

ORIGINAL



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June 1, 2004

Ms. Blanca S. Bayó, Director
Division of the Commission Clerk
& Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

RECEIVED - FPSC
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COMMISSION
CLERK

Re: Docket No. 040432-TP

Dear Ms. Bayó:

Enclosed for filing on behalf of Sprint-Florida, Incorporated are the original and 15 copies of Sprint's Answer in response to the Complaint filed by David Slavens in this docket.

Copies are being served on the parties in this docket pursuant to the attached certificate of service.

Please acknowledge receipt of this filing by stamping and initialing a copy of this letter and returning same to my assistant. If you have any questions, please do not hesitate to call me at 850/599-1560.

Sincerely,

CMP _____ *Susan S. Masterton*

COM _____
Susan S. Masterton

CTR _____
Enclosure

ECR _____

GCL _____

OPC _____

MMS _____

RCA _____

SCR _____

SEC 1 _____

OTH _____

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CERTIFICATE OF SERVICE
DOCKET NO. 040432-TP

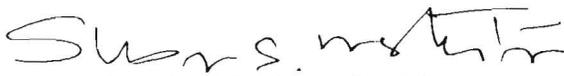
I HEREBY CERTIFY that a true and correct copy of the foregoing was served by U.S. Mail this 1st day of June, 2004 to the following:

The Florida Public Service Commission
Dovie Rockette-Gray
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

The Florida Public Service Commission
Adam Teitzman
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

The Computer Guy of North West Florida Inc.
David Slavens, CEO
763 N Ferdon Blvd.
Crestview, FL 32536

Welton & Williamson, P.A.
Mark Welton, Esq.
1020 Ferdon Blvd. South
Crestview, FL 32536



Susan S. Masterton
Susan S. Masterton

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Complaint by David Slavens against Sprint-Florida,)
Incorporated for alleged default on contract)
_____)

Docket No. 040432-TL
Filed: June 1, 2004

ANSWER OF SPRINT-FLORIDA, INCORPORATED

Sprint-Florida, Incorporated (“Sprint”), pursuant to Rule 28-106.203, Florida Administrative Code, hereby files its Answer in response to the Complaint filed by David Slavens in this docket.

INTRODUCTION

Generally, Sprint asserts that for the periods Sprint believes to be applicable to this dispute enforceable written contracts existed between Sprint and the Complainant and that Sprint has not breached the terms of those contracts or its tariffs. (See contracts attached as Attachment A, B and C) Rather, the Complainant has breached the contracts for failure to pay for the services provided by Sprint in accordance with the contract terms.¹

Sprint has attempted, to the extent possible, to respond to the numbered paragraphs in the Complaint. In addition, Sprint is providing additional relevant information and responses to the allegations gleaned from the unnumbered paragraphs of the Complaint.

¹ Mr. Slavens does not specify the applicable account number that is the subject of the Complaint. However, Sprint understands that this Complaint embraces the subject of an informal complaint filed by Mr. Slavens but terminated in favor of the filing of this formal complaint (Complaint No. 574408T). Therefore, Sprint understands and believes the applicable account number to be 850-689-1481-000.

ANSWER

1. Sprint denies that it breached the contracts by failing to “properly install” or “maintain as necessary” the T1 and PRI services covered by the contracts. Sprint admits that certain service and billing problems required corrective action by Sprint but asserts that such actions were taken promptly and that all appropriate credits were given in relation to these service and billing issues. (See detailed chronology attached as Attachment D) Any remaining allegations in paragraph 1 are denied.
2. Sprint agrees that the contracts reference additional terms and conditions contained in Sprint’s tariffs. All other allegations in paragraph 2 are denied.
3. The allegations of paragraph 3 are denied.
4. The allegations of paragraph 4 are denied.
5. The allegations of paragraph 5 are denied. The contracts relevant to this Complaint were entered into on September 18, 2001 (2 T1s) and October 25, 2001 (an additional T1) for the T1 service and on June 4, 2002 for the conversion of the 3 T1s to ISDN-PRI service.
6. In respect to the first unnumbered paragraph on page 2 of the Complaint, the majority of the paragraph appears to be a request for relief, however, Sprint denies any factual allegations contained in that paragraph. In addition, Sprint asserts that, to the extent the Complaint seeks damages beyond the disputed charges, the Commission does not have the authority to award such relief.
7. In respect to the second unnumbered paragraph on page 2 of the Complaint, Sprint denies the allegations of this paragraph. Sprint asserts that it has provided and continues to provide the services covered by the relevant contracts. Sprint denies that

the relevant contract period began in 1999, but rather asserts that the relevant contract period began in September 2001. Finally, Sprint denies that the contract terms and conditions are unascertainable.

