr. Gehring to address his billing questions. Answer at 4.

On April 29, 2024, Chief Administrative Law Judge Charles E. Rainey, Jr. issued an Interim Order Setting Resolution Conference referring this matter to mediation.

On May 29, 2024, the Complainant filed a reply to Verizon's answer. The Commission regulations do not allow for replies to answers. 52 Pa. Code § 5.1. Therefore, the reply to answer was not considered in this proceeding.

¹ The Complaint is a timely appeal from the determination of the Commission's Bureau of Consumer Services (BCS), at BCS No. 3957029, which dismissed Complainant's informal billing complaint but provided him a payment arrangement. A timely BCS appeal is subject to *de novo* review. 52 Pa. Code § 56.173(a).

Mediation was not successful.

On October 2, 2024, the Commission issued an initial hearing notice setting a formal call-in telephonic hearing for this matter for November 6, 2024 and assigned Dennis J. Buckley as the presiding officer. On November 1, 2024, the Commission issued a notice rescheduling the hearing to be held in-person on November 20, 2024. On November 13, 2024, the Commission issued a notice rescheduling the in-person hearing for December 20, 2024. On December 13, 2024, the Commission canceled the December 20, 2024 hearing.

This matter was reassigned to me as the presiding officer on April 3, 2025.²

Given the passage of time, I issued an Interim Order on April 14, 2025, in which I directed the parties to confer about possible settlement and provide a joint status update to me by May 28, 2025. This was a roughly 45-day period, which recognized that mail or the equivalent might be the only available means of communication between the parties. I indicated that, if the parties could not resolve the matter, I would schedule a hearing.

On May 28, 2025, Verizon filed a Certificate of Satisfaction (Certificate), pursuant to 52 Pa. Code § 5.24(b).³ The Certificate provided notice that the Complaint would be withdrawn and the Commission's file closed, unless the Complainant filed an objection within 10 days of its filing.

² A judge change notice was formally issued dated April 23, 2025. The record does not reflect any other activity between the December 2024 hearing cancellation and the April 2025 reassignment notice.

³ On the same date, Verizon filed a Corrected Certificate of Satisfaction. The only change was to correct the spelling of the Complainant's name.

On May 30, 2025, I received a status report from the Complainant, which was timely deposited in First-Class Mail on May 28, 2025. In the status report, the Complainant indicated that his Complaint had not been resolved, contrary to Verizon's understanding per the Company's correspondence to Mr. Gehring dated April 22, 2025. The attached proof of service stated that the status report was also mailed to Verizon on May 28, 2025.

On June 16, 2025, the Complainant's Objection to Certificate of Satisfaction (Objection) was filed with the Commission. The stamped date of deposit in First-Class Mail was June 12, 2025. As a technical matter, the Objection was not filed within 10 days of the Certificate of Satisfaction. Given the additional three days afforded by 52 Pa. Code § 1.56(b), which applies whenever a party is required to do an act within a prescribed period after service of a document upon the party and the document is served by First-Class Mail, the deadline for Complainant to file an Objection was June 9, 2025 (the first business day following the deadline of June 7, 2025). As noted, the date of deposit was June 12, 2025.

On July 15, 2025, I issued an interim order stating that I would disregard this procedural defect, pursuant to 52 Pa. Code § 1.2 (providing for the liberal construction of the rules, particularly where the litigant is self-represented), and deem the Objection as being timely-filed. The delay was minimal and, further, the Complainant had provided notice to Verizon in his status report that, as of May 28, 2025, he did not consider there to be a settlement. Thus, I did not find that mailing the Objection three days late adversely affected a substantive right of Verizon.

Accordingly, as this matter remained unresolved, on July 15, 2025, notice was issued scheduling an evidentiary hearing for September 9, 2025. On the same date, I issued an interim order, which explained that the location for the hearing would be an available hearing room in the Commonwealth Keystone Building in Harrisburg,

Pennsylvania and that the parties and any witnesses could participate in-person or by telephone. As stated in the interim order, the hybrid format was intended to provide the greatest flexibility for participation by the parties and potential witnesses.

I issued a prehearing order on September 2, 2025, which reiterated the information provided in the hearing notices regarding the various rules and procedures governing the evidentiary hearing. The prehearing order was served on Mr. Gehring by overnight mail and delivered on September 3, 2025.

On September 3, 2025, I received the Complainant's Motion for Continuance (Motion). Mr. Gehring requested a continuance of the September 9, 2025 hearing for 15 to 30 days. In his Motion, the Complainant stated that he had not been able to reach and/or communicate with his potential witness. Motion at 1. The Complainant's Motion did not indicate Verizon's position on the requested continuance. Given the limited time before the hearing, I contacted counsel for Verizon, who responded that Verizon did not oppose the hearing being continued.

On September 4, 2025, I issued an interim order granting the unopposed Motion for Continuance. I also specified that the rescheduled hearing would be held in Harrisburg and that, for the convenience of the parties, including the Complainant and his potential witness, all participants would have the option to appear by telephone.

On September 4, 2025, notice was issued to reschedule the hybrid in-person and telephonic hearing for October 15, 2025. On September 30, 2025, a second prehearing order was issued, in which I reiterated the information provided in the previous prehearing order and hearing notices regarding the various rules and procedures governing the evidentiary hearing.

The evidentiary hearing was convened, as scheduled, on October 15, 2025. Mr. Gehring attended in person, represented himself and testified on his own behalf. Mr. Gehring offered two exhibits, which were admitted into the record after consideration of Verizon's objection to the first exhibit. Tr. 60-62.

