BEFORE THE PUBLIC UTILITIES COMMISSION

OF THE STATE OF CALIFORNIA

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Beverly J. Taylor, Complainant, vs. Pacific Bell d/b/a AT&T California (U1001C), Defendant.	Complaint C.26-07-020 (Filed July 27, 2026)

MOTION FOR SUMMARY JUDGMENT OF DEFENDANT PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA (U1001C)

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Hearing Date: November 13, 2026

I. INTRODUCTION

Pursuant to Rule 11.1 of the Commission's Rules of Practice and Procedure, Defendant Pacific Bell Telephone Company d/b/a AT&T California ("AT&T") moves for summary judgment on the pending Complaint of Beverly J. Taylor in this matter. The material facts are undisputed, and AT&T is entitled to summary judgment as a matter of law.

Ms. Taylor's copper-based telephone service was disrupted by the theft of AT&T's copper cable near 70th Street and Normandie Avenue in South Los Angeles, part of an organized criminal campaign that has produced more than 1,500 theft incidents on AT&T's network in Los Angeles County in 2025 alone. AT&T repeatedly worked to restore the copper facilities that carried Ms. Taylor's phone service, and, when those efforts were frustrated by further thefts, offered her multiple replacement services, including basic phone service over AT&T's existing fiber connection to her home ("POTS over Fiber"), which provides every element of basic service the Commission requires. Ms. Taylor declined POTS over Fiber in September and October 2026, but on September 29, 2026, she authorized installation of AT&T Phone – Advanced ("AP-A"), which has been in service at her home since October 9, 2026, at the same $19.68 monthly price she paid for her two landlines before the outage. On November 6, 2026, AT&T demonstrated to Ms. Taylor how POTS over Fiber would meet all of her phone needs, including her daughter's medical equipment, and committed to install it, with all necessary equipment and extra phone jacks, at no extra cost when her daughter returns home. Ms. Taylor nonetheless continues to pursue her complaint.

The Commission's carrier-of-last-resort ("COLR") and basic-service rules are technology-neutral. A COLR satisfies its phone service obligation by offering basic service through any technology that meets the Commission's minimum standards. A carrier is not

required to provide service over copper, and a customer's refusal of a compliant offer of service imposes no additional obligation on the carrier.[1] Because Ms. Taylor is receiving replacement voice service at the same price as her former copper-based service, and because she declined AT&T's offers for basic service over the AT&T fiber network, she cannot show that AT&T has violated any provision of law or any order or rule of the Commission, as Public Utilities Code Section 1702 requires. The complaint should be dismissed with prejudice.

II. STATEMENT OF UNDISPUTED MATERIAL FACTS

The following facts are drawn from the Declaration of Michael B. Houston, filed herewith.

1. Copper theft is pervasive in Los Angeles County, which accounts for approximately 55% of thefts of AT&T copper assets in California. In 2025, AT&T recorded more than 1,500 theft incidents in the county, affecting approximately 65,000 customers.[2] The thefts are generally understood to be carried out by organized criminal enterprises.[3]

2. In or about September 2024, cables in a manhole near 70th and Normandie, including the cable serving Ms. Taylor's two telephone numbers, were stolen. The damage could not be readily repaired and required a new cable route design.[4]

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[1] *See Ali v. Frontier California Inc.,* D.26-09-008, C.25-10-001 (Sept. 3, 2026), 2026 Cal. PUC LEXIS 484, at *4–*6. *Ali* was decided under the Expedited Complaint Procedure; AT&T acknowledges that decisions in expedited proceedings do not constitute precedent (Rule 4.6(i)) and cites *Ali* as persuasive authority reflecting the Commission's current application of its COLR rules, only. A copy of the *Ali* decision is attached hereto at Attachment A.

[2] Declaration of Michael B. Houston ("Houston Dec."), ¶¶ 6-7.

[3] *Id.*, ¶ 10.

[4] *Id.*, ¶¶ 19–21.

