

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of) File No. EB-13-MD-002
Nina Shahin,)
Complainant,)
v.)
Verizon Delaware LLC, Verizon Long Distance)
LLC, and Verizon Online LLC,)
Defendants.)

MEMORANDUM OPINION AND ORDER

Adopted: April 11, 2014

Released: April 14, 2014

By the Commission:

I. INTRODUCTION

1. This Memorandum Opinion and Order denies a formal complaint¹ that Nina Shahin (Ms. Shahin) filed against Verizon Delaware LLC, Verizon Long Distance LLC, and Verizon Online LLC (collectively, Verizon)² under Section 208 of the Communications Act of 1934, as amended (the Act).³

¹ Complaint, File No. EB-13-MD-002 (filed May 24, 2013) (Complaint).

² The Complaint names “Verizon” as the defendant, and “Verizon” is the name that appears in various bills and correspondence sent to Ms. Shahin. See, e.g., Verizon’s Answer to Nina Shahin’s Formal Complaint, File No. EB-13-MD-002 (filed Aug. 9, 2013) (Answer), Tab G (Exhibits) 1, 2, 5, 7, and 9. Nevertheless, the Answer argues that “Verizon” cannot be held liable in this proceeding because it is neither a legal entity nor a “telecommunications carrier” as defined in the Act. Answer, Tab A (Answer) at 10; id. Tab B (Verizon’s Legal Analysis) at 5. See also Motion to Dismiss and Stay Complaint Proceedings, File No. EB-13-MD-002 (filed June 14, 2013) (Motion to Dismiss) at 2. In an effort to identify the appropriate defendant(s), Commission staff propounded an interrogatory requesting the names of the entity (or entities) that provided services to Ms. Shahin. Letter to Nina Shahin and Verizon from Market Disputes Resolution Division, File No. EB-13-MD-002 (dated Sept. 18, 2013) at 2. In response, the defendant identified Verizon Delaware LLC, Verizon Long Distance LLC, and Verizon Online LLC as the relevant entities and stated that the counsel who received and responded to the Complaint represents all three entities. Verizon’s Responses to Complainant’s and Enforcement Bureau Staff’s Interrogatories, File No. EB-13-MD-002 (filed Oct. 4, 2013) at 6. Even if Ms. Shahin – a pro se complainant – incorrectly named the appropriate defendants, we find that the proper defendants received actual notice of the Complaint’s allegations and, accordingly, suffered no prejudice. See Int’l Telecharge, Inc. v. Sw. Bell Tel. Co., Memorandum Opinion and Order, 11 FCC Rcd 10061, 10077, para. 43 (Common Carrier Bur. 1996) (denying a motion to dismiss where the “proper defendant had been given actual notice and would suffer no prejudice as a result of [the complainant’s] oversight”). We therefore substitute Verizon Delaware LLC, Verizon Long Distance LLC, and Verizon Online LLC as the defendants in this proceeding.

³ 47 U.S.C. § 208.

The Complaint alleges that Verizon violated Sections 201(b) and 202(a) of the Act⁴ due to (1) “erratic and confusing billing including excessive charges” that ultimately resulted in disconnection of Ms. Shahin’s telecommunications services for nonpayment;⁵ (2) improper installation of telecommunications services that resulted in the disconnection of Ms. Shahin’s home security services;⁶ and (3) “national origin discrimination” based on Ms. Shahin’s and her husband’s countries of birth.⁷ As discussed below, we find that Ms. Shahin has failed to meet the burden of proof that – as the complainant – she bears. Accordingly, we deny the Complaint.⁸

II. BACKGROUND

2. Beginning in April 2009, Ms. Shahin purchased various services from Verizon’s Delaware tariff, including two residential “voice” lines.⁹ According to Ms. Shahin, from the first month of service, Verizon’s bills were “difficult to understand and very confusing.”¹⁰ Ms. Shahin also alleges that Verizon “delayed, interrupted and duplicated” her facsimile service “in order to stretch the billable time,”¹¹ and that a Verizon technician disconnected her residential alarm service from the alarm company’s monitoring station, thereby disrupting her security system.¹² Ms. Shahin then stopped paying Verizon various charges that she disputed.¹³ On September 9, 2011, Verizon disconnected Ms. Shahin’s voice service for non-payment.¹⁴

3. In 2009, Ms. Shahin filed a complaint about the billing issues with the Delaware Public Service Commission.¹⁵ She then filed three separate informal complaints with this Commission in 2010

⁴ 47 U.S.C. §§ 201(b), 202(a).