Verizon was represented by Suzan Paiva, Esquire. The Company presented the testimony of one witness, Whitney Phillips. Ms. Phillips sponsored seven exhibits, which were admitted into the record after consideration of Mr. Gehring's objections. Tr. 129-42. In the interest of developing a complete evidentiary record, I directed Verizon to provide (1) additional billing records for Mr. Gehring's account for September through November 2023 and any final bill or statement issued when the account was closed, and (2) any additional records of communications with Mr. Gehring for the relevant period, not already provided in Verizon's exhibits. Tr. 129, 141, 143.

Also during the evidentiary hearing, after Verizon's witness presented testimony and was cross-examined by the Complainant, Mr. Gehring asked to provide additional exhibits related to the applicability of the ACP discount to landline service, which he has sought from two various offices and agencies. Tr. 42-43, 125. On October 16, 2025, I emailed redacted versions of the additional exhibits to Verizon for review, marked for identification as Gehring Late-Filed Exhibits 1 and 2.

On October 17, 2025, I issued an interim order memorializing the procedural matters discussed at the evidentiary hearing held on October 15, 2025 and establishing deadlines for the parties to submit late-filed exhibits, objections to admission of late-filed exhibits, and replies to objections.

On October 30, 2025, Verizon submitted six late-filed exhibits, identified as Verizon Exhibits 8 through 13. The Company also stated in the letter that it did not object to Gehring Late-Filed Exhibits 1 and 2 being admitted into evidence.

On November 19, 2025, Mr. Gehring filed objections to Verizon Exhibits 10 and 13 (Gehring Objection). The basis for the Complainant's objection to Verizon Exhibit 13 was that the exhibit did not include call notes for August 2023. Mr. Gehring requested that the undersigned "make a written order for the 'call notes' and/or all the call notes prior to September 1, 2023; but specifically all of the call notes of August, 2023, for the defense counsel to provide in a reasonable amount of time." Gehring Objection at 3.

On December 15, 2025, Verizon filed a reply to Mr. Gehring's objections (Verizon Reply). The reply provided an additional late-filed exhibit, which the Company identified as Verizon Exhibit 14 and described as "all of the call notes from Mr. Gehring's account from August of 2023." Verizon Reply at 1. Mr. Gehring did not submit any additional late-filed exhibits.

On December 29, 2025, I issued a Second Interim Order on Process for Late-Filed Exhibits, setting a deadline of January 16, 2026 for the Complainant to file any objection to Verizon Exhibit 14.

Mr. Gehring did not file any objection to its admission of Verizon Exhibit 14.

On February 13, 2026, I issued an interim order, which provided my ruling on the admission of the late-filed exhibits and closed the evidentiary record. I admitted Verizon Exhibits 8 through 14 into the record. Although Verizon did not object to admission of Mr. Gehring's late-filed exhibits, I did not admit them into the record. The bases for my exclusion of those exhibits are addressed in the discussion below and not repeated here.

The evidentiary record in this proceeding consists of the transcripts of the initial evidentiary hearing (146 pages), and the following exhibits:

Gehring Exhibit 1: Postmarked envelope for Verizon letter dated May 29, 2025 and Post Office receipt dated June 10, 2025

Gehring Exhibit 2: Gehring Right to Know Request to Verizon dated July 8, 2024

Verizon Exhibit 1: Verizon bills dated Dec 31, 2023 through Mar 31, 2024

Verizon Exhibit 2: FCC webpage re Affordability Connectivity Program

Verizon Exhibit 3: BCS informal complaint decision dated 2/27/2024

Verizon Exhibit 4: Verizon letter dated June 12, 2024

Verizon Exhibit 5: Verizon letter dated April 22, 2025

Verizon Exhibit 6: Customer call notes related to ACP (Optix database)

Verizon Exhibit 7: Customer call notes related to ACP (CERS database)

Verizon Exhibit 8: Verizon bill dated September 30, 2023

Verizon Exhibit 9: Verizon bill dated October 31, 2023

Verizon Exhibit 10: Verizon bill dated November 30, 2023

Verizon Exhibit 11: Verizon bill dated April 30, 2024

Verizon Exhibit 12: Verizon bill dated May 31, 2024

Verizon Exhibit 13: All customer call notes since September 2023

Verizon Exhibit 14: All customer call notes since August 2023

This matter is ready for ruling. For the reasons discussed below, the Complaint will be denied.

FINDINGS OF FACT

1. The Complainant in this case is Raymond G. Gehring.
2. The Respondent in this case is Verizon Pennsylvania LLC.
3. Verizon Pennsylvania LLC is a jurisdictional public utility.

4. Verizon provided basic landline telephone service to Mr. Gehring. Tr. 13, 70; Verizon Exhs. 1, 8-11.

5. Mr. Gehring did not receive broadband internet access service from Verizon. Tr. 14, 15, 77, 90.

6. Verizon applied a Lifeline discount to Mr. Gehring's monthly bills when the account was active. Tr. 13, 70-71, 78; Verizon Exhs. 1, 8-12.

7. On August 21, 2023, Mr. Gehring contacted Verizon about issues making his payments and concerns about repeated calls he was receiving that were hang ups or unwanted solicitation recordings. Tr. 11-12, Verizon Exh. 14.

8. In September 2023, Mr. Gehring applied for and received notice that he was approved for the ACP. Tr. 15-16, 25. The notice did not mention telephone service, only internet. Tr. 16.