3. AT&T designed a new cable route, but installation of that new route was repeatedly delayed by additional thefts in the same area, the diversion of network resources to the January 2025 Eaton Fire, and cable supply delays.[5]

4. After Ms. Taylor filed an expedited complaint on August 12, 2025, AT&T temporarily restored her copper service. The complaint was dismissed on December 10, 2025. That temporary repair later failed, however, when the manhole location was vandalized again.[6]

5. In January and February 2026, Ms. Taylor asked AT&T technicians to stop urging her to migrate her telephone service to fiber.[7]

6. AT&T fiber has served Ms. Taylor's neighborhood since 2017; Ms. Taylor in fact receives her AT&T internet service over fiber.[8]

7. On September 18, 2026, following the first hearing in this proceeding, the Commission directed AT&T to provide interim telephone service until permanent service could be restored.

8. On September 22, 2026, after AT&T exhausted its attempted workaround for the damaged copper facilities, AT&T offered to activate POTS over Fiber in Ms. Taylor's home using the fiber already serving her location, and to replace her Optical Network Terminal (ONT) with a compatible model that could run all of the devices she believed she needed for her daughter's medical equipment. Ms. Taylor agreed to proceed, and AT&T authorized overtime for a technician to begin the work, but later that day she directed that the work be stopped.[9]

[5] *Id.*, ¶¶ 23, 25–31, 36–41.

[6] Houston Dec., ¶¶ 32–33, 51.

[7] *Id.*, ¶¶ 42–43.

[8] *Id.*, ¶¶ 58–59.

[9] *Id.*, ¶¶ 53–54.

9. On September 29, 2026, Ms. Taylor authorized installation of AP-A, which was installed on October 9, 2026. AT&T currently provides AP-A to Ms. Taylor for $19.68 per month after credits, the price she paid for her two landline numbers before the outage.[10] Since Ms. Taylor's service was first interrupted in 2024, and before AP-A was installed, AT&T credited her for all phone-based charges on her AT&T bill.[11]

10. On October 1, 2026, AT&T again offered Ms. Taylor basic phone service over fiber. She refused that offer, and AT&T left her AP-A order in place.[12]

11. On November 6, 2026, Mr. Houston visited Ms. Taylor at her home and demonstrated how activation of POTS over Fiber would meet all of her phone needs, in particular the operation of the medical equipment she believed her daughter would need when she returned home. Ms. Taylor appeared satisfied.[13]

12. Mr. Houston left the November 6 meeting understanding that he and Ms. Taylor had agreed that (1) she would continue to use AP-A until her daughter returned home from the hospital; and (2) once her daughter was set to return, Ms. Taylor would contact Mr. Houston, who would return with an AT&T technician and install whatever equipment was required to (a) operate POTS over Fiber and (b) run all equipment required for her daughter's care, including all necessary extra phone jacks, at no extra cost to Ms. Taylor.[14]

13. POTS over Fiber is a voice service that provides each element of basic service, including 911, directory and operator services, relay access, LifeLine, toll-free access and the

[10] *Id.*, ¶ 55.

[11] Houston Dec., ¶ 57 & Ex. 6 thereto.

[12] *Id.*, ¶ 59.

[13] *Id.*, ¶ 60.

[14] *Id.*, ¶ 62.

other elements required by D.12-12-038, Appendix A.[15] Unlike VoIP, POTS over Fiber retains traditional analog POTS functionality; only the transport medium changes. The ONT that AT&T offered to install would convert the optical signal from the fiber line to an electrical signal compatible with Ms. Taylor's daughter's equipment.[16]

III. LEGAL STANDARD

"A motion for summary judgment in a formal proceeding [is] comparable to a motion for summary judgment under state civil procedure, will be granted by the Commission if the declarations and affidavits, admissions, answers to interrogatories, depositions, and matters of which official notice may be taken show there is no triable issue as to any material fact, and the moving party is entitled to disposition of the proceeding in its favor as a matter of law."[17] The moving party's evidence is strictly construed and the opposing party's evidence is liberally construed.[18] In a complaint proceeding, the complainant must establish that the utility committed an act or omission "in violation, or claimed to be in violation, of any provision of law or of any order or rule of the commission."[19] The complainant bears the burden of proof by a preponderance of the evidence.[20] If the complainant cannot carry that burden on undisputed facts, summary judgment is warranted.

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[15] *Id.,* ¶ 61.