8. In respect to the third unnumbered paragraph on page 2 of the Complaint, Sprint denies that it has engaged in any anticompetitive behavior and further denies any remaining factual allegations contained in that paragraph.
9. In respect to the fourth unnumbered paragraph on page 2 of the Complaint, to the extent that the paragraph contains any factual allegations, they are denied. Sprint asserts that it has in good faith rendered bills to Complainant in accordance with the contract and Sprint's tariffs and to the extent any billing errors have been discovered Sprint has provided the necessary adjustments and credits.

AFFIRMATIVE DEFENSE

Sprint asserts the following affirmative defense to the Complaint:

FIRST AFFIRMATIVE DEFENSE

10. Sprint asserts the affirmative defense that Sprint has provided and assessed the services and charges in dispute pursuant to the contract service arrangements entered into between Sprint and the Complainant, pursuant to Sprint's lawfully filed tariffs, and in accordance with the governing Florida statutes and rules.

WHEREFORE, in light of the above, Sprint respectfully requests that the Commission deny the relief sought by David Slavens, enter judgment in favor of Sprint, and grant any other relief deemed appropriate by the Commission.

RESPECTFULLY SUBMITTED this 1st day of June 2004.

Susan S. Masterton

Susan S. Masterton
P.O. Box 2214
Tallahassee, FL 32316-2214
850-599-1560
850-878-0777 (fax)

ATTORNEY FOR SPRINT

ATTACHMENT A

C 723178

CSVW

V-18



Service & Equipment Agreement

CONTRACT# 02J8GYSASKNR

CUSTOMER ADDRESS:

Name The Computer Guy		
Street Address 763 N. Ferndon Blvd.		
City Cocoa	State FL	ZIP 32536
Site Contact Dave Slavov		Site Contact Phone (850) 682-4665

BILLING ADDRESS:

Name The Computer Guy		
Street Address 763 N. Ferndon Blvd.		
City Cocoa	State FL	ZIP 32536
Billing Contact Dave		Billing Telephone No. (850) 682-4665

This Service & Equipment Agreement ("Agreement") dated June 4, 2002 between Sprint - Florida Incorporated hereinafter "Sprint" and The Computer Guy ("Customer"). This Agreement sets forth the terms and conditions for the provision of certain telecommunications services and/or equipment by Sprint to Customer.

The contract price will be paid as follows:

Purchase Price*	
Total Monthly Recurring Service	for 33300 PMS term \$1,605.00
Total Non-Recurring Service	\$125.00

* The Purchase Price does NOT include any sales, use, excise, property, or other taxes. Applicable taxes will be added to the Purchase Price and appear on the invoice when it is issued.

This provision of services and/or equipment by Sprint is subject to the terms and conditions set forth in the Attachments attached hereto and incorporated herein. Customer acknowledges by his signature, that he has read and understands all terms and conditions set forth herein above and in the Attachments and Schedules as applicable. IN WITNESS WHEREOF, SPRINT and Customer have executed this Agreement or each has caused it to be executed on their behalf, on the dates indicated below their signatures. This Agreement is not binding until signed by an authorized representative of SPRINT at its headquarters.

AGREED:

Sprint - Florida Incorporated
Seller

By: William P. Flippo

Printed: William P. Flippo

Title: General Manager

Date: June 5, 2002

The Computer Guy
Lessee

By: DAVID SLAVOVSKI

Printed: DAVID SLAVOVSKI

Title: CEO

Date: 4 June 2002

Address for Notices:
Sales Administration
14111 Capital Blvd.
Wake Forest, NC 27587

Address for Notices:

Sales rep: James B. Galloway
Sales rep phone: (850) 684-3707
Sales rep fax: (850) 244-0188



ATTACHMENT B

CONTRACT#
0218GYGASKAR

SERVICE ADDRESS:

Name The Computer Guy		
Street Address 763 N. Fernon Blvd.		
City Crestview	State FL	ZIP 32536
Billing Contact Dave	Telephone No. (850) 682-4665	

SERVICE: Sprint will provide to Customer those Service(s) identified below at the service address listed above. See Attachment C for additional Service Addresses as applicable.