9. In late September or early October 2023, Mr. Gehring provided his approval code for the ACP to several Verizon customer representatives. Tr. 16-18, 24-25.

10. On November 27, 2023, Mr. Gehring called Verizon and the Commission to complain that the ACP discount was not being applied to his bills. Tr. 17, 20-21, 59, 95.

11. Whitney Phillips is a senior analyst employed by Verizon. Tr. 65.

12. The regulations of the Federal Communications Commission (FCC) regarding the affordability connectivity benefit state:

(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.

47 C.F.R. § 54.1802.

13. Verizon participated in the ACP. Tr. 80.

14. Verizon did not apply the affordability connectivity benefit to Mr. Gehring's account. Tr. 20-21, 77-78; Verizon Exhs. 1, 8-12.

15. Verizon's records show a total of five calls with the Complainant – two calls on October 20, 2023, and one call each on October 31, 2023, November 2, 2023 and November 27, 2023. The Company's records show that in all five calls, its representatives told Mr. Gehring that the ACP discount only applies to internet service and cannot be applied to his telephone-only account. Tr. 95, 98-99; Verizon Exhs. 6, 7.

16. On December 11, 2023, Verizon suspended the Complainant's telephone service for nonpayment. Tr. 17-18, 68, 71; Verizon Exh. 1 (Dec. 31, 2023 bill).

17. On December 15, 2023, Verizon restored Mr. Gehring's service. Tr. 78-79; Verizon Exh. 1 (Dec. 31, 2023 bill); Verizon Exh. 13.

18. On December 18, 2023, December 19, 2023, December 20, 2023 and December 21, 2023, Verizon's records show that its representatives called the Complainant about setting up a payment plan, but the phone was not answered or went to voicemail. Tr. 79; Verizon Exh. 13.

19. On January 11, 2024, Verizon re-suspended the Complainant's phone service. Verizon Exh. (Feb. 29, 2024 bill).

20. When a customer's account is suspended, the customer can make calls to 911 and to Verizon; the customer cannot make any outward calls or receive any incoming calls. Tr. 73, 75, 120-21.

21. BCS issued a decision on Mr. Gehring's informal complaint on February 27, 2024. Verizon Exh. 3.

22. BCS established a payment arrangement to restore service and pay the account in full. Tr. 80; Verizon Exh. 3.

23. On March 12, 2024, Mr. Gehring timely filed a notification of intent to appeal the BCS decision.

24. On March 22, 2024, Mr. Gehring timely filed a Formal Complaint.

25. In March 2024, Verizon disconnected Mr. Gehring's telephone service for nonpayment. Tr. 68, 80.

26. Verizon Exhibits 1 and 8 through 12 contain monthly bills for the Complainant’s account from September 2023 forward. The charges reflected in those bills are summarized below:

Bill Date	Past Due (\$)	New Charges (\$)	Total Due (\$)
September 30, 2023	33.12	31.31	64.43
October 31, 2023	47.87	16.77	64.64
November 30, 2023	64.64	20.30	84.94
December 31, 2023	84.94	26.88	111.82
January 31, 2024	111.82	17.40	129.22
February 29, 2024	129.22	-21.72	107.50
March 31, 2024	107.50	0.00	107.50
April 30, 2024	107.50	0.00	107.50
May 31, 2024	107.50	0.00	0.00

Verizon Exhs. 1 (Dec. 31, 2023 to Mar. 31, 2024 bills), 8 (Sept. 30, 2023 bill), 9 (Oct. 31, 2023 bill), 10 (Nov. 30, 2023 bill), 11 (Apr. 30, 2024 bill), and 12 (May 31, 2024 bill).

27. The December 31, 2023 bill includes service charges for January 1, 2024 to January 31, 2024. Verizon Exh. 1 (December 31, 2023 bill).

28. The December 31, 2023 bill also shows a negative adjustment for December 12, 2023 to December 15, 2023, and an \$11 charge to restore service on December 15, 2026. Tr. 114; Verizon Exh. 1 (Dec. 31, 2023 bill).

29. The January 31, 2024 bill includes service charges for February 1, 2024 to February 29, 2024. Verizon Exh. 1 (Jan. 31, 2024 bill).

30. The February 29, 2024 bill removes service charges for January 11, 2024 to February 29, 2024. Tr. 19; Verizon Exh. 1 (Feb. 29, 2024 bill).

31. On May 29, 2024, Verizon posted a billing adjustment to Mr. Gehring's account that reduced the balance to zero. Tr. 19, 81-82; Verizon Exh. 12 (May 31, 2024 bill).

32. Mr. Gehring's last payment to Verizon was on October 27, 2023 in the amount of \$16.56. Tr. 71; Verizon Exh. 9. He made no further payments on the account. Tr. 44-45, 59-60, 80.

33. Mr. Gehring did not comply with the BCS payment arrangement. Tr. 59-60, 80, 90; Verizon Exh. 3.

34. Mr. Gehring disputed his bills dated on and after October 31, 2023 because Verizon did not apply the affordability connectivity benefit. Tr. 24-26; Verizon Exhs. 1, 9-11.

35. Mr. Gehring's September 2023 bill, including amounts past-due, was \$64.43. Verizon Exh. 8. Following his October 2023 payment, the balance on the Complainant's undisputed bills was \$47.87 (\$64.43 - \$16.56).

36. In contrast to suspended service, after service is terminated, Verizon will not restore the old account; the applicant must go through the credit and verification process to establish new service. Tr. 73, 83, 114, 119.