[16] *Id.*

[17] D.07-01-014 (C.06-09-008) at 5 (*citing Westcom Long Distance, Inc. v. Pacific Bell*, D.94-04-082, 54 CPUC 2d 244, 249-50 (1994)).

[18] *Id.*

[19] Pub. Util. Code § 1702.

[20] *Ali*, *supra,* D.26-09-008 (*citing Service-All-Tech, Inc. v. PT&T Co*. (1977) 83 CPUC 135, D.88223).

IV. ARGUMENT

A. The COLR and Basic-Service Rules Are Technology-Neutral and Do Not Require Copper Service.

A COLR must offer residential basic service, consisting of the elements identified in D.12-12-038, Appendix A: voice-grade calling, free 911 access, directory services, specified billing options including Life Line, toll-free access, relay services, customer service information, free blocking and billing adjustments, and operator services.[21] The Commission adopted these elements to apply on a technology-neutral basis to wireline, wireless, VoIP or any other technology.[22] As the Commission recently held, "COLR service can be delivered using any technology — like traditional landlines, internet-based phones, or wireless services (not just copper wire) — as long as it meets the state's minimum service standards."[23] The Commission has likewise declined to require incumbent carriers to obtain approval before retiring copper in favor of fiber, so long as customers are offered a comparable substitute service.[24] Nothing in the Commission's rules entitles Ms. Taylor to service over a particular medium.

B. AT&T Is Providing Ms. Taylor Replacement Voice Service for the Cost of Her Prior Copper Based Service.

It is undisputed that, since October 9, 2026, Ms. Taylor has received AP-A voice service at her residence (which she authorized), at the same $19.68 per month she paid for two copper landlines, with calls to her existing numbers ringing on her AP-A device.[25] Before AP-A was installed at Ms. Taylor's home, AT&T credited her for all phone-based charges from the start of

[21] D.12-12-038, Appendix.

[22] *Id.*

[23] *Ali,* D.26-09-008, 2026 CAL. PUC LEXIS, 484, *4–5.

[24] *See generally,* D.08-11-033.

[25] UMF 9.

the outage.[26] AP-A is designed to replicate traditional landline functionality, works with certain traditional landline handsets and, depending on compatibility, supports certain fax machines and medical monitoring devices, with battery backup during certain power outages.[27] That service also satisfies the Commission's September 18, 2026 directive in this case that AT&T provide interim service pending restoration.[28] There is thus no ongoing deprivation of telephone service to Ms. Taylor for the Commission to remedy.

C. Ms. Taylor's Refusal of AT&T's Fiber-Based Offers Imposes No Further Obligation on AT&T.

In *Ali*, the COLR offered fiber service through its line-extension tariff or wireless basic service; the customer rejected both and insisted on copper. The Commission held that there was "no dispute that such an offer was made and that as a matter of law, Frontier's offer meets the definition of basic service," and that "[t]he fact that the complainant rejected Frontier's offer … does not impose an additional obligation on Frontier to provide copper service."[29] The *Ali* complaint was dismissed with prejudice.[30]

The same result is warranted here, on stronger facts. AT&T's fiber facilities already serve Ms. Taylor's home.[31] On September 22, 2026, AT&T offered to activate POTS over Fiber with a replacement ONT capable of running her daughter's medical equipment; Ms. Taylor accepted and then stopped the work the same day.[32] AT&T offered fiber phone service again on October

[26] Houston Dec., ¶ 57 & Ex. 6.

[27] *Id.,* ¶¶ 46–47.

[28] UMF 7.

[29] *Ali,* D.26-09-008, at *5.

[30] *Id.*

[31] UMF 6.

[32] UMF 8.

1, 2026, and she refused.[33] Like the wireless offer in *Ali*, POTS over Fiber provides every element of basic service required by D.12-12-038.[34] AT&T then installed working AP-A service, which Ms. Taylor has used since October 9, 2026. On November 6, 2026, AT&T demonstrated to Ms. Taylor how POTS over Fiber would meet all of her phone needs, including her daughter's medical equipment, and committed to install all required equipment and extra phone jacks at no extra cost once Ms. Taylor's daughter returned home, with AP-A remaining in place until then.[35] Unlike the complainant in *Ali*, Ms. Taylor was offered these services at no cost to her. Her preference for copper, however sincerely held, does not convert AT&T's compliant offers into a violation of law.