Type of Service	Term	Contract Period	Recurring Monthly Rate*	Non-Recurring Charge*
1. ISDN - PRI <i>30ch</i>	60	06/21/2002 - 06/20/2007	1,605.00 TOTAL	125.00
2.			<i>for all 3</i>	
3.				
4.				
5.				

*Rates now in effect and subject to change in accordance with Tariff changes.

1. Sprint will provide to Customer ISDN - PRI service pursuant to the terms and conditions set forth in Sprint's Sprint-Florida, Incorporated General Exchange; Sprint-Florida, Incorporated General Exchange Tariff.

TARIFFS. Tariff refers to Company's Tariffs filed with, and approved by, respective federal and/or state regulatory commissions. Tariffs applicable to the Service(s) may be modified from time-to-time. In the event of any inconsistencies or conflicts between this Agreement and the applicable Tariff, the Company's applicable Tariff provision shall apply and take precedence.

TERMINATION. In the event Customer gives notice of cancellation or termination, disconnects any portion of Service(s) provided or otherwise breaches this Agreement resulting in the termination of said Service(s) prior to the end of the Service term or any subsequent renewal thereof, termination liability will apply as calculated and set forth in the Company Tariff governing the Service(s) offered.

**ISDN-PRI Order Form
National Sales-Support****Date Requested: 01/30/02**

Salesperson: **James B Galloway** TN: **850-664-3707** EID: **815**
Salesperson E-Mail: **james.b.galloway@mail.sprint.com**

Ordered by Information:

Customer Contact Name: **Dave** TN: **850-4665**
Customer Name: **The Computer Guy**
Customer Site Address: **763 N. Ferndon Blvd.**

Bill to Existing #: **850-682-4665** Major Acct MDES:
Billing Name: **The Computer Guy**
Billing Street Address: **763 N. Ferndon Blvd.**
City: **Crestview** State: **FL** Zip-Code: **32536**
Bill Contact Name: **Dave**
Bill Contact TN: **850-682-4665**

Term Discount Plan: **60**
Reason for Issue: **New Service**
Total # of PRI Requested: **3**
Type of Interface: **Incoming**
Trunk Start Signaling Type: **Wink**
Trunk Selection Sequence: **Ascending Sequential**
PBX Store & Route Digits: **No** If Yes, Number of Digits to be sent:

Pilot Number/s: **850-682-4665**
Assign Test Number: **No**
List Existing Directory Numbers:
Directory Numbers/Exchange to be Added (Inc. DID):
Directory Numbers to be Removed (Inc. DID):
Backup D Channel Assignment: _____ (available with Multiple PRIs only)

Customer Switch Type: **remote access server** (Norstar xx, Option xx etc.)
ISDN PRI Type: NI1
Return DT on Seizure: _____
InterLATA PIC: _____ IntraLATA PIC:
Yield to Glare: **YES**
Call Blocking: **NO**

Comments: Please, convert 3 existing Ch. T1's 471681, 471682, 476477 to PRI, one way for ISP on 60 mo. term. Thanks, any questions 850.664.3707

Tab from Field to Field or click with your mouse.

For explanation of certain fields highlight the blank space & depress the F1 key.

Forms Administrator: **Natl.Sales-support@mail.sprint.com** (Request for changes accepted)

Sprint/Florida, Centel of Florida
 Proposal For
 The Computer Guy
 Intra-Exchange ISDN-PRI 60-84 Months
 Printed On: June 6, 2002

Company Copy - Regulated

Quote # : 2002-008755

Job Cost Worksheet

Quote Date	: 06/04/2002	Billing #	: 850-689-1481-000
Sales Person	: Brantley Galloway - 815	Contract #	:
Circuit ID	:	Engineer	: Mary DeMarino
PlantTestDate	:	Expire Date	: 07/04/2002
Order #	:	Due Date	:
NCI	: 04DS9.15	JCA	: No
SNCI	: 04DS9.15		
JKCODE	: RJ48S		