DISCUSSION

Legal Standards

Burden of Proof

Section 332(a) of the Public Utility Code provides that the party seeking relief from the Commission has the burden of proof. 66 Pa.C.S. § 332(a). “Burden of proof” means a duty to establish a fact by a preponderance of the evidence, or evidence more convincing, by even the smallest degree, than the evidence presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950). As a matter of law, a complainant must show that the named utility is responsible or accountable for the problem described in the complaint in order to prevail. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990). The offense must be a violation of the Public Utility Code, the Commission’s regulations, or an outstanding order of the Commission. 66 Pa.C.S. § 701. As the individual who filed the Complaint in this proceeding, Mr. Gehring bears the burden of proof. 66 Pa.C.S. § 332(a).

If a complainant establishes a prima facie case, the burden of going forward with the evidence shifts to the utility. If a utility does not rebut that evidence, the complainant will prevail. If the evidence presented by the utility is of co-equal weight, the Complainant has not satisfied his burden of proof. Complainant would be required to provide additional evidence to rebut the evidence of Respondent. *Burleson v. Pa. Pub. Util. Comm’n*, 443 A.2d 1373 (Pa. Cmwlth. 1982) (*Burleson*). The burden of going forward with the evidence may shift from one party to another, but the burden of proof never shifts; it always remains on a complainant. *Milkie v. Pa. Pub. Util. Comm’n*, 768 A.2d 1217 (Pa. Cmwlth. 2001); *see also, Burleson*.

Any decision of the Commission must be supported by substantial evidence. 2 Pa.C.S. § 704. “Substantial evidence” is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & W. Ry. Co. v. Pa. Pub. Util. Comm’n*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unemployment Comp. Bd. of Rev.*, 166 A.2d 96 (Pa. Super. 1961); *Murphy v. Dept. of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984). Assertions, personal opinions or perceptions do not constitute factual evidence. *Pa. Bureau of Corr. v. City of Pittsburgh*, 532 A.2d 12 (Pa. 1987); *Mid-Atl. Power Supply Ass’n v. Pa. Pub. Util. Comm’n*, 746 A.2d 1196 (Pa. Cmwlth. 2000).

Reasonable service

Utility companies are required by law to provide their customers with adequate and reasonable service. Section 1501 of the Code states:

§ 1501. Character of service and facilities.

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

66 Pa.C.S. § 1501. This section does not require utility companies to provide perfect service, but a public utility is obligated to provide service that is reasonable and adequate. *Analytical Lab Servs., Inc. v. Metro. Edison Co.*, Docket No. C-20066608 (Opinion and Order entered Dec. 21, 2007) (*Analytical Labs*); *Emerald Art Glass v. Duq. Light Co.*,

Docket No. C-00015494 (Opinion and Order entered June 14, 2002); *Re: Metro. Edison Co.*, 80 Pa.P.U.C. 662 (1993).

Termination

Section 64.133 of the Commission's regulations for residential telecommunications service prohibit suspension and termination of service during pendency of a dispute, as follows:

Except as otherwise provided in this chapter, when a dispute is properly registered in accordance with this subchapter, suspension or termination based on disputed portions of the bill is prohibited until resolution of the dispute. However, the disputing party shall pay, or enter into a reasonable payment agreement for all undisputed portions of the bill. If the disputing party does not do so, the LEC [local exchange carrier] may suspend or terminate service based on the nonpayment, if the suspension or termination is otherwise permitted under this chapter.

52 Pa. Code § 64.133. Similarly, Section 64.122 of the Commission's regulations prohibits termination where a notice of dispute has been filed and is unresolved, if both of the following exist:

- (1) A notice of dispute has been filed and is unresolved and if the subject matter of the dispute forms the grounds for termination.
- (2) The customer is making a good faith effort to pay or make payment arrangements to pay all undisputed bills and undisputed portions of disputed bills.

52 Pa. Code § 64.122.

The regulations include similar provisions to address when service can be suspended or terminated while informal and formal complaints are pending. Section 64.153(a) provides, in relevant part:

The timely filing of an informal complaint acts as a limited stay and the LEC may not suspend or terminate service based on the complaining party's nonpayment of any billed amount which is contested in the informal complaint until the complaint is resolved. The LEC may not suspend or terminate service based on the complaining party's nonpayment of additional billed amounts that reflect the same underlying problem, other than a claimed inability to pay, as the billed amounts contested in the informal complaint. This limited stay does not prevent the LEC from suspending or terminating service based on the complaining party's nonpayment of other billed amounts, where the suspension or termination is otherwise permitted under this chapter. this subsection shall be read in conjunction with § § 64.141—64.152 and 64.154—64.171 when applicable to residential utility service.

52 Pa. Code § 64.153(a) (informal complaints).

The timely filing of a formal complaint acts as a limited stay and the LEC may not suspend or terminate service based on the complaining party's nonpayment of any billed amount which is contested in the formal complaint until the complaint is resolved. This limited stay does not prevent the LEC from suspending or terminating service based on the complaining party's nonpayment of other billed amounts, if the suspension or termination is otherwise permitted under this chapter, and if the suspension or termination is preceded by the required notification.

