

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF CALIFORNIA**



**FILED**

08-20-10  
04:59 PM

The City of Santa Barbara )  
 )  
 Complainant, )  
 )  
 vs. ) C.10-01-005  
 ) (Filed January 19, 2010)  
 Verizon California Inc., a )  
 California corporation (U 1002 C), )  
 )  
 )  
 Defendant. )  
 \_\_\_\_\_ )

**VERIZON CALIFORNIA INC. (U 1002 C)  
RESPONSE TO MOTION FOR SUMMARY JUDGMENT OF  
THE CITY OF SANTA BARBARA**

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August 20, 2010

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Pursuant to the telephonic conference in this case, the Administrative Law Judge will resolve the Complaint on the basis of competing motions for summary judgment. Verizon California Inc. (U 1002 C) (Verizon) submits this response to the City of Santa Barbara's (City or Santa Barbara) letter brief in accordance with the schedule to which the parties and ALJ Ryerson have agreed.

### **INTRODUCTION**

The City submitted a letter brief providing an interpretation of Verizon's tariff Rule 40 that ignores words in the tariff, leads to an absurd result eviscerating Commission-established uniformity across telecommunications companies, and ignores the long-standing Commission policy that private property owners who benefit from conversions must equitably share in the costs of undergrounding. Verizon anticipated and rebutted virtually all of the City's arguments in Verizon's motion for summary judgment filed August 6, 2010 (Motion), and incorporates its rebuttal here.

The City, however, inappropriately cites numerous facts not in evidence trying to convince the Commission that Verizon has a *new* interpretation of its tariff. Verizon disputes these so-called facts and moves to strike them or have the Commission give them no weight. The City also incorrectly argues that Verizon has the same conversion obligations as Southern California Edison. But the City is wrong as the Commission has imposed additional obligations on electric utilities because they allocate funds for the specific purpose of promoting undergrounding—obligations that are not imposed on communications companies. Finally, the City's point that the Communications Division rejected a

Verizon Advice Letter is irrelevant to the merits of this case. This too must be given no weight.

The City's views clash with Commission policy and rules of interpretation and should therefore be rejected. Instead, the Commission should grant Verizon's Motion and adopt Verizon's reasonable interpretation and reasoned analysis.

## **ARGUMENT**

### **I. THE COMMISSION CANNOT CONSTRUE TARIFF AMBIGUITIES IN CUSTOMER'S FAVOR WHERE DOING SO WOULD LEAD TO ABSURD RESULTS OR LEAVE SURPLUS LANGUAGE**

As explained in Verizon's Motion (at 3-4), tariffs filed with the Commission equate to administrative regulations, subject to the same rules that govern the interpretation of statutes.<sup>1</sup> To interpret a tariff the Commission must look first at its language, giving the words their ordinary meaning, avoiding both "absurd results"<sup>2</sup> and "interpretations which make *any* language surplus."<sup>3</sup> If ambiguity exists, the Commission may rely on sources beyond the plain language of the tariff, such as the regulatory history and the principles of statutory construction, to interpret the tariff. The lack of definition of a key term causes an obvious ambiguity requiring Commission interpretation.<sup>4</sup> Where tariff ambiguities exist, "a

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<sup>1</sup> Decision 05-10-049, n.4 (*citing Zacky & Sons Poultry Co, v. Southern California Edison Company*, D.03-04-058 at 4).

<sup>2</sup> D.03-03-045 at 3-4 (*mimeo*).

<sup>3</sup> *Id.* (emphasis added).

<sup>4</sup> See D.87-05-031 (lack of definition of the word "noncontinuous" in tariff creates ambiguity requiring Commission interpretation); Decision 08-10-016 at 105 (*mimeo*) (finding that "[t]he Public Utilities Code does not define "fraud," as the term is used in § 2892.3. Therefore, we must interpret the legislative intent of § 2892.3."); Decision 02-02-051 at 47 (*mimeo*) ("The Commission has ... relied on § 701 to interpret statutes where specific terms are not defined.").

fair amount of discretion rests with the decision-maker”<sup>5</sup> to “determine whether an interpretation of a tariff sought by a party is reasonable,”<sup>6</sup> including discretion to interpret a tariff in the utility’s favor.<sup>7</sup>