⁵ Complaint at 4, 6.

⁶ Complaint at 4, 8–9.

⁷ Complaint at 2–4.

⁸ Because we deny the Complaint on the merits, we do not decide whether, as Verizon argues, the Complaint ought to be dismissed because Ms. Shahin “abandoned” her claims or because the claims fall outside the two-year statute of limitations contained in Section 415(b) of the Act. 47 U.S.C. § 415(b); *see* Motion to Dismiss at 3–8; Answer, Tab A (Answer) at 10; *id.* Tab B (Verizon’s Legal Analysis) at 6–11.

⁹ Complaint at 2, 6; Answer, Tab B (Verizon’s Legal Analysis) at 20. Verizon argues that Ms. Shahin cannot pursue a claim under Section 208 of the Act for damages allegedly stemming from disconnection of cable and Internet services that she purchased from Verizon. *See* Answer, Tab B (Verizon’s Legal Analysis) at 22. There is no evidence in the record concerning which Verizon entity provided what services to Ms. Shahin. Nonetheless, even viewing the Complaint’s allegations in the light most favorable to Ms. Shahin, we find that she has failed to substantiate any misconduct whatsoever on the part of Verizon regarding the disconnection of cable and Internet services.

¹⁰ Complaint at 6.

¹¹ *Id.* *See also id.* at 1; Complainant, Nina Shahin’s Reply Opposing the Defendant, Verizon’s Answer to Her Formal Complaint, File No. EB-13-MD-002 (filed Aug. 26, 2013) (Reply), Proposed Findings of Fact and Conclusions of Law at 48, para. 4.

¹² Complaint at 11–12.

¹³ Complaint at 7; *see also id.* at 10 (stating that “since April of 2009 Complainant stopped to pay (sic) Verizon’s monthly fees in expectation of complaint resolution”).

¹⁴ *See* Answer, Tab G (Exhibits), Exhibit 5 (Letter from Verizon to Nina Shahin, FCC, File No. EB-11-MDIC-0005 (filed Oct. 11, 2011)). On September 14, 2011, Verizon disconnected for non-payment the other services that Ms. Shahin ordered, *i.e.*, video and data services. *Id.*

¹⁵ *See, e.g.*, Complaint at Exhibits 4, 5, 7.

and 2011.¹⁶ Also in 2011, Ms. Shahin filed a formal complaint with the Commission, which was dismissed without prejudice because of numerous procedural deficiencies.¹⁷ Subsequently, on May 28, 2013, Ms. Shahin filed the instant formal complaint, alleging that Verizon violated Sections 201(b) and 202(a) of the Act.¹⁸

III. DISCUSSION

A. Ms. Shahin Has Failed to Demonstrate that Verizon Violated the Act.

4. In a formal complaint proceeding under Section 208 of the Act, the complainant bears the burden of proof.¹⁹ Thus, to prevail, Ms. Shahin “must demonstrate by a preponderance of the evidence that the alleged violation of the Act or the Commission’s rules actually occurred.”²⁰ After reviewing the record, we conclude that Ms. Shahin has failed to proffer sufficient evidence demonstrating that Verizon’s conduct violated Section 201(b) or 202(a) of the Act.²¹

5. To begin, nothing in the Complaint shows that Verizon’s bills were unlawful. Although Ms. Shahin attaches various documents to the Complaint – including Verizon’s bills,²² correspondence with the Delaware Public Service Commission,²³ collection notices,²⁴ a “service ticket” from ADT (the alarm service provider),²⁵ correspondence with Verizon,²⁶ and an informal complaint²⁷ – none of these

¹⁶ Complaint at 5–6. See Informal Complaint No. IC 11-C00288420 (filed May 11, 2011). Ms. Shahin’s May 11, 2011 informal complaint was initially assigned Consumer & Governmental Affairs Bureau file number IC 11-C00288420, and was later reassigned by the Enforcement Bureau to File No. EB-11-MDIC-0005. Letter from Market Disputes Resolution Division to Verizon (Sept. 8, 2011) (on file in EB-13-MD-002). See also Informal Complaint No. IC 10-C00207442 (filed Mar. 22, 2010); Informal Complaint No. IC 10-C00258735 (filed Nov. 4, 2010).

