MODERN TECHNOLOGIES
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978 592 2745 NYSWEBCASH@GMAIL.COM

TO: Secretary@dps.ny.gov.
RE: Matter Number 19-02762: Case Number: 20-C-0032

PETITION & COMPLAINT ADDENDUM

PURSUANT TO NYS PUBLIC SERVICE LAW § 91 (unjust Discrimination), and § 92-g (1) (de-tariff), and § 93 (Liability), § 96 (3) (Complaint), and § 99(1) (CPCN); and Pursuant to 47 U.S. Code § 202 (Liability); § 252 (A)(2)(Mediation), and (B)(5) (Fail Neg.), and (c)(1)(a) to (b)(Nondiscrimination & Reasonable), and (d)(2) (Wholesale), and (G) (Consolidation), and (i)(Equal treatment); § 253 (Barriers); and § 706 (a) & § 1302 (a) (Advanced telecommunications capability).

REMEDY: ILEC should be strictly wholesalers (who may have separate subdivision formations); ILECs are monopolizing, disadvantaging, and discriminating others, by doing business in too many various capacities & forms (e.g.: as Regulated ILEC & Unregulated ISP; dual Wholesale & Retail; Basic Services providers & Info Services providers; etc.). Need to "**Break up**" (Define, Distinguish, Divide and Disclose******) how each of their separate business divisions (intra entities, assoc., & affil.******) **interact and do business with each other** (rates; tariff; fees; agreements; negotiations; imposing requirements; etc (PBS § 92) for transparency, and to help format platforms, rules, guides, and structures on how to treat others to prevent subtle & blatant, un/intentional anti-competition behaviors & discriminations (example; How ILECs (Verizon ILEC) treat their own ISP (Verizon ISP) Division, should be equal as they treat their ISP's competition & affiliates. (******Proposal: Separate Verizon Divisions into - ILEC; CLEC Districts; MNVO; ISP; IXC; ESP; WISP; Satellite; Reseller; Wholesale; Retail; Basic service; Information service; Residential & Business sales; B2B; Billing; INTL; regulated & unregulated; etc (47 U.S.C. § 153 (2), and para (5)(c); PBS § 92 para (1))

Jomo Williams, state the following:

I. This is an addendum to all my previous submissions in instant matter.

II. Around 1997 (yr) to 2015 (yr), Verizon, denied all my requests by unresponsive behavior.

III. Around 2016 (yr) to 2017(yr) Verizon, Denied all my requests made for access to wholesale regulated and unregulated products for resale, by (i) imposing “must obtain DPS certification” requirements upon me, and (ii) denying me to purchase Wholesale products as an unregulated ISP..

IV. Around 2017 (yr) to Present, Verizon, denied all Modern Technologies’, request by unresponsive behavior.

V. 2016 (yr) to present NYS DPS, denied me certification caused (a) Modern Technologies, was not an incorporated entity and thus could not obtain certification, and (b) Choice Communications Inc.’s , Certificate could not be transferred to Modern Technologies, because Choice Communication Inc.’s, certificate status was ceased & inactive.

VI. Verizon, on its many web sites, offers at wholesale cost rates multiple unregulated information & enhance services (products) for resale.

VII. Verizon, provides access to Information & Enhance Services (at a cost rate unknown to me) to inter alia, its own Verizon ISP division to resale to the public.

VIII. Verizon, provide other ISPs, enhance/information services (Fios; FTTI; DSL; etc.) at a wholesale cost rate unknown to me.

IX. I humbly request that DPS, remove it's practice that only corporations (not other form of entities like sole proprietor, etc.) could only obtain certification from DPS; as that practice prejudice and places barriers in front of small businesses to enter the market (Please follow: FCC Advisory Committee on Diversity and Digital Empowerment, https://www.fcc.gov/advisory-committee-diversity-and-digital-empowerment ; and https://www.fcc.gov/communications-business-opportunities)

X. I humbly, request that Verizon disclose at what cost, rate, condition, requirement, terms, agreement, tariff, etc., it sells any & all it services (incl. but not limited to regulated & unregulated; information & enhance services to its own Verizon ISP subdivision; as well as to other Internet Services Providers).