As explained in detail in Verizon’s Motion, the Commission must interpret the tariff against the City because its interpretation unreasonably leaves surplus language and creates an absurd result. According to the City, the term *underground service connection facility* is the same as *service connection*<sup>8</sup> and because the tariff definition of service connection includes the term *underground supporting structure* payment of service connection activities by definition includes payment of the underground supporting structure. Because it ignores the words *underground* and *facility* in “underground service connection facility” used in Rule 40A.1.b, Santa Barbara’s interpretation violates interpretation rules.<sup>9</sup> Neither the City nor the Commission can ignore these extra words, in particular the word *facility*. As previously explained, D.73078 required use of the

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<sup>5</sup> D.05-10-049 at 13 (*mimeo*).

<sup>6</sup> *Id.* (emphasis added).

<sup>7</sup> See D.05-05-048. D.05-05-048 held that almond growers were entitled to agricultural rates because the hulling and shelling of almonds did not change the form of product, contrary to PG&E’s argument, thus ordering PG&E to provide refunds. The parties disputed the refund period length, requiring interpretation of PG&E’s Rule 17.1, and the Commission interpreted this issue in PG&E’s favor (rejecting almond growers’ demand for a 3-year refund period). D.05-05-048 at 17. Using its discretion, the Commission later reversed that interpretation on rehearing in D.05-10-049: “The law recognizes that where tariff ambiguities exist, a fair amount of discretion rests with the decision-maker. Therefore, *there was no legal error in the Decision per se*. Nevertheless, . . . we are persuaded that the Decision should be modified to apply the 3-year refund period under Rule 17.1.” D.05-10-049 at 13 (emphasis added). D.05-10-049 thus stands for the proposition that based on its discretionary powers the Commission does not commit legal error interpreting a tariff ambiguity in utility’s favor.

<sup>8</sup> See City of Santa Barbara Letter at 6; see *also* City’s Complaint, Exhibit D thereto at 3 (service connection “is identical to and means the same thing as the phrase ‘service connection facility’ . . .”).

<sup>9</sup> Ignoring the word “facility” violates the tariff interpretation rule of “avoiding interpretations which make any language surplus.” Decision 05-10-049, n.4 (*citing Zacky & Sons Poultry Co, v. Southern California Edison Company*, D.03-04-058 at 4).

term “underground facilities” when apportioning costs, such that the utility paid for cables or wires on the benefitting private property, regardless of distance.<sup>10</sup>

Instead of this unlimited distance obligation, Verizon’s Rule 40A.1.b effectively limits the obligation to 100 feet of cables/wires.

That a defined term (“service connection”) is apparently included within an undefined term (“underground service connection facility”) may present a complicating factor. However, a careful reading of the authorities cited indicates that *service connection*, as subsumed in the term *underground service connection facility* in Rule 40, is not a defined term. The preliminary statement to the D&R section in which the definition for service connection appears cautions that those definitions may not apply in every tariff in which they appear:

DEFINITIONS AND RULES -PRELIMINARY STATEMENT

The definitions and rules in this schedule apply except that if a definition or *condition for service* in any other schedule conflicts with these definitions and rules, *the definition or condition for service in the other schedule shall apply*.<sup>11</sup>

As explained above, conditions for service in Rule 40 conflict with the definition contained in the D&R. This is bolstered by the fact that the definition of *service connection* itself mentions two different tariffs for further reference (Distribution facilities and Line Extensions), both of which use this term.<sup>12</sup> This further reference to distribution facilities and line extensions is also consistent

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<sup>10</sup> Verizon Motion at 5-6; see also, Rule 40A.1a.(2)(b) (providing that the “property owner will provide and maintain the underground supporting structure needed on his property to furnish service to him from the *underground facilities* of the Utility”).

<sup>11</sup> Schedule Cal. P.U.C. No. D&R 1<sup>st</sup> Revised Sheet D (emphasis added) (underlining in original).

<sup>12</sup> Schedule Cal. P.U.C. No. D&R 11<sup>th</sup> Revised Sheet 11(stating: “(See Distribution facilities and Line Extensions)”).

with the discussion in Verizon’s Motion at 11-12, which explains the Commission’s historical use of the term “service connection” for “purposes of new service connections and new construction (including line extensions), [but] never conversions.”<sup>13</sup>

Courts also provide guidance on handling the complication posed here. They do not simply ignore words in key terms. Instead, the decision-maker must look to the policy behind the statute at issue to determine the proper interpretation of the undefined term.<sup>14</sup> Because tariffs are like statutes, that is exactly what the Commission must do here—look to the policy behind conversions to interpret the term *underground service connection facility*.