52 Pa. Code § 64.161(b) (formal complaints).

Complainant's Position

At the hearing in this matter, Mr. Gehring testified and explained the reasons for his Complaint. He explained that in Fall of 2023, he was receiving basic, landline telephone service from Verizon. Tr. 13, 70; Verizon Exhs. 1, 8-11. The Company was applying a Lifeline discount to his monthly service charges.⁴ Tr. 13, 70-71, 78; Verizon Exhs. 1, 8-12. On August 21, 2023, Mr. Gehring contacted Verizon about issues making his payments and concerns about repeated calls he was receiving that were hang ups or unwanted solicitation recordings. Tr. 11-12, Verizon Exh. 14. Mr. Gehring and Verizon's representative discussed different options to address his privacy concerns, but each option would increase his Verizon charges. Tr. 14. However, Mr. Gehring averred that the representative told him that if he was approved for the Affordable Connectivity Program, he should get a \$30 discount, which would pay his monthly telephone bill of about \$16 per month plus the \$15 per month for Caller ID. Tr. 14-15. When the representative mentioned the internet, the Complainant remembers saying that he was not hooked up to the internet, but was told that the program could also help pay for his landline. *Id.* Mr. Gehring said that the representative gave him an 800 number for the ACP. Tr. 15.

The Complainant testified that following his call with Verizon, he called the ACP, Lifeline, and the Pennsylvania Department of Human Services, all of which confirmed that Verizon was a participating provider with the ACP and should apply the discount to his landline phone service. Tr. 14-18, 24. In September 2023, Mr. Gehring applied for and received notice that he was approved for the ACP. Tr. 15-16, 25. The notice did not mention telephone service, only internet. Tr. 16.

⁴ Lifeline is an FCC program for qualifying low-income customers. Tr. 70-71; 47 C.F.R. § 54.401 (2026).

Mr. Gehring testified that, in late September or early October 2023, he provided, or attempted to provide, his approval code for the ACP to several Verizon customer representatives. Tr. 16-18, 24-25. He expected the discount to appear no later than his October 31, 2026 bill. Tr. 25. On November 27, 2023, he called Verizon and the Commission to complain that the discount was not applied to his bills. When the discount did not appear on his October bill (Tr. 25-26; Verizon Exhs. 9), Mr. Gehring called Verizon and the Commission to complain. Tr. 17, 20-21, 59, 95.

On December 11, 2023, Verizon suspended his telephone service for nonpayment. Tr. 17-18, 68, 71; Verizon Exh. 1 (Dec. 31, 2023 bill). After BCS issued a decision which held Mr. Gehring responsible for the full balance, i.e. without a \$30 monthly credit for the ACP discount, he appealed the decision by filing the instant Complaint on March 22, 2024. Tr. 58-60, 80; Verizon Exh. 3.

Mr. Gehring disputes his bills dated on and after October 31, 2023 because Verizon did not apply the affordability connectivity benefit. Tr. 24-26; Verizon Exhs. 1, 9-11. He objects to Verizon turning off his service for nonpayment because, in his view, if Verizon had been applying the ACP discount and crediting him \$30 a month, that would have served as payment toward the bills. Tr. 59-60. The Complainant also contended that he tried to get a copy of the agreement or contract between Verizon and the Affordable Connectivity Program run by the FCC, to support his position that the ACP includes telephone-only service, but Verizon did not provide it. Tr. 35-37, 42, 84; Gehring Exh. 2.

Mr. Gehring also asserts that charges on his December 31, 2023 and January 31, 2024 bills were fraudulent because the bills indicate that his service was turned back on, on December 15, 2023. Tr. 78-79, 131; Verizon Exh. 1 (Dec. 31, 2023 and Jan. 31, 2024 bills). The Complainant disputes those charges because he tried to call his home phone a couple of different times and the phone said it was temporarily

disconnected. Tr. 18, 23-24. He also disputes that Verizon tried to call him while the phone was allegedly on, arguing that he is only out of his building about 28 hours per week. Tr. 23-24. Mr. Gehring stated that the charges on the January 2024 bill were reversed in a later bill. Tr. 19, 24.

Verizon's Response

Verizon presented the testimony of Whitney Phillips, a senior analyst within the Company's district office. Tr. 65. The Company provided bills for Mr. Gehring's account as exhibits. Verizon Exhs. 1, 8-12. Ms. Phillips confirmed that, as shown on the bills, the Complaint was receiving telephone-only service from Verizon while his account was active; his service plan did not include broadband internet access service. *Id.*; Tr. 14, 15, 70, 77, 90.

According to Ms. Phillips, while Verizon did participate in the ACP, the Company did not apply the ACP discount to Mr. Gehring's service because it was telephone-only. Tr. 77-78, 80. It is the Company's position that Mr. Gehring was not eligible to receive the ACP discount because he had a telephone-only service plan. *Id.* Ms. Phillips testified that this position is based on her experience and the FCC's regulations, which state the discount can only be applied to a service plan that includes broadband internet service. Tr. 84, 90 (referencing 47 C.F.R. § 54.1802).

Verizon also presented records of its customer service representatives' notes regarding their interactions with Mr. Gehring. Tr. 91-99; Verizon Exhs. 6, 7. Ms. Phillips stated that it is standard practice for the representative who participates in the call to type the summaries during or shortly after the call. Tr. 92-93, 97. The Company's records for five calls with the Complainant on October 20, 2023 (two calls), October 31, 2023, November 2, 2023, and November 27, 2023 show that its representatives told Mr. Gehring that the ACP discount only applies to internet service and cannot be applied to

his telephone-only account. Tr. 95, 98-99; Verizon Exhs. 6, 7. Thus, Ms. Phillips contends that, even if someone had provided Mr. Gehring with the wrong information at some point, “he was consistently provided with the correct information on several occasions before services were suspended and disconnected for nonpayment.” Tr. 99.