XI. “Zero Rating” services is permissible for unregulated ISPs, to offer to the public; and for DPS regulated entities to offer to the public pursuant to PBS § 92 (5)(b). (“**other than basic services**”)

XII. Enhance & Information services, are regulated by DPS, under: PBS § 91para (1) “…with respect to its business…”…shall be adequate and in all respects just and reasonable.” “”…for any service…”…for any such service…); para (2) (“(a) No telegraph corporation or telephone corporation shall directly or indirectly or by any special rate, rebate, drawback or other device or method charge, demand, collect or receive from any person or corporation a greater or less compensation for any service rendered or to be rendered with respect to communication by telegraph or telephone or in connection therewith, except as authorized in this chapter, than it charges, demands, collects or receives from any other person or corporation **for doing a *like and contemporaneous* service** with respect to communication by telegraph or telephone under the **same or substantially the same circumstances and conditions**.); para.(3)(“…any undue or unreasonable prejudice or disadvantage in any respect whatsoever”);
PBS § 92 para (1) …”a copy of **any contract, agreement or arrangement** in writing with any other telegraph corporation or telephone corporation ***or with any other corporation, association or person*** relating in any way to the construction, maintenance or use of a telegraph line or telephone line or service by or rates and charges over or upon any such telegraph line or telephone line. “; para (2)(d) …”nor extend to ***any person* any form of contract or agreement, or any rule or regulation, or any privilege** or facility, except such as are specified in its schedule filed and in effect and regularly and **uniformly** extended to all persons under ***like circumstances for the like or substantially similar service***.”;
Also, PBS § 96; PBS § 97;

ET.AL. RELEVANT CITES

XIII. Comparatively Efficient Interconnection: … The following information must be included in the CEI plan: information on interface functionality, unbundling of basic services, **resale**, technical characteristics, installation, maintenance and repair, end-user access, CEI availability, minimization of transport costs, and recipients of CEI."[19] The CEI plans were used to make sure that **if a BOC had terms and conditions with an *affiliated ESP's* [Enhance Service Providers] they would provide the *same provisions to non-affiliated ESP's*.[2] This was intended to provide *ESPs equal access* to basic services that the BOCs use to provide *their own* enhanced service.[2]**

XIV. The implication of the distinction is that basic telecommunications service is regulated as common carriage under Title II of the Communications Act; Enhanced services are not regulated under Title II [47 C.F.R. § 64.702(a).] (for example, ESPs are example from certain access charges).
(See: http://www.cybertelecom.org/ci/esp.htm)

XV. INTERNET ACCESS SERVICE- The term `Internet access service' has the meaning given that term in section 231(e)(4) of the Communications Act of 1934 (47 U.S.C. 231(e)(4)
(see: http://www.cybertelecom.org/industry/isp.htm)

XVI. Internet access services.-The term 'Internet access services' means the provision of computer and **communications services** through which a customer using a computer and a modem or other communications device may obtain access to the Internet, but does not include telecommunications services provided by a common carrier. Internet Tax Freedom Act Sec. 1101(e)(2)(B).
(See: http://www.cybertelecom.org/industry/isp.htm)

XVII. **Open Internet Rules 2010**: Today the Commission takes an important step to preserve the Internet as an open platform for innovation, investment, job creation, economic growth, competition, and free expression.
(see: http://www.cybertelecom.org/ci/neutralnprm.htm#bias)

XVIII. **Open Internet 2015 Rules**: Interconnection: New Authority to Address Concerns For the first time the Commission can address issues that may arise in the exchange of traffic between mass-market broadband providers and other networks and services. Under the authority provided by the Order, the Commission can hear complaints and take appropriate enforcement action if it determines the interconnection activities of **ISPs are not just and reasonable**. [USTA v. FCC Slip 20 DC

Cir. 2015 ("Because the Commission concluded that the telecommunications service offered to end users necessarily includes the **arrangements** that broadband providers make with other networks to exchange traffic—commonly referred to as "interconnection arrangements"—the Commission determined that Title II would apply to those arrangements as well. Id. at 5686 ¶ 195.")]
(see: http://www.cybertelecom.org/ci/neutralwhe.htm)

XIX. Section 201 Reasonable and Just

Erdman Technologies Corporation v. US Sprint Communications Company, Order on Reconsideration, 15 FCC Rcd 7232, 7245-46 (1999).