¹⁷ Letter from Market Disputes Resolution Division to Nina Shahin, File No. EB-12-MD-001 (Feb. 24, 2012); *Nina Shahin v. Verizon*, Order on Reconsideration, 28 FCC Rcd 122 (2013).

¹⁸ Complaint at 5. The Complaint also purports to state “causes of action against Verizon” based on Sections 206 and 217 of the Act. *Id.* Section 206 of the Act (entitled “Liability of Carriers for Damages”) allows an injured person to recover damages against a carrier who violates the substantive obligations contained in Title II of the Act. 47 U.S.C. § 206. It does not itself impose substantive obligations on carriers. Section 217 of the Act (entitled “Liability of Carrier for Acts and Omissions of Agents”) provides that the “act, omission, or failure” of a common carrier’s employee undertaken in the scope of employment will be deemed the act, omission, or failure of the carrier. 47 U.S.C. § 217. Because Ms. Shahin has not demonstrated that any Verizon employee acted in contravention of Title II, Verizon can incur no liability as a result of Section 217.

¹⁹ See 47 U.S.C. § 208; see, e.g., *Directel, Inc. v. Am. Tel. and Tel. Co.*, Memorandum Opinion and Order, 11 FCC Rcd 7554, 7560–61, para. 14–15 (Common Carrier Bur. 1996); *Amendment of Rules Governing Procedures to be Followed when Formal Complaints are Filed Against Common Carriers*, Report and Order, 12 FCC Rcd 22497 (1997); *Amendment of Rules Concerning Procedures to be Followed when Formal Complaints are Filed Against Common Carriers*, Report and Order, 8 FCC Rcd 2614 (1993). See generally 47 C.F.R. §§ 1.720–1.735.

²⁰ See, e.g., *Consumer.net, LLC and Russ Smith v. Verizon Commc’ns, Inc.*, Memorandum Opinion and Order, 25 FCC Rcd 2737, 2740, para. 10 (2010).

²¹ 47 C.F.R. § 1.721(a)(5). In addition to lacking factual support, the Complaint is devoid of legal support. See 47 C.F.R. § 1.721(a)(6) (requiring formal complaints to contain a legal analysis relevant to the claims). In her Reply, Ms. Shahin does present limited legal arguments. See Reply at 22–24. Those arguments do not directly relate to the allegations in the Complaint, however. Rather, they address Verizon’s defense that it was not properly named as a defendant.

²² See Complaint at Exhibits 1, 11, 12.

²³ See Complaint at Exhibits 2, 3, 4, 5.

²⁴ See Complaint at Exhibits 13, 15.

²⁵ See Complaint at Exhibit 9.

documents constitutes evidence that Verizon acted unreasonably or discriminated with regard to billing practices.²⁸ The bill reprint offered appears to be in order, and Ms. Shahin provides no legal basis (nor are we aware of any) for us to conclude that a minor, isolated typographical error on a copy rises to a violation of the Act.

6. Likewise, there are no grounds for us to rule that Verizon's disconnection of Ms. Shahin's services was impermissible. Ms. Shahin admits that she failed to pay in full for the services she received,²⁹ and she makes no argument that Verizon's disconnection of services violated a tariff, contract, or other legal obligation. Moreover, the record shows that Verizon attempted several times to work with Ms. Shahin to address her concerns (including an offer in the informal complaint process to forgive the *entire* owed amount), but that Ms. Shahin rejected any efforts to resolve the situation.³⁰

7. Ms. Shahin also failed to substantiate her facsimile-related claims. She provides no evidence that Verizon was the cause of these alleged difficulties. On the contrary, the record indicates that Verizon investigated Ms. Shahin's facsimile-related complaints and concluded that the problems pertained to Ms. Shahin's computer, *i.e.*, not Verizon's service.³¹ In the absence of any contrary evidence or legal argument, we conclude that Verizon committed no violation.