Additionally, Ms. Phillips sponsored a letter from the Company to the Complainant, to which Verizon attached information from the FCC’s website about the ACP as well as a copy of the program regulations. Tr. 83-84; Verizon Exh. 4 (letter dated June 12, 2024). The Company’s witness said this was its response to Mr. Gehring’s request for a copy of Verizon’s contract with the FCC regarding the ACP, because the ACP was not implemented through a contract but rather through the FCC’s regulations. Tr. 84.

Ms. Phillips also offered testimony addressing the suspension and termination of Mr. Gehring’s service. As shown in the monthly bills, Mr. Gehring’s last payment to Verizon was on October 27, 2023 in the amount of \$16.56. Tr. 71; Verizon Exh. 9 (Oct. 31, 2023 bill). Verizon’s bills show that he had an unpaid balance of \$84.94 when the Company suspended service. Tr. 71; Verizon Exh. 1 (Dec. 31, 2023 bill). Ms. Phillips testified that, following suspension on December 11, 2023, the Company restored service on December 15, 2023. Tr. 78-79; Verizon Exh. 1 (Dec. 31, 2023 bill); Verizon Exh. 13. According to Ms. Phillips, this was initiated by the Company for the purpose of setting up a payment arrangement,⁵ but the representatives who called did not reach Mr. Gehring or hear back from him. Tr. 78-79; Verizon Exh. 13. As a result, the Company suspended the Complainant’s phone service again on January 11, 2026. Verizon Exh. (Feb. 29, 2024 bill).

⁵ When a customer’s account is suspended, a customer can make calls to 911 and to Verizon; a customer cannot make any outward calls or receive any incoming calls. Tr. 73, 75, 120-21.

Verizon permanently disconnected phone service in March 2024. Tr. 68, 80. Ms. Phillips avers this was done after BCS established a payment arrangement in February and Mr. Gehring did not make a payment. Tr. 80, 90; Verizon Exh. 3. She also explained that, in contrast to suspended service, after service is terminated, Verizon will not restore the old account; the applicant must go through the credit and verification process to establish new service. Tr. 73, 83, 114, 119.

After Mr. Gehring filed a Formal Complaint, Ms. Phillips testified that the parties communicated by mail, but it appeared to be impossible to speak with the Complainant to attempt to resolve his Complaint and establish service if he wished to create a new account. Tr. 81-83. It was Verizon's understanding that Mr. Gehring did not intend to call the Company because it was a hardship for him to access a phone. Ms. Phillips avers that, given the difficulties, the Company issued a courtesy credit to write off the Complainant's entire balance and informed him by mail. Tr. 82-83; Verizon Exh. 4; Verizon Exh. 12 (May 31, 2024 bill). She contends that, prior to being zeroed out, the balance on Mr. Gehring's accounts was correct, and based on valid charges. Tr. 89.

Analysis

Failure to Apply ACP Discount

Mr. Gehring raised two issues regarding incorrect charges on his bills. First, and central to his Complaint, he alleged that Verizon failed to apply the monthly ACP discount to his monthly bills. Mr. Gehring credibly testified that one Verizon representative and several people from other organizations, told him that – if he was approved for the ACP – Verizon would apply the ACP discount of up to \$30 to his monthly bills. Thus, Mr. Gehring reasons that there must be different provisions of the ACP that apply to telephone-only service. “I guess there's different sections of this ACP. Some of them take landlines. Some of them do not. And some do cell phones.” Tr. 15.

But review of the responsive evidence does not support the Complainant's conclusion. Consistent with Verizon's testimony, the FCC's regulations regarding the affordability connectivity benefit do not address standalone telephone service. The provision on the ACP discount states as follows:

§ 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.**

47 C.F.R. § 54.1802 (emphasis added). By its plain language, the regulation allows a participating provider to apply the benefit to service plans that include broadband internet access. Mr. Gehring's service plan with Verizon did not include internet service.

Further, the evidence shows that, after Mr. Gehring spoke with the initial Verizon representative, four different Verizon representatives told him that the ACP discount did not apply to his telephone-only service. Mr. Gehring disbelieved those representatives and remains convinced by other people whom he spoke to about the ACP who advised him differently. But his belief, no matter how strong, cannot form the basis of a finding in the Complainant's favor. Assertions, personal opinions or perceptions do not constitute factual evidence. *Pa. Bureau of Corr. v. City of Pittsburgh*, 532 A.2d 12

(Pa. 1987); *Mid-Atl. Power Supply Ass'n v. Pa. Pub. Util. Comm'n*, 746 A.2d 1196 (Pa. Cmwlth. 2000).

While Mr. Gehring did attempt to obtain a contract or documentation to support his position that his service plan is eligible for the ACP discount,⁶ the Company explained that the eligibility criteria is set forth in the regulations rather than a contract. Verizon mailed Mr. Gehring a copy of the full FCC regulations on the Affordable Connectivity Program, at 42 C.F.R. part 54, subpart R, as well as information posted on the FCC's website about the program. Although Mr. Gehring believes that a contract should exist because significant monies are involved, there is no basis to conclude that it does.

Based on the foregoing, I find that Mr. Gehring did not produce sufficient evidence to support a finding that Verizon provided unreasonable or inadequate service by not applying the ACP discount to Mr. Gehring's bills for telephone-only service.