Service Requested By:

Customer : Sprint
 Contact : James B. Galloway
 Phone : 850 664-3707
 Fax :

Customer Project Contact:

Customer : The Computer Guy
 Contact : David Slaven
 Phone : 850-682-4665
 Fax :

Telco Project Contact:

Telco : Sprint/Florida, Centel of Florida
 Contact : Chris Broadway
 Phone : 850-664-3066
 Fax :

Location : CKL #A, 292 N Spring St, 850-682-2791, Crestview, FL
 Contact : Centel C.O. (CRVWFLXADSO) (DMS-100)

Location : CKL #B, 763 N Ferndon Blvd, 850-689-1481, Crestview, FL, 32536
 Contact : The Computer Guy

CKL	S&E Code	Item	C.O	Qty-M	Qty-N	Monthly	NRC

Intra-Exchange ISDN-PRI 60-84 Months							
A	FCETPRI (1W5)	PRI Interface (1-Way)	CSVW	3	0	\$213.00	
A	TIFCLB(BC5)	B Channel Access	CSVW	69	69	\$897.00	
A	FCEISCD(DC5)	D Channel Access	CSVW	3	0	\$39.00	
B	PBIVXT1(F5Y)	PRI Access Line (1st)	CSVW	1	1	\$152.00	
B	PBIVXT1(F5Y)	PRI Access Line (Additional)	CSVW	2	2	\$304.00	
Service Charges							
	TP	Prem.Visit (Ea.Loc.)		0	1		\$125.00
Total:						\$1,605.00	\$125.00

Remarks:

MKTG. Quote #2002-008755 MLD

INSTALL (3) ISDN PRI EQUIPPED W/ B8ZS/ESF. 69 B-channels and 3 D-channel. D-channel used for

Sprint/Florida,Centel of Florida
Proposal For
The Computer Guy
Intra-Exchange ISDN-PRI 60-84 Months
Printed On: June 6, 2002

Company Copy - Regulated

Quote # : 2002-008755

signaling ONLY.

QUOTE 2002-008755 PRI-ISDN PRI 69 B, 3 D; NEW TRNK GRP = Y TRNK TYP = PRI; SIGNAL TYP = Q931; HUNT SEQUENCE = Ascending Sequential NBR DIGITS SENT = None; EXISTING DN = 850-682-4665 ; NEW DN = REMOVE DN = ; TRANSMISSN PROTOCOL ON T1 = B8ZS; CUST SWITCH TYP = Remote Access Server ; CUSTOM OR NATIONAL = NI1; BACKUP D CHNL ASGNMT = NONE; BTN = 850-689-1481 ; INTERLATA PIC = N ; INTRALATA PIC = N ; YIELD TO GLARE = Y; CALL BLOCK = N TYP BLOCK = ONE ; REMARKS: PRI TYPE = 1 Way; PILOT = 850-689-1481 . Remove (3) exisitng Channelized T1's 471681,4781682,476477 to ISP 60 Month Term. and (72) 60.DIXX.307723.72 Billing Number 850-689-1481-000.

Note: Additional Charges Will Be Applied by The SOE System (SLC, NC Relay, etc.).

Sales Admin Comments:

Payment Term:

Minimum service period of 60-84 Months to avoid term. liability.

Sprint/Florida,Centel of Florida
Proposal For
The Computer Guy
Intra-Exchange ISDN-PRI 60-84 Months
Printed On: June 6, 2002

Customer Copy - Regulated

Quote # : 2002-008755

Quote Date : 06/04/2002 Billing # : 850-689-1481-000
Sales Person : Brantley Galloway - 815 Engineer : Mary DeMarino
Circuit ID : Contract # :
PlantTestDate : Due Date :
Order # : Expire Date : 07/04/2002
NCI : 04DS9.15
SNCI : 04DS9.15

Service Requested By:
Customer : Sprint
Contact : James B. Galloway
Phone : 850 664-3707
Fax :

Customer Project Contact:
Customer : The Computer Guy
Contact : David Slaven
Phone : 850-682-4665
Fax :

Telco Project Contact:
Telco : Sprint/Florida,Centel of Florida
Contact : Chris Broadway
Phone : 850-664-3066
Fax :

