



# Telecharge

incorporated

October 12, 1991

ORIGINAL  
FILE COPY

Mr. Steve Tribble, Director  
PUBLIC SERVICE COMMISSION  
Tallahassee, Florida

RECEIVED  
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COMMUNICATIONS SECTION

Dear Mr. Tribble;

I am in receipt of a letter from Mr. Steve Tribble, Director, dated September 18, 1991. It refers to Docket No. 910486. Complaint of GHF Associates against Southern Bell Telephone.

The subject is to be reviewed by the full Commission on October 15 and relates to my letter to the Commission concerning my appeal which was denied because it was judged to have been Out of Time.

I am appreciative of the Commission's willingness to review this matter. In my September 9th letter I clearly and emphatically pointed out that I was not given the fourteen days to respond. For reasons I do not know the letter was delivered about five to seven days following its date of issuance and consequently shortened critically the normal fourteen days for response. This point has been previously pointed out as well as my best intentions for having it reach your offices at or before 5pm of the due date. As evidenced by the Post Office Return Receipt it was delivered to the Commission on the morning following the due date.

It may be interesting to note that I was forcefully reminded that the Commission would take no account of the differential between 5pm of one day and the morning of the following, from a 'procedural viewpoint' and at the same time it refuses to recognize that the mail-out procedure of the Commission caused the Notice to have insufficient time to file.

Mr. Tribble says: "...I can see no inequity in the manner in which we have handled your complaint". But, I do!

I invested far over one hundred thousand dollars to bring about an engineering feat of great potential benefit to all of Florida. Out of an obvious mistake and error by Southern Bell Telephone everything I had built from nearly two years of work was destroyed. I am being shunted from the real issue on procedural points of dubious value. One very simple event took place: I called and placed an order with Southern Bell for the suspension of ESSX service. The order was converted to termination without my knowledge, permission, authority, or desire. Any matter subsequent to this event it without merit or significance. Had S. Bell not made this greivous error this matter would never have come before the Commission. I ask and seek your honorable consideration of the facts and fair decision.

Most sincerely,

Steven M. Gray

P.S. A copy of this letter has been mailed to each of the Commission members. SG

10345 OCT 16 1991

FPSC-RECORDS/REPORTING

145 Madeira Avenue - Coral Gables - Florida 33134  
305-567-1801  
Fax 567-1578

## PROFILE

Answering Services . . .

### Ma Bell Gets Competition

**MIAMI— Ma Bell May Not Like This . . .** A Coral Gables engineer who has developed communications systems for psychological warfare in Indo China, special recording devices for the FBI, Secret Service, BuShips, Narcotics, Justice and Treasury Departments, and who built the first portable tape recorder for Alan Funt, and the first TV remote control, the first safetybelt signal for cars, the earliest sound for 8mm motion pictures, the first electrically powered vehicles for the handicapped, has now discovered a way to revolutionize the telephone answering industry!

Traditionally, Ma Bell has leased switchboards, concentrator-identifiers and assorted other technical equipment to the answering services and received in return what most regard as a considerable fee. The cost for lines, measured by the monthly per-quarter-mile charge makes it mandatory for most of these businesses to set up offices in each of the telephone exchange areas where their accounts are located.

**Steven Gray**, formerly director of research at the **Sound Research Laboratories** of the University of Miami has developed a way to obsolete these switchboards, concentrator-identifiers, secretarial lines, strapping charges, off-premises monthly cost to subscribers, and mileage expense. In their place Gray will use his own design of console, and an operator for each. From one central office he says that thousands, even tens of thousands of businesses and homes in Dade County will be able to have live telephone answering at less than one fourth the present rates.

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On February 13, 1991, Jim Wade, Regional Sales Manager, and Carol Fink, Administrative Manager meet with Mr. Gray and Mr. Jay Schriber, an associate of Mr. Gray's, to discuss his claim and obtain further details.

Mr. Wade explained his responsibilities with SBT&T and that the purpose of the visit was to go over the events of the case from Mr. Gray's perspective.

Mr. Gray advised of the following:

He had contracted for ESSX service to work in conjunction with 976 Service. The ESSX and 976 service went in. He had problems with his equipment that worked in conjunction with the 976. Therefore, the ESSX and 976 service was never connected to his equipment. In March, due to not being able to continue to pay for the ESSX, he claims he called the Business Office and asked for the ESSX to be suspended.

We agreed to do that and he asked to have the 447-0001 number TC to 567-1578.