December and January Charges for Active Service

Mr. Gehring raised a second issue about incorrect charges on his bills, specifically charges on his December 2023 and January 2024 bills that indicate his service was restored for a period beginning on December 15, 2023.⁷ As discussed above, the Complainant testified that he confirmed that his service was still turned off, by trying

⁶ Mr. Gehring's request to Verizon was for a specific agreement between Verizon and the ACP or FCC. Gehring Exh. 2 (seeking a "copy of 'Participating Provider' agreement/contract between Verizon and Affordable Connectivity Program umbrella'd by F.C.C." and any addendums or amendments); *see also* Tr. 35-37.

⁷ The December 31, 2023 bill reflects a negative adjustment for suspension of service for four days between December 12, 2023 and December 15, 2023 and an \$11 charge to restore service. Verizon Exh. 1 (Dec. 31, 2023 bill). Tr. 114. The January 31, 2024 bill includes service charges for February 1, 2024 to February 29, 2024. Verizon Exh. 1 (Jan. 31, 2024 bill).

to call his home phone. In rebuttal, Verizon provided bills and account records to support its contention that service was restored briefly, until January 11, 2024. Mr. Gehring responded that he is, more often than not, at home so it is not likely he would have missed calls from the Company.

Weighing all the evidence, I do not find that the Complainant rebutted the Company's testimony and call records, which are consistent about the purpose and timing of restoration of service. Mr. Gehring acknowledged that he is not always at home to answer the phone.⁸ Tr. 23-24.

I also find no errors in the December 31, 2023 and January 31, 2024 bills. Consistent with the foregoing discussion, the charges on the December 2023 bill reflect that service was suspended for four days between December 11, 2023 and December 15, 2023, and restored on December 15, 2023. Tr. 114; Verizon Exh. 1 (Dec. 31, 2023 bill). Additionally, the charges on December 31, 2023 bill for service after January 11, 2024, and the charges on the January 31, 2024 bill for service during February 2024, were both refunded in the February 29, 2024 bill. Verizon Exh. 1 (Feb. 29, 2024 bill). Based on review of all bills presented, this appears consistent with Verizon's manner of billing for the upcoming service period and then adjusting for actual service. Mr. Gehring also agreed that the contested charges on January 31, 2024 bill were reversed. Tr. 19.

As such, the Complainant did not meet his burden of proof to establish that his December 2023 and January 2024 bills were incorrect or that he was overbilled.

⁸ The Complainant estimates that he leaves his home 28 hours during the week, to walk. Tr. 23-24.

Termination of Service

Additionally, Mr. Gehring raised a concern that his service was suspended and terminated for nonpayment while he was disputing Verizon's failure to apply the ACP discount. During the hearing, he further explained his understanding that Verizon could not turn his phone service off as long as he was making a payment. "[I]f they would have been taking the ACP credit and crediting me the \$30 a month credit... In a sense, that's taking the payment from me by taking the [approval] code and crediting me." Tr. 59-60.

The record in this matter confirms that Mr. Gehring had registered a dispute with Verizon and a complaint with BCS on November 27, 2023, prior to suspension of service on December 11, 2023. The BCS decision on his informal complaint was issued on February 27, 2024, which he timely appealed. In the same decision, BCS established a payment agreement to restore service. Notwithstanding Mr. Gehring's timely appeal and Formal Complaint, the Company disconnected service in March 2024.

Verizon contends that Mr. Gehring's service was suspended and, ultimately, terminated for nonpayment. Tr. 71; 89-90, 99, 114. As discussed above, Ms. Phillips points to outstanding balances on the account.

As a general matter, the Commission's regulations stay or prohibit suspension and termination of service based on disputed portions of bills, while a dispute, informal complaint or formal complaint is pending. *See, generally*, 52 Pa. Code §§ 64.122, 64.133, 64.153(a), 64.161(b). However, the utility may suspend or terminate service for nonpayment, where the customer does not pay or make payment arrangements to pay all undisputed bills and undisputed portions of bills. *Id.*

In the instant matter, Mr. Gehring disputed his bills dated on and after October 31, 2023 because Verizon did not apply a \$30 affordability connectivity benefit after he provided his ACP approval code. Tr. 24-26; Verizon Exhs. 1, 9-11. As shown in the summary below, the September 30, 2023 and October 31, 2023 bills included past-due balances:

Bill Date	Past Due (\$)	New Charges (\$)	Total Due (\$)
September 30, 2023	33.12	31.31	64.43
October 31, 2023	47.87	16.77	64.64
November 30, 2023	64.64	20.30	84.94
December 31, 2023	84.94	26.88	111.82
January 31, 2024	111.82	17.40	129.22
February 29, 2024	129.22	-21.72	107.50
March 31, 2024	107.50	0.00	107.50
April 30, 2024	107.50	0.00	107.50
May 31, 2024	107.50	0.00	0.00

Verizon Exhs. 1 (Dec. 31, 2023 to Mar. 31, 2024 bills), 8 (Sept. 30, 2023 bill), 9 (Oct. 31, 2023 bill), 10 (Nov. 30, 2023 bill), 11 (Apr. 30, 2024 bill), and 12 (May 31, 2024 bill).

According to Mr. Gehring’s Complaint, a \$30 discount should have been applied to the total October 31, 2023 bill of \$64.64, to reduce the balance to \$34.64. Complaint ¶ 4. The \$34.64 balance was not disputed and past due. Mr. Gehring made no payments to Verizon on or after the October 31, 2023 bill. And he did not accept the BCS payment arrangement. Thus, based on a careful review of the evidence, there has been no showing that Verizon’s suspension or termination of service was unreasonable or otherwise failed to comply with the Commission’s requirements regarding suspension or termination of service while a dispute was pending.