Section 202 Discrimination

Section 202(a) provides:

It shall be unlawful for any common carrier to make any unjust or unreasonable discrimination in charges, practices, classifications, regulations, facilities, or services for or in connection with like communication service, directly or indirectly, by any means or device, or to make or give any undue or unreasonable preference or advantage to any particular person, class of persons, or locality, or to subject any particular person, class of persons, or locality to any undue or unreasonable prejudice or disadvantage.

47 U.S.C. § 202(a). The district court instructed the jury, and the parties do not dispute, that a § 202(a) claim consists of three elements: (1) whether the services are "like"; (2) if so, whether the services were provided under different terms or conditions; and (3) whether any such difference was reasonable. See NCA II, 1998 WL 851588, at *1; see also MCI Telecomms. Corp. v. FCC, 917 F.2d 30, 39 (D.C.Cir.1990).
(http://www.cybertelecom.org/notes/sec201.htm)

RESPECTFULLY SUBMITTED

DATE 2/2/20

Jomo Williams

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1) Please find below
   A) Small corrections in previous supplement submission to DPS..
   B) Reports of Verizon negotiating & signing wholesale agreements with other ISPs.
   C) Reports of the First & ONLY USA minority owned Telecommunication company, Approx. 24 years after President Clinton, enacted pro-competitive Telecommunication law (and approx.. 180 yrs., after the Telecommunications industry begun (SEE NOTE 1).
2) Please be informed that from 1997 (yr) to present date, I have made agreement requests to Verizon as inter alias Modern Technologies (and its subsidiaries: Choice Communications; Freebee.TV; DPS Matter Number 11-00335; DPS Matter Master: 03-00005/03-C-0005).
3) Due to Verizon's Failures to Negotiate; Discriminations; unequal treatments; unresponsive conducts; unlawful preferences and biases, etc.; Modern Technologies' had to downsize and close offices, store fronts, retail agents, online activities, etc. (and only its subsidiaries operations have cease; and became inactive)

Verizon signs reseller deal with DSL Extreme

Friday 8 May 2009 | 08:45 CET | News

Verizon Communications has signed a contract with high-speed internet access and business communications services provider DSL Extreme for the resale of the newly launched Fibre Extreme, a fibre internet service for residential and business customers. The introductory

telecompaper

http://lokt.net/projects

DSLExtreme- Litigation of Formal Complaint at California PUC

Litigated formal complaint against Verizon regarding unfair competition in the purchase and provision of DSL transport services to DSLExtreme, one of the largest independent ISPs in the country. Resulted in a favorable settlement for the client.

All of this led up to him eventually launching Figgers Communications, the only Black-owned (and minority-owned) telecommunications firm in the United States that is competing with major networks like AT&T, Verizon, and T-Mobile. His company owns 4 utility patents and 2 design patents in the industry.

For more details about Figgers Communications, visit **https://www.Figgers.com**

For more details about Freddie and/or to watch a 2-minute video about his story, visit **https://www.Figgersinc.com**

For media interviews, contact his assistant at (786) 716-1883 or jakila(at)figgers(dot)com

DSL Extreme Launches Rebranded FiOS

'Fiber Extreme' now available across Verizon's footprint...

12:35PM Tuesday May 05 2009 by Karl Bode

tags: Fiber · business · alternatives · Verizon FIOS · DSL EXTREME

It looks like DSL Extreme is the first major ISP to strike a deal to resell Verizon FiOS service, the company today announcing the launch of "Fiber Extreme" service. According to the [DSL Extreme press release], the company is now offering customers FTTH speeds up to 50Mbps. The press release doesn't mention Verizon or FiOS anywhere, though a DSL Extreme tech has been providing additional information in our [DSL Extreme forum].