He then says he received his final bill for over \$9,000.00. He called back to the BSC to ask why his bill was so much. The Service Representative advised because his service was disconnected and that was the pay off from the ESSX contract.

Mr. Gray says he paid approximately \$6,000.00 of the bill because he was afraid his service, 567-1578, would be turned off. Mr. Gray says later he was advised by his attorney that he should not have to pay the balance. He then called the PSC.

Mr. Wade asked Mr. Gray if he was told the ESSX service could not be suspended but instead disconnected and that he would be liable for the remainder of the contract. He said no one from Southern Bell advised him of that. (See note below.)

Mr. Gray was informed that Ms. Fink would look at all of our documentation further and that we would contact Mr. Gray.

NOTE: On 3-29-91, Southern Bell contacted Mr. Gray to verify disconnect and its due date. Mr. Gray was reminded that he was under contract and that there would be termination charges. He was asked was he sure he wanted to do this? He said yes. During this conversation, or any other conversations, the request to suspend service did not come up. The appropriate paper work was issued. Mr. Gray was called back and advised that \$9500.00 would be the approximate termination charges.

After further and more in-depth investigation, the following details have been uncovered.

1. Mr. Gray had problems paying for the ESSX Service from the beginning. Payment arrangements were constantly being made. As indicated, they were not kept and in one case a charge was posted for a bad check that was returned
2. On March 26, 1990, when Mr. Gray was speaking to the Collections Representative about additional payment arrangements he advised he wanted the "ESSX disconnected" (these are the notations on the IBOSS records). The Service Representative advised she would refer his request to Marketing. The above was referred to the Marketing Qualifier. Mr. Gray asked for a TC on 447-0001 to 567-1578. The representative advised that if he has an outstanding balance he could not get a TC to another number. Mr. Gray advised he would pay the balance in full by April 30, 1990.

March 27, 1990, Susan, Service Representative, left word for Trudy Weston, Service Consultant Marketing, to follow up on ESSX disconnect. She was told Iris Gonzalez was handling.

March 28, 1990, Iris Gonzalez, Service Consultant Marketing, received the request from the Collections Group to disconnect the ESSX. Iris was surprised as she recently had cut the ESSX into service. Iris received a Voice Mail Message from Collections of ESSX disconnect and that a TC to 567-1578 was okay.

March 29, 1990, Iris contacted Mr. Gray to verify disconnect and due date. She reminded Mr. Gray that he was under contract, there would be termination charges, and was he sure he wanted to do this? He said he did. She agreed to issue all paperwork and call him back with the termination charges. During this conversation, or any of the following, the request to suspend service did not come up. She issued WTD, with termination charges and 5310. Faxed 5310 directly to SCC due for short interval. Order number to disconnect the ESSX was DQWH2265. Called Mr. Gray and advised all issued and gave him the amount of \$9,500.00 as an approximate figure for the termination charges.

March 30, 1990, Mr. Gray called in and requested reference of calls from 447-0001 to 567-1578. She agreed due to VMS left by Collections that TC was okay. Issued CQVGJ996 due date April 3, 1990. Called AIS to get work done ASAP. Mr. Gray also wanted to reserve 447-0001, 0001 and 0003. Iris did so.

April 3, 1990, Mr. Gray called in, the reference of calls was not working. Called AIS and resolved.

April 4, 1990, Elena, in L&N, confirmed number reservation for this customer on 447-0000, 0001 and 0003. She was not aware that this ESSX had been disconnected on March 30, 1990 since she had not been given the 5310.

April 10, 1990, sent 5310 completion.

May 1, 1990, Collections called Mr. Gray and advised they needed \$2,495.04 today. The representative went over the payment arrangements. Mr. Gray did not remember that he had made arrangements. He agreed to pay. Mr. Gray paid \$1,274.33.

3. Attachment #4 are letters from Mr. Gray to our Collection representative handling his account. One letter advises of payment arrangements, a follow up letter from Mr. Gray and a letter from the Service Representative to Mr. Gray advising of failure to keep payment arrangements.

The following months, June, July and August, Mr. Gray paid a portion of the balance. In September Mr. Gray advised he would not be able to pay. On September 24, 1990, \$475.00 was received. This was the check that had non-sufficient funds.

October 5, 1990, Mr. Gray advised he would be getting financing for the balance and would advise.

October 16, 1990, letter from representative to Mr. Gray advising of not keeping payment agreements. Letter also indicates that balance will be transferred to 567-1578.

December 11, 1990, Mr. Gray called representative to ask why bill was so high. He was told because of contract on the ESSX. The representative advised he should call Iris Gonzales.

