



Public Service Commission

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RECORDS AND REPORTING

DATE: SEPTEMBER 14, 2000

TO: DIRECTOR, DIVISION OF RECORDS AND REPORTING (BAYO)

FROM: DIVISION OF LEGAL SERVICES (FORDHAM) *C.F.F. B12*
 DIVISION OF CONSUMER AFFAIRS (DEMELLO, STOKES) *[Signature]*
 DIVISION OF COMPETITIVE SERVICES (MARSH) *[Signature]*

RE: DOCKET NO. 000102-TL - COMPLAINT OF ABA PROFESSIONAL ASSOCIATION, INC. AGAINST BELL SOUTH TELECOMMUNICATIONS, INC., REGARDING BILLING FOR ISDN SERVICE.

AGENDA: SEPTEMBER 26, 2000 - REGULAR AGENDA - FINAL ACTION - INTERESTED PERSONS MAY PARTICIPATE

CRITICAL DATES: NONE

SPECIAL INSTRUCTIONS: NONE

FILE NAME AND LOCATION: S:\PSC\LEG\WP\000102.RCM

CASE BACKGROUND

On December 10, 1998, Manuel Lora, of ABA Professional Association, Inc., (ABA) filed a complaint with this Commission regarding problems he encountered with ISDN service provided by BellSouth Telecommunications, Inc. (BellSouth or BST). This complaint was logged as Consumer Activity Tracking System complaint number 237627R. The customer stated that he was informed by BellSouth that he would get better service through ISDN service than he had been receiving through analog service. He also was offered several features with the ISDN service. In the initial complaint, Mr. Lora complained that the installation was not completed in a timely manner and that at one point he had no service for two days. Once service was installed, Mr. Lora contends it was of poor quality for the next two weeks. Additionally, after the installation took place, Mr. Lora states that BellSouth informed him that he would be unable to receive all of the features that he had had with his analog service, due to

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incompatibility with the ISDN. Mr. Lora believes that he should not have to pay for the ISDN service, including installation and any other ISDN-related charges, because the service was not what the company committed to provide.

While it appears that both ABA and BellSouth endeavored to get the ISDN service to work, ultimately it was not possible to do so to Mr. Lora's satisfaction. As a result of the complaint filed with this Commission, BellSouth made a number of adjustments on the ABA accounts. On January 14, 1999, the case was closed by the Division of Consumer Affairs. However, on January 15, 1999, Mr. Lora advised the Commission that there were still outstanding amounts that had not been addressed. A further adjustment was made by BellSouth. In a letter dated February 9, 1999, BellSouth advised ABA that BellSouth had credited ABA's accounts for the installation and monthly service of the ISDN services, as well as the installation charges associated with the reconnection of analog business lines. However, efforts to reach a resolution of the case were still unsuccessful.

On March 25, 1999, Mr. Lora requested an informal conference. Due to the complexity of the case, the Division of Consumer Affairs (CAF) staff recommended that the matter be sent to the Division of Competitive Services (CMP) for review in lieu of the conference. Mr. Lora agreed to this with the caveat that he was not waiving his informal conference rights by sending a letter to withdraw the conference request. On April 9, 1999, CAF advised Mr. Lora by letter that his file was being forwarded to CMP. The letter also outlined adjustments to the ABA accounts that had already been made by BellSouth. According to BellSouth, those credits were:

\$1,989.36 - Installation charges
\$5,489.11 - Equipment Order
\$ 544.43 - Additional Line

CMP staff further investigated the matter and came to the conclusion that no additional credits were due. CMP staff concluded that, in addition to the amounts shown above, ABA had been credited for another \$2,315.15, bringing the total to \$10,338.05. The amount included \$5,489.11 of non-regulated charges from BSFS Equipment Leasing (BSFS), a BellSouth affiliate. This appears to represent the entire amount charged for ISDN equipment, including shipping.

Mr. Lora was unsatisfied with the findings of CMP staff. He continued to maintain that he was due credit amounts which he had not received. He argued that staff only repeated what BellSouth said which, according to Mr. Lora, did not include all of the facts. As a result of his dissatisfaction with the staff determination, on July 30, 1999, Mr. Lora again requested an informal conference.

CAF again referred the matter to CMP. A different CMP staff member was assigned to the case this time. Staff obtained bills and other documentation from Mr. Lora and performed an independent analysis of the data provided. The bills provided cover the period from July 1998 through January 1999. BellSouth provided those bills that Mr. Lora was unable to provide.