Relief Requested

Mr. Gehring was clear that he was pursuing his Complaint, notwithstanding that the Company has already zeroed out his account balance. Tr. 41-42. Also, Mr. Gehring acknowledged that he understood that the ACP was no longer being funded and would not be available to help him with bills going forward, even if his service was restored. Tr. 41-42. With that said, Mr. Gehring provided compelling testimony that not having a telephone at his home is a hardship. Tr. 19-20, 50.

Consistent with the discussion above, I have not found that the Complainant met his burden to show that Verizon violated any provision of the Public Utility Code or the rules and regulations of the Commission by failing to apply the ACP discount or turning off phone service. Accordingly, an adjustment to the account balance was not required. Nor will it serve to put Mr. Gehring in the position he was before service was suspended in December 2023. However, it does position the Complainant to apply for new telephone service at any time,⁹ without paying any past balance.

Excluded Exhibits

As a final matter, I will address the exclusion of two exhibits presented by Mr. Gehring for admission into the evidentiary record, which were identified as Gehring Late-Filed Exhibits 1 and 2. The basis for my ruling was set forth in an interim order issued on February 13, 2026.

Gehring Late-Filed Exhibit 1 is a letter dated May 22, 2024, sent by Mr. Gehring and addressed to Attorney Paiva. The letter states that a copy was also sent to

⁹ If he chooses to establish new service, Mr. Gehring is encouraged to contact the Company by phone, so that he can complete the verification process. Tr. 83.

Teri-Lee Rhoades, Mediator, at the Commission. Gehring Late-Filed Exhibit 2 is a letter dated July 10, 2024, sent by Mr. Gehring and addressed to Attorney Paiva. This letter also states that a copy was sent to Mediator Rhoades.

This proceeding was referred to the mediation unit of the Office of Administrative Law Judge on April 29, 2024. The case was assigned to a presiding officer on October 2, 2024. Both documents at issue were mailed by the Complainant while the case was with the mediation unit. As a general rule, mediation communications and documents are privileged and shall not be admissible as evidence in an administrative proceeding. 42 Pa.C.S. § 5949(a); *see also* Pa.R.C.P. Rule 1940.2 (mediation is a confidential process).

Additionally, Section 5.401(b) of the Commission's regulations provides that evidence will be excluded if the evidence is duplicative. 52 Pa. Code § 5.401(b)(1). The content of the letters, in full or large part, is already part of the record through the Complainant's testimony and through his cross-examination of Verizon's witness. Tr. 11-60 (Gehring); Tr. 102-25 (Phillips). The testimony provided at the hearing has greater probative value than the statements in the letters because it was made under oath and subject to cross-examination. Moreover, not making the letters themselves part of the public record maintains the confidentiality of the mediation process.

Accordingly, as I did not admit the exhibits into the evidentiary record, the exhibits were not considered in reaching the instant Decision.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and the subject matter of this proceeding. 66 Pa.C.S. § 701.
2. The burden of proof in this proceeding is on the Complainant. 66 Pa.C.S. § 332(a).
3. “Burden of proof” means a duty to establish a fact by a preponderance of the evidence, or evidence more convincing, by even the smallest degree, than the evidence presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).
4. A complainant must show that the named utility is responsible or accountable for the problem described in the complaint in order to prevail. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990).
5. If a complainant establishes a prima facie case, the burden of going forward with the evidence shifts to the utility. If a utility does not rebut that evidence, the complainant will prevail. If the utility rebuts the complainant’s evidence, the burden of going forward with the evidence shifts back to the complainant, who must rebut the utility’s evidence by a preponderance of the evidence. If the evidence presented by the utility is of co-equal weight, the Complainant has not satisfied his burden of proof. Complainant would be required to provide additional evidence to rebut the evidence of Respondent. *Burleson v. Pa. Pub. Util. Comm’n*, 443 A.2d 1373 (Pa. Cmwlth. 1982) (*Burleson*).
6. The burden of going forward with the evidence may shift from one party to another, but the burden of proof never shifts; it always remains on a complainant.

Milkie v. Pa. Pub. Util. Comm'n, 768 A.2d 1217 (Pa. Cmwlth. 2001); *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982).

7. Any decision of the Commission must be supported by substantial evidence. 2 Pa.C.S. § 704.

8. “Substantial evidence” is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & W. Ry. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unemployment Comp. Bd. of Rev.*, 166 A.2d 96 (Pa. Super. 1961); *Murphy v. Dept. of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

9. Assertions, personal opinions or perceptions do not constitute factual evidence. *Pa. Bureau of Corr. v. City of Pittsburgh*, 532 A.2d 12 (Pa. 1987); *Mid-Atl. Power Supply Ass'n v. Pa. Pub. Util. Comm'n*, 746 A.2d 1196 (Pa. Cmwlth. 2000).

10. Every public utility shall furnish and maintain adequate, efficient, safe and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience and safety of its patrons, employees and the public. 66 Pa.C.S. § 1501.

11. The Commission’s regulations allow a utility to suspend and terminate residential telecommunications service for nonpayment while a dispute is pending, if the customer pays, or enters into a payment agreement to pay, undisputed bills and undisputed portions of bills. 52 Pa. Code §§ 64.133, 1.22.