The Commission reached the same conclusion on closely analogous facts in *Lawanna Jake v. Pacific Bell,* C.25-09-017. In *Jake,* copper theft disrupted the complainant's service. AT&T made repeated repair efforts, but the complainant declined interim VoIP service offered with bill credits. The proposed decision found no violation of any rule, law, tariff or order and dismissed the complaint under section 1702.[36]

D. Ms. Taylor's Outage Was Caused by Third-Party Criminal Conduct and AT&T's Restoration Efforts Were Reasonable.

The evidence establishes AT&T's sustained restoration effort: a redesigned cable route, a temporary repair in 2025, new cable placed in September 2025 and again in September 2026, and repeated redesigns necessitated by new thefts in the same location.[37] The delays were caused

[33] UMF 10; Houston Dec., ¶ 59.

[34] UMF 13; Houston Dec., ¶ 61.

[35] UMF 11–12; Houston Dec., ¶¶ 60, 62.

[36] *Lawanna Jake v. Pacific Bell d/b/a AT&T California,* C.25-09-017. A copy of the *Jake* decision is included in Attachment A. Like *Ali, Jake* arises under the Expedited Complaint Procedure and is cited as persuasive authority only.

[37] UMF 2–4.

by organized theft, a natural disaster that diverted resources across Los Angeles County, and supply constraints—not by any act or omission of AT&T in violation of law.[38] Throughout these repair efforts, AT&T credited Ms. Taylor's phone charges, repeatedly offered her replacement service over fiber, installed a fully functioning AP-A service, and assigned a senior network manager to work with her personally.[39] As in *Jake*, these facts and circumstances preclude any finding of a violation.

E. No Triable Issue of Material Fact Remains.

Ms. Taylor may contend that AP-A is not an adequate substitute for her earlier phone service (though it is), that POTS over Fiber would not support her daughter's medical equipment, or that she agreed to an alternative only on the condition that copper ultimately be restored. None of these contentions creates a triable issue. First, AT&T offered POTS over Fiber, a service that provides every element of basic service, with an ONT that converts the fiber signal to one compatible with her daughter's equipment; demonstrated on November 6, 2026 how that service would meet all of her phone needs; and committed to install all necessary equipment and jacks at no extra cost when her daughter returns home.[40] Second, the rules impose no obligation to restore a particular technology; the question is whether basic service has been offered, and in this case it has.[41]

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[38] UMF 1, 3.
[39] Houston Dec., ¶¶ 49, 53–62.
[40] UMF 8, 11–13.
[41] *See* Houston Dec., ¶¶ 53–54, 59–62. *See also Ali, supra.*

V. CONCLUSION

The undisputed facts show that AT&T offered, and is providing, replacement voice service at Ms. Taylor's prior price, and that she has repeatedly declined AT&T's other compliant offers. Ms. Taylor cannot establish a violation of any provision of law or any order or rule of the Commission. AT&T respectfully requests that the Commission grant summary judgment, deny the requested relief, dismiss the complaint with prejudice, and close the proceeding.

Dated: November 12, 2026.

Respectfully submitted,

/s/ Raymond P. Bolaños

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ATTACHMENT A

2026 CAL. PUC LEXIS 484

California Public Utilities Commission

September 3, 2026

Decision 26-09-008; Case 25-10-001

CA Public Utilities Commission Decisions

Reporter
2026 CAL. PUC LEXIS 484 *

Rasheed Ali, Complainants, vs. Frontier California Inc. (U1002C); Citizens Telecommunications Co. of Ca. d/b/a Frontier Communications of California (U1024C); Frontier Communications of America Inc. d/b/a Frontier Communications (U1548C); Frontier California (U4439C); Frontier Communications of America Inc. d/b/a Citizens Long Distance (U5429C) Defendants

Core Terms

frontier, copper, carrier

Panel: JOHN REYNOLDS, President; DARCIE L. HOUCK; KAREN DOUGLAS; MATTHEW BAKER; CHRISTINE HARADA, Commissioners

Opinion

DECISION DENYING RELIEF AND DISMISSING COMPLAINT [*1]

Summary

This Decision denies the request relief and dismisses the complaint by Rasheed Ali on the grounds that the complainant has failed to prove that the defendant, Frontier California Inc. (U1002C) violated any rule, law, order, decision, or statute, of the California Public Utilities Commission, when it declined to provide, without cost to the complainant, local exchange service over copper facilities to the complainant's residence.