Staff performed a line-by-line analysis of all of the bills for the ABA accounts. Tables 1 through 4 below break down the charges staff believes are associated with ISDN on each bill, or which were caused, directly or indirectly, by the changes made as a result of the ISDN installation. Table 5 shows the credits BellSouth made to the accounts. Table 6 summarizes Tables 1 through 5, showing the net effect on the ISDN accounts.

TABLE 1
AMOUNTS BILLED-ASSOCIATED WITH ISDN
374-0838-559-0448

DATE	LATE CHGS	ISDN LOCAL	ISDN MISC. CHGS	NONRECUR. CHGS	TAXES (EST.)	TOTAL
9/14/98		\$190.36			\$35.00	\$225.36
10/14/98	\$3.81	\$0.00			\$ 0.00	\$ 3.81
TOTAL	\$3.81	\$190.36	\$0.00	\$0.00	\$35.00	\$229.17

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TABLE 2
 AMOUNTS BILLED-ASSOCIATED WITH ISDN
 374-0838-360-0441

DATE	LATE CHGS	ISDN LOCAL	ISDN MISC. CHGS	NONRECUR. CHARGES	TAXES (EST.)	TOTAL
10/14/98		\$300.38	\$401.85	\$532.19	\$189.00	\$1,423.42
11/14/98	\$40.52	\$300.35			\$65.00	\$ 405.87
12/14/98	\$39.69	\$300.35		\$186.00	\$ 80.00	\$ 606.04
TOTAL	\$80.21	\$901.08	\$401.85	\$718.19	\$334.00	\$2,435.33

TABLE 3
 LATE CHARGES BILLED-ASSOCIATED WITH ISDN¹
 374-0497-361-0442

1/14/99	\$28.73
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¹See other tables. Amounts shown on this bill included transfers from other accounts.

TABLE 4
 OTHER NONRECURRING CHARGES THAT APPEAR TO
 BE ASSOCIATED WITH RECONNECTIONS

DATE	ACCOUNT NO.	AMOUNT
9/14/98	374-0497-618-0441	\$ 38.00
1/14/99	371-3131-710-0441	\$ 80.00
9/14/98	371-3131-710-0443	\$ 102.00
10/14/98	374-0838-359-0440	\$ 93.00
11/14/98	374-0838-923-0443	\$ 199.00
Est. Taxes		\$ 77.00
TOTAL		\$589.00

TABLE 5
 CREDITS GIVEN BY BELLSOUTH - ISDN RELATED

BILL DATE	PHONE NO.	CREDIT AMOUNT
9/14/98	374-0838-559-0448	\$ 44.47
10/14/98	374-0838-559-0448	\$ 61.34
1/14/99	374-0838-923-0443	\$ 335.93 ²
1/14/99	374-0838-559-0448	\$ 249.82
1/14/99	374-0838-360-0441	\$4,204.62 ³
1/14/99	374-0497-361-0442	\$ 44.46
1/14/99	374-0497-361-0442	\$ 218.07
1/14/99	374-0497-361-0442	(\$ 920.73)
1/14/99	374-0497-361-0442	(\$ 994.68)
	374-0497	\$ 544.43 ⁴
TOTAL		\$3,787.27

² Although this was a non-ISDN account, the credit appears, in part, to be associated with a reconnection.

³ 374-0838-360-0441 credit partially charged back, with net of \$920.73 added back to 374-0497-361-0442 bill. Reason for add-back unknown. Net effect is reflected in total credit amount.

⁴ Amount of credit not independently verified by staff.

TABLE 6
 TOTAL AMOUNTS RECOMMENDED FOR REFUND AND CREDITS GIVEN
 (REGULATED ONLY)
 (TOTALS FROM TABLES 1 THROUGH 5)

REASON	AMOUNT
ISDN BILLINGS FOR 374-0838-559-0448	\$ 229.17
ISDN BILLINGS FOR 374-0838-360-0441	\$2,435.33
ISDN-RELATED LATE CHARGES 374-0497-361-0442	\$ 28.73

REASON	AMOUNT
NONRECURRING CHARGES	\$ 589.00
CREDIT GIVEN BY BST	(\$3,787.27)
AMOUNT REMAINING (EXCESS CREDIT)	(\$ 505.03)