The Commission faces here definitional issues very similar to those the Supreme Court faced in *Hamilton v. Lanning*.<sup>15</sup> In *Hamilton*, the Court addressed the petitioner trustee’s argument that the undefined term “projected disposable income” in the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 (the Act) should have the same meaning as the defined term “disposable income” in that Act. The Court found that the trustee’s interpretation ignored the word “projected”<sup>16</sup> and would produce “senseless results that we do not think Congress intended.”

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<sup>13</sup> Verizon Motion at 11. Verizon also explained (at 11-12) that it was the commercial line extension decision—D.78294—that ordered telecommunications companies to file a revised service connection rule.

<sup>14</sup> See *Kibbe v. Sumski (In re Kibbe)*, 361 B.R. 302 (B.A.P. 1st Cir. 2007) (after analysis of Congressional intent, holding that the undefined term “projected disposable income” is different from the defined term “disposable income”); *Hamilton v. Lanning*, 130 S.Ct. 2464 (2010) (same).

<sup>15</sup> 130 S.Ct. 2464 (2010).

<sup>16</sup> *Id.* at 2475.

In cases in which the debtor's disposable income is higher during the plan period, the [trustee's] approach would deny creditors payments that the debtor could easily make. And where, as in the present case, the debtor's disposable income during the plan period is substantially lower, the [trustee's] approach would deny the protection of Chapter 13 to debtors who meet the chapter's main eligibility requirements. Here, for example, respondent is an "individual whose income is sufficiently stable and regular" to allow her "to make payments under a plan," and her debts fall below the limits set out in [the Act]. But if the [trustee's] approach were used, she could not file a confirmable plan. . . . [A] plan cannot be confirmed unless "the debtor will be able to make all payments under the plan and comply with the plan." And as petitioner concedes, respondent could not possibly make the payments that the [trustee's] approach prescribes.<sup>17</sup>

Just as petitioner's interpretation in *Hamilton* leads to senseless results, the City's interpretation here leads to the absurd result of Verizon as the only telecommunications company with an obligation to pay for the underground supporting structure in conversions.<sup>18</sup>

In addition to finding the trustee's interpretation absurd or senseless, the Supreme Court also found his interpretation inconsistent with Congressional intent, as it would effectively read a phrase out of the statute. The Act's reference to projected disposable income,

"to be received in the applicable commitment period" strongly favors [respondent's] approach. There is no dispute that respondent would in fact receive far less than \$756 per month in disposable income during the plan period, so petitioner's projection does not accurately reflect "income to be received" during that period. The [trustee's] approach effectively reads this phrase out of the statute when a debtor's current disposable income is

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<sup>17</sup> *Id.* at 2476.

<sup>18</sup> See Verizon Motion at 7-10.

substantially higher than the income that the debtor predictably will receive during the plan period.<sup>19</sup>

Just as petitioner's interpretation would have the Court ignore Congressional policy in *Hamilton*, the City here attempts to have the Commission's cost-sharing policy ignored. As explained in Verizon's Motion (at 4-9), Commission policy steadfastly requires equitable sharing of costs between the utility and the benefitting property owner. The only cost property owners share with communications companies in conversions is the underground supporting structure. Under Santa Barbara's interpretation, Verizon would pay all costs and benefitting property owners would pay nothing. Such a result contradicts Commission policy. Following court guidance, the Commission should interpret the entire term at issue to require benefitting property owners to share in the cost of undergrounding.

## **II. FACTS NOT IN EVIDENCE MUST BE STRICKEN OR IGNORED**

The City's letter largely relies on facts not in evidence and therefore misses the mark. The City, for example, submits several allegations related to Verizon's "past practices"<sup>20</sup> regarding payments for underground supporting structure, and claims that Verizon had a "recent change in practice." These purported "facts" must be stricken or ignored for three reasons.

First, no discovery was had in this case because it was clear from the May 10, 2010 telephonic conference that the assigned ALJ believed that the

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<sup>19</sup> *Hamilton*, 130 S.Ct. at 2474 (citing *Kawaauhau v. Geiger*, 523 U.S. 57, 62 (1998) ("[W]e are hesitant to adopt an interpretation of a congressional enactment which renders superfluous another portion of that same law" (internal quotation marks omitted)) (other citations omitted).