The requested relief is denied, the case is dismissed, and the proceeding is closed.

1. Background

1.1. The Allegations

The Complainant (Rasheed Ali) resides at 2758 Reserve Street, Manteca, California. The Complainant alleges that Frontier California Inc. (U1002C) (Frontier) is the Carrier of Last Resort (COLR) for Manteca, California but has refused to provide analog copper landline service at his residence. Currently, the Complainant asserts that he is receiving service from Comcast who provides VoIP bundled with internet. The Complainant alleges that as the

COLR, Frontier is legally obligated, at its cost, to switch his Comcast service to the copper landline service. Currently, there is no copper landline service for the **[*2]** Complainant's residence.

In its answer, Frontier denies that it is obligated to provide, at its cost, local exchange service over copper facilities to the complainant's residence. Frontier explains that when the Complainant's area in Manteca was developed between 2015-2016, the developer did not allow Frontier to participate in the joint trenching to provide services to potential customers in the area. Instead, the developer provided limited access to the primary cable provider.

Because of this historical development, Fronter claims that it advised the complainant of the two service options and costs: (1) the Complainant would have to pay Frontier for the cost of building fiber to provide local exchange service pursuant to the line extension provisions in Section 3 of Frontier's Product Guide; or (2) Frontier could provide wireless service as part of its duty to provide basic service. Frontier claims that the Complainant rejected both options and, instead, asserted that as the COLR, Frontier is obligated to provide the requested service through copper facilities. Frontier concludes by asserting that as there is nothing else that it is legally obligated to do for the Complainant **[*3]** service wise, the complaint should be dismissed with prejudice.

1.2. The Evidentiary Hearing and Submission

The evidentiary hearing was held on November 17th, 2025 and was also submitted on that date.

2. Jurisdiction and Burden of Proof

The Commission has jurisdiction over the activities of public utilities, including Incumbent Local Exchange Carriers designated as Carriers of Last Resort (COLR). n1 Frontier is the Incumbent Local Exchange Carrier for Manteca, California, and is, therefore, a COLR subject to the Commission's jurisdiction, control, and regulation. n2

The Complainant is a resident in Manteca, California. The Complainant alleges that as the COLR, Frontier is obligated, at its cost, to provide local exchange serve over copper facilities to the complainant's residence. The complainant filed this ECP against Frontier pursuant to Rule 4.6 of the Commission's Rules of Practice and Procedure. The Complainant alleges that Frontier's refusal to provide such service is a violation of its obligations as a COLR.

The Complainant bears the burden of proof to show that Frontier violated a rule, order, law, or tariff approved by the Commission. n3 The complainant must meet the burden of proof by a preponderance of the **[*4]** evidence.

3. Discussion

Because of the Complainant's allegation that Frontier is the Carrier of Last Resort (COLR) for where the complainant resides, it will be helpful to explain what services a COLR is obligated to provide.

A COLR is a telecommunications company that is required to offer basic telephone service to anyone who asks for it in a certain area -- no matter where they live or what their income is. n4 This ensures that all Californians have access to essential, reliable, and affordable telecommunications service.

A COLR must provide what the Commission has identified as Residential Basic Telephone Service, or "basic service," which consists of the following features: voice calls, free 911 access, directory help, flexible billing, toll-free calls, help for deaf and disabled Californians (including access to the California Relay Service to assist people with hearing or speech disabilities in communicating by phone), customer service support, protections against unwanted charges, and operator services. n5 Importantly, COLR service can be delivered using any technology -- like traditional landlines, internet-based phones, or wireless services (not just copper wire) -- **[*5]** as long as it meets the state's minimum service standards. n6

Contrary to the Complainant's assertions, the fact that Frontier is the COLR for Manteca, California does not mean that Frontier is required to provide copper wire free of charge to the Complainant. As noted, *supra*, pursuant to its COLR obligations, Frontier must provide basic service, which can be wireless service that meets the minimum service standards. There is no dispute that such an offer was made and that as a matter of law, Frontier's offer

meets the definition of basic service that a COLR is required to provide. The fact that the complainant rejected Frontier's offer to provide wireless service does not impose an additional obligation on Frontier to provide copper service free of charge. The COLR rules that the Commission has adopted do not require Frontier to incur that cost.