The figures are derived solely from the bills provided by Mr. Lora, with the exception of two bills that he was unable to provide. Those were obtained from BellSouth. While the bills showed many credits on the bills that previous staff believed ABA had received, the bills also showed in some cases that the credited amounts were simply added back on other bills. One credit of \$544.43 would have been given after the dates of the bills provided to staff and has not been independently verified. There were a few credits over the period of time in question which were simply adjustments for unused partial months when service was changed. Other differences may arise from the fact that when taxes are credited on the bills, they are often netted against current amounts, making it very difficult to determine the full credit given. The verified credit amounts appear to be less than what staff initially believed was credited to ABA; nevertheless, the analysis shows that ABA received sufficient credit to cover the ISDN charges, including related late charges and non-recurring charges. Accordingly, it appears that BellSouth has given all credits that are due.

While it is clear that BellSouth did not perform the services requested by ABA in a manner acceptable to Mr. Lora, staff's analysis shows that the company has credited ABA's accounts for all amounts that appear to be associated with the ISDN transactions and reinstallation of analog service.

ABA has already received a full refund for all amounts billed by BellSouth for ISDN service and by affiliates for associated services, including monthly and non-recurring charges and reinstallation of analog service. No further amounts are due.

In an effort to bring this matter to a final resolution, staff scheduled an informal conference with Mr. Lora and BellSouth. At the May 19, 2000, informal conference, the parties discussed their concerns and reached a Settlement Agreement (See Attachment A).

On August 10, 2000, Mr. Lora called CAF. Mr. Lora informed CAF that BellSouth had not met Number 2 as listed in the Settlement

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Agreement. Number 2 was not, however, part of his original complaint. Mr. Lora was informed that BellSouth would be notified of his concern. On August 25, 2000, BellSouth advised staff, by e-mail, that Mr. Lora's record now reflects that he has been a BellSouth customer since 1984. This correction satisfies condition Number 2 of the Settlement Agreement.

DISCUSSION OF ISSUES

ISSUE 1: Should the Settlement Agreement be approved?

RECOMMENDATION: Yes. Staff believes that the Settlement Agreement should be approved by the Commission. It appears that BellSouth has resolved Mr. Lora's billing issues, which was his original complaint. (DEMELLO, STOKES)

STAFF ANALYSIS: Mr. Lora and BellSouth signed the Settlement Agreement which states that "By signing the following statement, the parties agree that a satisfactory resolution of the complaint has been reached and understand that the settlement is binding on both parties and that the parties waive any right to further review or action by the Commission." As stated in the body of this recommendation, ABA has received a full refund for all amounts billed by BellSouth and affiliates for associated services, including monthly and non-recurring charges and reinstallation of analog service. Staff recommends that the Settlement Agreement be approved by the Commission.

ISSUE 2: Should this docket be closed?

RECOMMENDATION: Yes. (FORDHAM)

STAFF ANALYSIS: Upon issuance of the Commission's Final Order approving the Settlement Agreement, this docket should be closed.

Commissioners:
JOE GARCIA, CHAIRMAN
J. TERRY DEASON
SUSAN F. CLARK
E. LEON JACOBS, JR.
LILA A. JABER



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Public Service Commission

SETTLEMENT AGREEMENT

Customer: ABA (Mr. Manuel Lora)

FPSC Request Number: 237627R

By signing the following statement, the parties agree that a satisfactory resolution of the complaint has been reached and understand that the settlement is binding on both parties and that the parties waive any right to further review or action by the Commission.

1) BELL SOUTH AGREES TO APPOINT AN INDIVIDUAL CUSTOMER ACCOUNT MANAGER AS A SINGLE POINT OF CONTACT FOR MR. LORA'S BUSINESS ACCOUNTS.

2) BELL SOUTH AGREES TO CONFIRM THAT ITS DATABASES CORRECTLY REFLECT THE DATES ON WHICH MR. LORA AND HIS BUSINESSES BECAME CUSTOMERS OF BELL SOUTH.

3) MR. LORA AGREES TO SUBMIT ANY REMAINING BILLS OR DISPUTES REGARDING THE ISDN SERVICES THAT ARE THE SUBJECT OF THIS COMPLAINT TO BELL SOUTH REPRESENTATIVE EBERNA TELWANPA AND WILL ABIDE BY HER RESOLUTION OF THOSE BILLS OR DISPUTES.

[Signature] AS P.E.O. FOR ABA May 19, 2000
Customer Date

[Signature] FOR BELL SOUTH May 19, 2000
Company TELECOMMUNICATIONS, INC. Date