<sup>20</sup> Santa Barbara Letter at 5.

matter could be resolved on the basis of tariff interpretation given the absence of factual issues. Indeed, the assigned ALJ confirmed this point in an email dated May 17, 2010, stating that “I have already expressed my reservations about giving weight to what may have been done voluntarily in a different case, under a different set of facts, in construing the tariff at issue here.” In light of Rule 40A.4—which allows Verizon to perform undergrounding work *at its own expense* for “its operating convenience”—Verizon’s past practice cannot provide controlling precedent as to when customers are required to bear a share of the undergrounding expense. Rather, considering Verizon’s practice would in effect require mini-trials on each of the other projects in several cities over a span of several decades to determine whether Verizon paid undergrounding costs for its own operating convenience or because it felt obligated to do so. Even then, the factual inquiry would shed no light on the question of tariff interpretation. Moreover, there is no rule of tariff or statutory interpretation that requires the decision-maker to take into account a company’s practice or varying practice in deciding the proper interpretation of an ambiguous tariff.

Second, on the basis that this case called for tariff interpretation, the parties had already agreed that it should be resolved on the basis of cross-motions for summary judgment supported by a simple stipulated joint statement of undisputed facts. Indeed, the stipulated schedule in this case called for the parties to settle on undisputed facts by July 9, 2010.<sup>21</sup> While the parties worked at such a statement, they were unable to stipulate to any facts because the City’s

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<sup>21</sup> The ALJ accepted the stipulated schedule by email dated June 28, 2010.

attorney decided to submit its “own version of the statement of facts.”<sup>22</sup> The parties did not stipulate to the facts included in the City’s letter and therefore they must be deemed disputed.

Finally, the City cannot establish Verizon’s past practice in an unsworn, unverified letter relying on hearsay statements from individuals not even parties to this case. The City provides nothing but conjecture regarding the alleged facts, even as to facts related to Santa Barbara. Thus, even though the City presumably has evidence to support allegations regarding its own city, the City fails to provide it. The City states an “understanding that in Santa Barbara’s 1995 Milpas Street project” Verizon paid for the underground supporting structure. It is quite telling that the City did not support this purported “fact” with any evidence—affidavit, declaration or otherwise. Indeed, because it is within the City’s power to provide evidentiary facts about its own City but did not, its conclusory “evidence should be viewed with distrust.”<sup>23</sup>

For these reasons the Commission should strike all alleged “facts” not in evidence, just as it has done in prior cases.<sup>24</sup> Under this principle, the following sections of the City’s letter consist of material facts not in evidence that should be stricken: page 2, first full paragraph (numbered 4 in the letter); last paragraph of pages 2 carrying over to page 3; page 3, second and third full paragraphs

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<sup>22</sup> “I’ve concluded that we probably cannot agree on a joint statement and that we should just each submit our own version of the statement of facts. Thanks.” (See Exhibit 1, attached hereto). The City’s refusal to stipulate to any facts, to then submit a letter that largely relies on disputed facts, is improper and must be rejected.

<sup>23</sup> Cal. Evid. Code Section 412 (“If weaker and less satisfactory evidence is offered when it was within the power of the party to produce stronger and more satisfactory evidence, the evidence should be viewed with distrust.”).

<sup>24</sup> See, for example, D.94-06-011 (facts contained in brief stricken as not in evidence).

(numbered 2 and 3 under Roman Numeral II); last full paragraph on page 3 (numbered 4 under Roman Numeral III); first and second full paragraphs of page 4 (numbered 5 and 6); page 5, fifth full paragraph (starting with the word “In effect,”); first (starting with the word “Verizon’s payment”) and second (starting with the word “Verizon has offered”) full paragraphs on page 7; the last full paragraph of page 7 carrying over to page 8; and last full paragraph of page 8.<sup>25</sup>

If the Commission refuses to rule on this motion to strike, it should ignore or give no weight to these allegations. The Commission has done just that in numerous cases.<sup>26</sup>

### **III. THE CITY’S OTHER ARGUMENTS ARE IRRELEVANT**

#### **A. SCE’s Tariff Obligations Differ from Verizon’s**

The City also argues that because Southern California Edison (SCE) must and has agreed to pay for the underground supporting structure on electric service laterals pursuant to D.82-01-18, Verizon must do so too.<sup>27</sup> The City is wrong. Electric utility obligations under D.82-01-18 are based on the existence of funds allocated through formulas and cost recovery mechanisms<sup>28</sup> not applicable

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<sup>25</sup> The parties agreed to file cross-motions for summary judgment and so informed the assigned ALJ. The City’s failure to file an actual motion for summary judgment and instead just submit a letter violates this agreement. The Commission should therefore completely ignore the City’s arguments.