4. Conclusion

For all the foregoing reasons, the Complainant has not demonstrated, by a preponderance of the evidence, that the defendant has violated any applicable Commission-approved rule, law, tariff, or statute. The requested relief is denied, the case is dismissed with prejudice, and the proceeding is closed.

5. Assignment of Proceeding

Matthew **[*6]** Baker is the assigned Commission and Robert M. Mason III is the assigned Administrative Law Judge in this proceeding.

6. Waiver of Comment Period

Pursuant to Rule 14.7(b), the 30-day public review and comment period required by *Pub. Util. Code § 311* and the opportunity to file comments on the proposed decision is not applicable in Expedited Complaint Proceedings. Accordingly, this decision was placed on the Commission's agenda directly.

ORDER

IT IS ORDERED that:

1. Complainant's requests for relief are denied.
2. Case 25-10-001 is dismissed with prejudice.
3. Case 25-10-001 is closed.

This order is effective today.

Dated September 3, 2026, at Sacramento, California.

JOHN REYNOLDS

President

DARCIE L. HOUCK

KAREN DOUGLAS

MATTHEW BAKER

CHRISTINE HARADA

Commissioners

n1 *See* Decision (D.) 95-07-050 and California Public Utility (Pub. Util.) Code § 216(a).

n2 *See* D.96-10-066, *1996 Cal.PUC LEXIS 1046 at 418*, Appendix B (COL 140).

n3 *In Complaint of Service-All-Tech, Inc. v. PT&T Co. (Cal. PUC, 1977) 83 CPUC 135*, Decision No. 88223 (complaint relating to the disconnection of telephone service where the court found that complainant had the burden of proof and that complainant's "failure to present any evidence present[ed] a total lack of meeting that burden"); *see also Pacific Bell Telephone Company, d/b/a AT&T California vs. Fones4All Corporation* (Cal. PUC, 2008) **[*7]** D.08-04-043, *2008 Cal. PUC LEXIS 132*.

n4 These COLR rules were first adopted in D.96-10-066, and affirmed in D.12-12-038, in response to Assembly Bill (AB) 3643, enacted in 1994, which directed the Commission to direct COLRs to provide universal telecommunications services that are provided at affordable prices to all Californians regardless of linguistic, cultural, ethnic, physical, geographic, or income considerations. Currently, the Commission has opened Rulemaking (R.) 24-06-012 to consider making changes to the COLR rules.

n5 *See* D.12-12-038 at Appendix A.

n6 *See* Order Instituting Rulemaking Proceeding to Consider Changes to the Commission's Carrier of Last Resort Rules (R.24-06-012) at 2, footnote 2.

End of Document

Decision 26-10-057 October 29, 2026

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Lawanna Jake, Complainant, vs. Pacific Bell d/b/a AT&T California (U1001C), Defendant.	(ECP) Case 25-09-017

DECISION DENYING RELIEF AND DISMISSING COMPLAINT

Summary

The decision denies the requested relief and dismisses the expedited complaint on the grounds that Complainant has failed to establish that Defendant violated an applicable rule, law, or Commission order.

This proceeding is closed.

1. Factual and Procedural Background

On September 18, 2025, Lawanna Jake (Ms. Jake or Complainant) filed the instant complaint against Pacific Bell d/b/a AT&T California (AT&T or Defendant). Complainant alleges that she has been without landline or internet service at her residence since August 2024, which resulted in relocating her

mother to another residence. On November 6, 2025, Defendant filed an answer to the complaint.

On February 9, 2026, an evidentiary hearing was held. On February 10, 2026, Administrative Law Judge (ALJ) Sasha Goldberg issued a ruling requesting additional information and memorializing the hearing. On February 17, 2026, AT&T filed a response to the ALJ's ruling (AT&T Response). On April 24, 2026, ALJ Golberg issued a ruling ordering updated billing information. On April 30, 2026, AT&T filed a response to the ALJ's ruling on updated billing information.