29 Year Old Tech Maven, The Only Black Owned Telecommunications Company

Amani Sawari / February 7, 2019

Throughout history we've seen how technological advancements made by African Americans were high jacked and monetized by whites. During the slave era, inventions produced by Blacks to lighten their work load were never promoted as products of their creation. As property, even the product of their thoughts were owned by their masters.

NOTE 1: While Italian innovator Antonio Meucci (pictured at left) is credited with inventing the first basic phone in 1849, and Frenchman Charles Bourseul devised a phone in 1854, Alexander Graham Bell won the first U.S. patent for the device in 1876. (Addendum: Samuel Morse, Developed in the 1830s and 1840s by Samuel Morse (1791-1872) and other inventors, the telegraph revolutionized long-distance communication).

RESPECTFULLY SUBMITTED

DATE 1/27/20

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TO: Secretary@dps.ny.gov.
RE: Matter Number 19-02762:

PETITION & COMPLAINT SUPPLEMENT

PURSUANT TO NYS PUBLIC SERVICE LAW § 91 (unjust Discrimination), and § 92-g (1) (de-tariff), and § 93 (Liability), § 96 (3) (Complaint), and § 99(1) (CPCN); and Pursuant to 47 U.S. Code § 202 (Liability); § 252 (A)(2)(Mediation), and (B)(5) (Fail Neg.), and (c)(1)(a) to (b)(Nondiscrimination & Reasonable), and (d)(2) (Wholesale), and (G) (Consolidation), and (i)(Equal treatment); § 253 (Barriers); and § 706 (a) & § 1302 (a) (Advanced telecommunications capability).

(I) Please find annexed hereto cover letter Modern Technologies'
(a) Business Certificate, and (b) certificate of Authority

(II) Ongoing for approx. 22 yrs. (see ft.nt.) and counting, I had made countless & various requests & applications in several capacities (CLEC, ISP, MNVO, Subcontractor, Reseller, Agent et.al.) to Verizon; and all have been denied.

(III) Most recent denials involves Verizon, stating no matter what capacity (CLEC; ISP; MNVO; etc) I first need certification from DPS, for Verizon to enter into any wholesale Agreement with Modern Technologies; contrary DPS, position is that Verizon, is in error, no Certification is needed, and thus DPS, will not issue Certification to Modern Technologies. (Relevant cite: National Cable & Telecommunications Assn. v. Brand X Internet Services, 545 U.S. 967 (2005)).

(IV) Also complaint involves inter alias
(a) Verizon **slamming** Modern Technologies subscribers,

(b) Verizon Failure to Negotiate with Modern Technologies (and its subsidiaries) continuously for 22 (yrs.) and counting,

(c) Verizon's (during its 2016 (yr.) strike period) discriminative conducts and unlawful preferences, had sabotaged Modern Technologies' business,

(d) Verizon, had intentionally targeted Modern Technologies' install & repair orders (made via 3rd party wholesaler) to sabotage Modern Technologies', efforts to enter the market,

(e) Verizon refusals to subcontract install & repair orders to Modern Technologies (during Verizon's 2016(yr.) strike period, see sub para (c) I.d.) which would had enable Modern Technologies, to circumvent & prevent Verizon's unfair business tactics, barriers, Discriminations and preferences, that eventually sabotaged Modern Technologies' Business endeavors & pursuits. (d)

(V) Pro – Competition policy needed: Full "Zero-Rating" ISP Business Model vs ILEC protecting its "Paid Service" Model and "Paid prioritization" practices

RESPECTFULLY SUBMITTED

DATE 1/24/20

Jomo Williams

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Footnote: From and including: Monday, August 11, 1997 To, but not including Friday, January 24, 2020 Result: 8201 days. It is 8201 days from the start date to the end date, but not including the end date. Or 22 years, 5 months, 13 days excluding the end date. Or 269 months, 13 days excluding the end date.

Addendum:
From: ModTech Mgmt nyswebcash@gmail.com, Thu, Jan 16, 5:28 PM,
to Timothy (DPS)
Mr. Kitchner,
Correction - in papers I've submitted to you that I had previously filed in court, have errors in their paragraphs 2 & 3. Those paragraphs express claims involving an unrelated towing company litigation. Please delete them and in their place put in paragraph
2) Failure to negotiate in good faith
And in. Paragraph
3) Antitrust laws violations.