<sup>26</sup> D.02-07-009, n.29 (“Arrowhead included in its brief new, purportedly factual material not in evidence. That material will be disregarded in this decision.”); D.93-07-054 (“To the extent that the brief of Environmental Solutions relies on facts not in evidence, those facts have been ignored in preparing this decision.”); D.89-12-057 (“Because these facts are not in evidence, we give them no weight”); D.81389 (1973) (“The letter is not in evidence and will not be considered. There is no need for a ruling on the motion to strike.”).

<sup>27</sup> Santa Barbara Letter at 7.

<sup>28</sup> Based on allocations specified in Commission decisions (see, e.g., D.90-05-032, establishing an allocation based on a formula that takes into account overhead meters in relation to total number meters) and memorialized in electric utility tariffs Rule 20, the Commission authorizes electric utilities to spend a certain amount of money each year on conversion projects,

to communications companies. This different policy regime does not apply to Verizon (or other communications companies), thus SCE's obligations or its purported agreement to pay do not serve as evidence that Verizon must also pay. Moreover, D.82-01-18 specifically limits the obligations it imposes to electric utilities.<sup>29</sup>

**B. Ministerial Rejection of Verizon's Recent Advice Letter is Irrelevant to the Merits of this Case.**

Recognizing the ambiguity in its tariff Rule 40A.1.b, Verizon filed an Advice Letter (AL) seeking to clarify the tariff. But the Communications Division (CD) rejected the AL mistakenly construing it as an effort to detariff parts of Rule 40 pursuant to D.07-09-018. D.07-09-018 allowed carriers under the Uniform Regulatory Framework an 18-month window to detariff virtually all of their retail tariffs<sup>30</sup> and the CD apparently believed Verizon sought to do so outside the window. Accordingly, the CD rejected the AL stating that "CD . . . finds that Verizon has not complied with the D.07-09-018 Order."<sup>31</sup>

CD's rejection of the Advice Letter was ministerial and not a reflection on the merits of Verizon's positions in this case. The rejection is therefore irrelevant.

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and the electric utility records the cost of each project in its electric plant account for inclusion in its rate base upon completion of the project. Then, the Commission authorizes recovery from ratepayers until project costs fully depreciate (D.01-12-009, 2001 Cal. PUC LEXIS 1067, \*5 n.5).

<sup>29</sup> See D.82-01-18, Ordering Paragraph 1 ("Each respondent electric utility . . . shall add an unnumbered paragraph to follow A.3 reading, 'Upon request of the governing body, the utility will pay for no more than 100 feet of the customer's underground service lateral.'").

<sup>30</sup> See Ordering Paragraph 3 of D.07-09-018.

<sup>31</sup> July 24, 2009 Letter from Jack Leutza, Director of the Communications Division, to Hope Christman, Verizon Regulatory Affairs Manager, at 2.

## CONCLUSION

The Commission must decide which of the parties' interpretations of Rule 40 should prevail. The City's interpretation ignores decades of Commission policy on conversions, makes language surplus and leads to the absurd result of Verizon as the only telecommunications company with an obligation to pay for the underground supporting structure in conversions, and therefore should be rejected. The Commission has the discretion to choose the most reasonable interpretation of a tariff and Verizon provides an interpretation far superior to the City's, as Verizon's interpretation tracks Commission policy and would promote uniformity across telecommunications companies. The Commission should therefore enter summary judgment in Verizon's favor.

Respectfully submitted,

/s/

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Dated: August 20, 2010

# **Exhibit 1**

**Roman, Jesus**

---

**From:** Wiley, Stephen [SWiley@SantaBarbaraCA.gov]  
**Sent:** Friday, August 06, 2010 9:45 AM  
**To:** Roman, Jesus  
**Subject:** RE: C.10-01-005 Joint Statement of Undisputed Facts  
**Sensitivity:** Private

Mr. Roman:

Sorry I did not get back to you about this. I've concluded that we probably cannot agree on a joint statement and that we should just each submit our own version of the statement of facts. Thanks.