On August 3, 2026, the proceeding was reassigned from ALJ Golberg to ALJ Debbie Chiv. On August 18, 2026, ALJ Chiv issued a ruling seeking a joint response on the status of the proceeding. On September 1, 2026, AT&T and Ms. Jake filed a Joint Response to the ALJ's ruling on the status of the proceeding (Joint Response).

2. Complainant's Contentions

Complainant contends that beginning in August 2024, AT&T stopped providing landline and internet service to her residence.[1] Ms. Jake states that although she was not receiving service, she was being billed for the service. Ms. Jake states that her elderly mother also lived at the residence and that Ms. Jake used the landline and Wi-Fi-enabled cameras to monitor her mother. Without internet or landline service at her residence, Ms. Jake contends that this has been a safety concern for her mother, that the connection issues have caused financial strain, and that she was forced to relocate her mother. Ms. Jake asserts that AT&T has stated that the power outage was due to copper theft.

[1] Complaint at 3.

Ms. Jake requests the following relief: (1) to have her landline reconnected with a dial tone, and (2) to have her internet reconnected without interruption.

In the Joint Response, Ms. Jake asserts that she still does not have landline service.[2] In response to the offer outlined by AT&T in the Joint Response, Ms. Jake contends that she did not receive AT&T's offer from the February 9, 2026 hearing in writing.

3. Defendant's Contentions

Defendant contends that Ms. Jake's internet and wireline service was disrupted by copper theft and vandalism.[3] AT&T asserts that it adjusted her bills from the beginning of the outage and will continue to issue bill credits until services are restored. AT&T contends that Ms. Jake was offered alternative products but declined these products. AT&T states that it is working diligently to restore service, but that "restoration requires extensive work due to the significant damage caused by the copper theft and vandalism."[4]

AT&T asserts that the Commission lacks jurisdiction over broadband service. AT&T denies that Ms. Jake is entitled to any relief and requests the complaint be dismissed.

In the February 17, 2026 AT&T Response, AT&T states that it offered Ms. Jake the following at the hearing: (1) temporarily providing Voice Over Internet Protocol (VoIP) service until AT&T can provide landline service, (2) credits to Ms. Jake's monthly bill to receive the same price for VoIP as she would have paid for landline service, and (3) an additional $10 in monthly credits to VoIP service

[2] Joint Response at 1.

[3] Answer at 1.

[4] *Id*.

so that VoIP service would cost $10 less than the lifeline service rate.[5] In the Joint Response, AT&T states that it outlined this offer in its February 17, 2026 AT&T Response but that Ms. Jake did not accept the offer.

In the Joint Response, AT&T memorialized a timeline of events, as summarized below:

1. September 19, 2024: AT&T became aware of an outage caused by copper theft that affected many customers, including Ms. Jake. AT&T determined there was no working copper cables available to the service terminal, which means there was no available copper wiring to Ms. Jake's home.
2. November 5, 2024: AT&T asserts that Ms. Jake initially contacted AT&T regarding the outage and was told the outage was due to copper cable theft.
3. July 3, 2025: As multiple cable thefts occurred in the same area as Ms. Jake's home in the same time period, AT&T grouped the outages under one repair ticket. Work on the repair ticket began in July 2025.
4. August 7, 2025: AT&T identified that the cable damage that caused Ms. Jake's outage was inside a manhole that feeds the serving area interface.
5. November 4-5, 2025: AT&T sent a technician to Ms. Jake's residence but she was not home. AT&T communicated to Ms. Jake as to the location of the damage. AT&T identified a working pair of fiber and was able to connect broadband over copper to Ms. Jake's home to restore internet service and VoIP. Ms. Jake declined the VoIP service.
6. November 8, 2025: Ms. Jake's internet service was restored.

[5] AT&T Response at 2.

7. November 19, 2025: Another copper theft outage was reported in Ms. Jake's neighborhood and AT&T dispatched a repair crew.
8. November 20-December 31, 2025: Additional theft outages occurred in Ms. Jake's neighborhood that expanded the scope of the cable repair.
9. February 17, 2026: AT&T estimated that Ms. Jake's wireline service would be repaired by April 3, 2026.