8. Similarly, neither of the two documents attached to the Complaint relating to the alleged outage of Ms. Shahin's alarm service demonstrates that Verizon acted unlawfully. The "service ticket" from ADT contains only a vague notation in the "work performed" section that "Verizon disconnected phone line,"³² and an "archive history report," purportedly from ADT, containing no references to Verizon.³³ Without more (such as an affidavit from the ADT technician), we are unable to conclude that the alarm was in fact disabled, or even assuming it was disabled, that Verizon was the cause of this issue. And although Ms. Shahin did incur a \$25 fee from ADT for the "service ticket" visit, Verizon later fully reimbursed Ms. Shahin as a "courtesy."³⁴ Thus, in light of the lack of evidence connecting the alleged alarm service outage to Verizon, and Verizon's efforts to address Ms. Shahin's concerns, we are unable to find that Verizon acted unreasonably.

9. Finally, the Complaint fails to establish a case of discrimination. A complainant alleging discrimination under Section 202(a) of the Act must demonstrate that (1) there are "like" services at issue; (2) there are differences in the terms and conditions pursuant to which the services are provided; and (3)

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²⁶ See Complaint at Exhibits 6, 10, 14.

²⁷ See Complaint at Exhibits 7–8.

²⁸ Complaint at Exhibits 2–4.

²⁹ Complaint at 10 (stating that in "April 2009 Complainant stopped to pay (sic) Verizon's monthly fees in expectation of complaint resolution").

³⁰ See Answer, Tab G (Exhibits), Exhibit 2 (Letter from Verizon to Consumer & Governmental Affairs Bureau, Informal Complaint No. IC 10-C00207442 (dated Apr. 30, 2010) (describing various instances where Verizon attempted to assist Ms. Shahin); Reply at Exhibit 5 ("Verizon is willing to release Ms. Shahin from the amount due Verizon – which is likely to be around \$1,000 – provided that Ms. Shahin releases Verizon from any and all claims that arose prior to the date of settlement").

³¹ Answer, Tab A (Answer) at 3–4, paras. 3–4; Answer, Tab G (Exhibits), Exhibit 10, at 3–4, para. 14 (stating that Verizon's "technician isolated the [fax] issue at the customer's computer"); Reply at 3.

³² Complaint at Exhibit 9.

³³ Reply at Exhibit C.

³⁴ Answer, Tab B (Verizon's Legal Analysis) at 21.

the differences are not reasonable.³⁵ Although Ms. Shahin points to evidence of unspecified “verbal communications” with Verizon employees³⁶ and her “perception” that a Verizon technician “no doubt . . . detected that [she] was foreign-born[,] . . . treated her with contempt[,] . . . [and] tried to make her [feel] stupid,”³⁷ these allegations, even if credited, do not amount to evidence that the terms and conditions under which Verizon provided service to Ms. Shahin were in fact different from the terms and conditions under which Verizon provided “like” services to other customers.

10. In sum, the record in this proceeding fails to present sufficient evidence to convince us that Verizon’s actions were unreasonable or discriminatory under the Act. Consequently, we deny the Complaint.

IV. ORDERING CLAUSES

11. Accordingly, IT IS ORDERED, pursuant to Sections 4(i), 4(j), 201, 202, 206, 208, and 217 of the Communications Act of 1934, as amended, 47 U.S.C. §§ 154(i), 154(j), 201, 202, 206, 208, and 217, and Sections 1.720–1.736 of the Commission’s rules, 47 C.F.R. §§ 1.720–1.736, that the Complaint is DENIED.

FEDERAL COMMUNICATIONS COMMISSION

Marlene H. Dortch
Secretary

³⁵ See, e.g., *Competitive Telecommunications Ass’n v. FCC*, 998 F.2d 1058, 1061 (D.C. Cir. 1993); *Orloff v. Vodafone AirTouch Licenses*, Memorandum Opinion and Order, 17 FCC Rcd 8987, 8993–94, para. 14 (2002), review denied, *Orloff v. FCC*, 352 F.3d 415 (D.C. Cir. 2003), cert. denied, 542 U.S. 937 (2004).

³⁶ Complaint at 12.

³⁷ Reply at 40–41.