January 10, 1991, Mr. Gray filed PSC case.

January 18, 1991, Carol Fink, Administrative Manager, Bill Dondenville, Administrative Supervisor and Iris Gonzales, Service Consultant called Mr. Gray to discuss PSC claim (see attachment #5 for full details formally reported).

→ On February 27, 1991, Mr. Vada and Carol Fink revisited Mr. Gray. Carol advised Mr. Gray that all of our records and documentation indicate that he was made aware that ESSX could not be suspended only disconnected and that there would be a pay off of approximately \$9,500,00. Carol asked if he remembered talking to Iris Gonzales. He advised he could not remember.

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Mr. Wade and Carol advised Mr. Gray that our Company's position was that he contracted for the service. We were aware (from our earlier meeting) that the equipment portion that he was responsible for did not work as it was supposed to but we could not adjust the balance of the ESSX contract. Carol advised Mr. Gray that during our investigation that we determined he had an outstanding balance on his 976 numbers for over \$2,000. He advised he knew that and he felt those were legitimate charges.

Mr. Gray advised he was not satisfied with our decision and he would be calling the FSC back.

281 NO 87:87 18-23 83

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY  
LETTER OF ELECTION FOR ESSX SERVICE  
(ESSX TERM PAYMENT PLAN)

The undersigned Subscriber requests the Southern Bell Telephone and Telegraph Company to provide ESSX service in accordance with the Telephone Company's lawfully filed tariffs. Important tariff provisions relating to the ESSX Term Payment option are set forth herein:

1. Southern Bell will furnish, install, maintain and provide maintenance service for the following service(s) and any subsequent additions subject to the availability of facilities:

ESSX SERVICE

ESSX Main Station Lines  
Extension Station Lines  
Features (see attachment)

The total station lines subscribed to under the 24 \*\* month contractual rate at the time of initial installation 22.

If additional station lines are added at the 24 \*\*month rate under the ESSX Term Payment Plan, the termination liability (which will not apply as long as 90% of the total station lines are in service) will be reconfigured annually coincident with the first billing period after the first anniversary date of the system installation, and each anniversary date thereafter for the duration contract period. The reconfiguration for the purpose of termination liability determination, will be based on the ESSX station lines in service on each anniversary date within the contract period.

2. The Subscriber agrees to pay Southern Bell for the service described above. The Subscriber will pay an ESSX Term monthly rate for the "service period" or "optional service period" as used herein. This monthly rate will continue for the elected service period and will not be subject to Company initiated change during such period. The optional service period selected by the Subscriber is:

24 \*\*months

3. At the expiration of the elected service period the Subscriber may continue the service according to renewal options provided under the tariff. If the Subscriber does not elect an additional service period or does not request discontinuance of service, then the above service will be continued at the monthly rate then currently in effect for month-to-month Subscribers.

\*\* The contract term is 24 months to be billed at the 36 month tariff rate.

(0006m)

4. In the event that any item of service is terminated prior to expiration of the elected service period, the Subscriber will pay when applicable a termination charge as specified in the tariff for services offered under the ESSX Term Payment Plan. The following condition will also be treated as a termination of service:
  - (1) Station line moves (other than inside moves) will require disconnect of the station line at the existing location, with the application of all appropriate termination charges. Such moves would be treated as a new installation at the new location.
5. Suspension of service is not permitted for equipment covered by this agreement.
6. Additions may be made as follows:
  - (a) Equipment can be added to an existing system at the customer's option, and the payment of rates and charges in the currently effective tariffs for such service will be applied.
  - (b) At the customer's option, additions may be paid for over the remainder of the existing system's payment period, and be added onto the existing agreement, providing at least 30 days remain in the customer's existing payment period. The addition and installed system payment periods will then have a common expiration date. The charge(s) for the addition(s) will be the current filed rate(s) for the equipment for the same payment period as the installed system's existing payment period. If the installed system's payment period is not in the current tariff, the rate charged for the addition will be that of the next shorter filed payment period. If less than 30 days remain in the current payment period, additions may only be placed on the one-month payment period at the current rates in effect for the one-month period.
  - (c) If the coterminous option for additions (described in 6.b. preceding) is not elected by the customer, additions may only then be placed on the one-month payment period at the current rates in effect for the one-month period.
7. If the service requested by the Subscriber is cancelled prior to the establishment of service, but after the date of ordering reflected herein, the Subscriber is required to reimburse the Company for all expense incurred in handling the request before notice of cancellation is received. Such charge, however, is not to exceed all charges which would apply if the work involved in complying with the request had been completed.