As far as the withdrawing my petition. Verizon's, insisted in court today that I must obtain a certificate. So thus just please DPS, just rule on my application.

Sincerely
Jomo Williams
Modern Technologies

Upon request, **inter alias** documents (23 yrs) in my possession to support these papers are:

E mails

Cease & Desist requests

Slamming (undermining) letters from Verizon Wholesaler, to Modern Technologies' (ISP reseller) DSL subscribers.

Modern Technologies' storefronts, and offices existence proof

Modern Technologies' websites

Contracts with sub agents and store front retailers, to sell Modern Technologies products.

Modern Technologies Business Insurances

Modern Technologies vehicle fleet

Verizon imposing unnecessary DPS certificate requirement upon me.

Verizon's Sub contracting denial to me

Modern Technologies' past incorporating & certifying Choice Communications with DPS & DOS.

Modern Technologies, making past Telecommunications tax filings with NYS,

CIVIL COURT OF NYC

COUNTY OF NY

JOMO WILLIAMS,
PLAINTIFF

AGAINST

VERIZON
DEFENDANT

AFIRMATION IN SUPPORT OF STATEMENT OF CLAIM

INDEX 60027HSC 2019

I, JOMO WILLIAMS STATE THE FOLLOWING:

CLAIMS

1) Ongoing and between 1996 (yr) to present date, the defendant of this action had:
   a) in bad faith refusal to provide Wholesale services to plaintiff
   b) Discriminated due to race to provide services or enter into agreement with plaintiff
   c) Placed unfair barriers to entry to prevent the plaintiff from entering the Telcom industry
   d) Committed unfair methods of competition
   e) Sabotaged plaintiff's business efforts for decades ("SLAMMING" subscribers; refuse to install/repair plaintiff's subscribers' service; refuse to subcontract; placing unnecessary requirements; denied many requests for <u>DISCOVERIES & DISCLOSURES.);</u> unresponsive behaviors; et.al..).
2) <u>Failure to negotiate in good faith</u>
3) <u>Antitrust laws violations.</u>

FACTS

4) Between 1996 – 97 (yrs) plaintiff made his first application to now Verizon, for interconnection/Resale agreement; Verizon, came to the plaintiff's then store front located at 317 w 141 st,. NY, NY 10030; but thereafter refuse to communicate with the plaintiff.
5) Between 2002-2003 (yrs) the plaintiff, retained counsel to formed Choice Communications INC, and filed with NYS Public Service Commission; but still thereafter Verizon, had refuse to enter into any agreement or properly communicate with the Plaintiff.
6) In 2016 (yr) The plaintiff again made application to Verizon, for Resale Agreement; but thereafter Verizon had placed unfair barriers for entry.

7) In 2016 (yr) the plaintiff was then compel to seek resale agreement from 3rd party wholesalers (IKANO DSL WHOLESALES), who Verizon (et.al.) are in agreement with.
8) In 2016 (yr) the plaintiff had invested enormous time and monies (securing various retail stores as sales agents; advertisements; website; etc) to implement doing business selling service he had secured from IKANO; but thereafter
   A) Verizon, went on strike and discriminated then to only repair & install its own work orders while putting resellers orders way on the back burner (never installing/repairing them)
   B) Refuse to sub contract the plaintiff, so that he could install/repair his own orders during the strike and thereafter.
   C) Came in agreement with now Spectrum & various landlords, not to install resellers DSL services in various dwellings.
9) Verizon had denied to install/repair, mostly all orders that the plaintiff put in via 3rd party wholesaler.
10) In 2018 (yr) Plaintiff communicated with Verizon, for resale agreement, but defendant was unresponsive.
11) In 2019 (yr) Plaintiff communicated with Verizon, for resale agreement, but defendant was again unresponsive.
12) On 11/14/19, Verizon, without notice or remedy, disconnected the plaintiff's business development environment DSL line.
13) 1997 (yr) to 2020 (yr) and counting = approx. 23 yrs.

DATE xx/xx/xx

RESPECTFULLY SUBMITTED

Jomo Williams

JOMO WILLIAMS