In the Joint Response, AT&T states that on April 23, 2026, AT&T reported to Ms. Jake via email that her landline service issue was resolved. However, due to additional copper thefts, Ms. Jake "has experienced intermittent landline service interruptions since that time."[6] AT&T contends that on August 26, 2026, it restored Ms. Jake's landline service "using a temporary restoration method that will require a permanent restoration solution that is in progress. As of the date of this filing, Ms. Jake's landline service is working."[7]

AT&T contends that additional interruptions to Ms. Jake's landline service may occur during completion of the permanent solution, and that the current estimated completion date for the area-wide resolution is October 9, 2026; however, this is not a guaranteed completion date. AT&T asserts that it applied service credits to Ms. Jake's account to cover landline services through September 12, 2026.

4. Discussion

In a complaint proceeding, the Public Utilities Code requires that a complaint allege, "any act or thing done or omitted to be done by any public

[6] Joint Response at 2.

[7] *Id*.

utility … in violation or claimed to be in violation, of any provision of law or of any order or rule of the commission."[8] The burden of proof in a complaint proceeding is on the Complainant to demonstrate that Defendant has violated an applicable provision of law, rule, or Commission order.

Ms. Jake's landline and internet services have been disrupted since on or around August 2024 due to multiple copper cable thefts and subsequent restoration work in her neighborhood. AT&T began repairs to restore Ms. Jake's landline and internet services in July 2025 but additional copper cable thefts led to further disruptions. For example, AT&T states that on November 8, 2025, Ms. Jake's internet service was restored but from November 19 to December 31, 2025, additional copper thefts were reported in Ms. Jake's neighborhood, which expanded the scope of the cable repair. AT&T states that it informed Ms. Jake on April 23, 2026 that her landline service was restored but additional copper theft outages and restoration work led to more service disruptions. AT&T states that on August 26, 2026, Ms. Jake's landline service was restored using a temporary restoration method and that her landline service was working as of September 1, 2026. AT&T asserts that the estimated completion date for area-wide restoration is October 9, 2026.

While the Commission recognizes Ms. Jake's frustration that her landline service has been disrupted numerous times over the past two years due to several copper thefts in her neighborhood, the Commission does not find that Ms. Jake has demonstrated that AT&T has violated an applicable rule, order, or law. AT&T undertook repair work in Ms. Jake's neighborhood on several

[8] Public Utilities Code § 1702.

occasions following reports of the copper cable theft outages. AT&T offered Ms. Jake VoIP service on November 5, 2025 and at the February 2026 hearing as an alternative until restoration could be completed; however, Ms. Jake declined VoIP service. AT&T provided service credits to Ms. Jake's account to cover landline services billed through September 12, 2026. AT&T states that area-wide restoration is expected to be completed by October 9, 2026. The Commission encourages AT&T to keep Ms. Jake apprised of any developments in the area-wide restoration of her landline service.

The Commission concludes that Ms. Jake has failed to meet her burden of proof to demonstrate that AT&T has violated any applicable rule, law, tariff, or Commission order. A complaint must allege, "…any act or thing done or omitted to be done by any public utility … in violation or claimed to be in violation, of any provision of law or of any order or rule of the commission."[9] Ms. Jake has failed to state a claim upon which relief may be granted. Accordingly, the complaint is dismissed.

5. Assignment of Proceeding

Christine Harada is the assigned Commissioner, and Debbie Chiv is the assigned Administrative Law Judge and Presiding Officer, in this proceeding.

6. Waiver of Comment Period

Pursuant to Rule 14.7(b), the 30-day public review and comment period required by Section 311 of the Public Utilities Code and the opportunity to file comments on the proposed decision is not applicable in Expedited Complaint Proceedings. Accordingly, this decision was placed on the Commission's agenda directly.

[9] Public Utilities Code § 1702.

O R D E R

IT IS ORDERED that:

1. Complainant fails to state a claim upon which relief may be granted and the requested relief is denied.
2. Case 25-09-017 is dismissed.
3. Case 25-09-017 is closed.

This order is effective today.

Dated October 29, 2026, at San Francisco, California.

JOHN REYNOLDS
President
DARCIE L. HOUCK
KAREN DOUGLAS
MATTHEW BAKER
CHRISTINE HARADA
Commissioners