Stephen P. Wiley  
City Attorney  
City of Santa Barbara  
(805) 564-5330

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**From:** Roman, Jesus [mailto:jesus.g.roman@verizon.com]  
**Sent:** Friday, August 06, 2010 9:17 AM  
**To:** Wiley, Stephen  
**Subject:** C.10-01-005 Joint Statement of Undisputed Facts  
**Sensitivity:** Private

Mr. Wiley:

I have not heard back from you regarding the stipulated facts. I am attaching a clean copy of the statement. I made changes to the version I last sent (on August 2) only to the format and the title of the document. I will attach this statement to the motion unless I hear from you by noon today.

All the best,

Jesús G. Román, Esq.  
Assistant General Counsel--Verizon West Region  
112 Lakeview Canyon Road, CA501LB  
Thousand Oaks, CA 91362  
Direct Dial: 805-372-6233  
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**From:** Roman, Jesus  
**Sent:** Monday, August 02, 2010 11:59 AM  
**To:** 'Wiley, Stephen'  
**Subject:** RE: CPUC Hearing - Stipulated Statement of Fact  
**Sensitivity:** Private

Thank you for your additions and minor edits to Verizon's proposed Joint Statement of Undisputed Facts. I have several edits to your additions and a few small edits to what I sent before.

Verizon can stipulate to the facts you have suggested subject to the edits in the attached document. To the extent Verizon has edited or deleted a statement of fact you have proposed, you should consider that fact disputed in its entirety or as written.

Please let me know if a conference call is in order. Otherwise, I would suggest we finalize the joint statement of undisputed facts so that we are both working from one document.

Best regards,

Jesús G. Román, Esq.  
Assistant General Counsel--Verizon West Region  
112 Lakeview Canyon Road, CA501LB  
Thousand Oaks, CA 91362  
Direct Dial: 805-372-6233  
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**From:** Wiley, Stephen [mailto:SWiley@SantaBarbaraCA.gov]  
**Sent:** Tuesday, July 27, 2010 10:45 AM  
**To:** Roman, Jesus  
**Subject:** CPUC Hearing - Stipulated Statement of Fact  
**Sensitivity:** Private

8/20/2010

Mr. Roman:

Attached is a revised version of the proposed stipulated statement of facts for the City/Verizon dispute over the application of the Rule 40 tariff to the City Cliff Drive Undergrounding Project which is to be decided by submission to an ALJ.

I have simply added the paragraphs you suggested as nos. 3 to 7 (shown in underline and with some very minor editing for consistency sake as new paragraphs 6 - 10) in your draft statement to the draft factual summary statement I received from the City Public Works staff.

Please let me know if you have any comments on this draft or changes to suggest. Otherwise, I will simply attach it to our legal brief when it is filed and indicated that it is a stipulated/agreed upon summary of the factual basis of this dispute.

<<Cliff Drive Project - Stipulated Facts.doc>>

Stephen P. Wiley  
City Attorney  
City of Santa Barbara  
(805) 564-5330

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**CERTIFICATE OF SERVICE**

I hereby certify that: I am over the age of eighteen years and not a party to the within entitled action; my business address is 711 Van Ness Avenue, Suite 300, San Francisco, CA 94102; I have this day served a copy of the foregoing, **VERIZON CALIFORNIA INC. (U 1002 C) RESPONSE TO MOTION FOR SUMMARY JUDGMENT OF THE CITY OF SANTA BARBARA** by electronic mail to those who have provided an e-mail address and by U.S. Mail to those who have not, on the service list.

I declare under penalty of perjury that the foregoing is true and correct.  
Executed this 20th day of August, 2010 at San Francisco, California.

/s/ Christine Becerra  
CHRISTINE BECERRA

Service List: C.10-01-005



California Public  
Utilities Commission

CPUC Home

## CALIFORNIA PUBLIC UTILITIES COMMISSION

### Service Lists

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**PROCEEDING: C1001005 - CITY OF SANTA BARBARA**  
**FILER: CITY OF SANTA BARBARA**  
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