Location : CKL #A, 292 N Spring St, 850-682-2791, Crestview, FL
Contact : Centel C.O. (CRVWFLXADSO) (DMS-100)

Location : CKL #B, 763 N Ferndon Blvd, 850-689-1481, Crestview, Fl, 32536
Contact : The Computer Guy

Description	Monthly	NRC
Intra-Exchange ISDN-PRI 60-84 Months	\$1,605.00	\$125.00

Remarks:
MKTG. Quote #2002-008755 MLD

INSTALL (3) ISDN PRI EQUIPPED W/ B8ZS/ESF. 69 B-channels and 3 D-channel. D-channel used for signaling ONLY.
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Sprint/Florida,Centel of Florida
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The Computer Guy
Intra-Exchange ISDN-PRI 60-84 Months
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Sprint/Florida,Centel of Florida
 Proposal For
 The Computer Guy
 Intra-Exchange ISDN-PRI 60-84 Months
 Printed On: June 6, 2002

Company Copy - Regulated

Quote # : 2002-008755

Job Cost Worksheet

Quote Date	: 06/04/2002	Billing #	: 850-689-1481-000
Sales Person	: Brantley Galloway - 815	Contract #	: 02JBGY5AMQ47
Circuit ID	:	Engineer	: Mary DeMarino
PlantTestDate	: 06/13/2002	Expire Date	: 07/04/2002
Order #	:	Due Date	: 06/14/2002
NCI	: 04DS9.15	JCA	: Yes
SNCI	: 04DS9.15		
JKCODE	: RJ48S		

Service Requested By:

Customer : Sprint
 Contact : James B. Galloway
 Phone : 850 664-3707
 Fax :

Customer Project Contact:

Customer : The Computer Guy
 Contact : David Slaven
 Phone : 850-682-4665
 Fax :

Telco Project Contact:

Telco : Sprint/Florida,Centel of Florida
 Contact : Chris Broadway
 Phone : 850-664-3066
 Fax :

Location : CKL #A, 292 N Spring St, 850-682-2791, Crestview, FL
 Contact : Centel C.O. (CRVWFLXADSO) (DMS-100)

Location : CKL #B, 763 N Farndon Blvd, 850-689-1481, Crestview, FL, 32536
 Contact : The Computer Guy

CKL	S&E Code	Item	C.O	Qty-M	Qty-N	Monthly	NRC

Intra-Exchange ISDN-PRI 60-84 Months							
A	FCETPRI(1W5)	PRI Interface (1-Way)	CSVW	3	0	\$213.00	
A	TIFCLB(BC5)	B Channel ACESS	CSVW	69	69	\$897.00	
A	FCEISCD(DC5)	D Channel ACESS	CSVW	3	0	\$39.00	
B	PB1VXT1(F5Y)	PRI Access Line (1st)	CSVW	1	1	\$152.00	
B	PB1VXT1(F5Y)	PRI Access Line (Additional)	CSVW	2	2	\$304.00	
Service Charges							
	TP	Prem.Visit (Ea.Loc.)		0	1		\$125.00
Total:						\$1,605.00	\$125.00

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Sprint/Florida,Centel of Florida
Proposal For
The Computer Guy
Intra-Exchange ISDN-PRI 60-84 Months
Printed On: June 6, 2002

Customer Copy - Regulated

Quote # : 2002-008755

Quote Date : 06/04/2002
Sales Person : Brantley Galloway - 815
Circuit ID :
PlantTestDate : 06/13/2002
Order # :
NCI : 04DS9.15
SNCI : 04DS9.15

Billing # : 850-689-1481-000
Engineer : Mary DeMarino
Contract # : 02JBGY5AMQ47
Due Date : 06/14/2002
Expire Date : 07/04/2002

Service Requested By:

Customer : Sprint
Contact : James B. Galloway
Phone : 850 664-3707
Fax :

Customer Project Contact:

Customer : The Computer Guy
Contact : David Slaven
Phone : 850-682-4665
Fax :

Telco Project Contact:

Telco : Sprint/Florida,Centel of Florida
Contact : Chris Broadway
Phone : 850-664-3066
Fax :

Location : CKL #A, 292 N Spring St, 850-682-2791, Crestview, FL
Contact : Centel C.O.(CRVWFLXADSO) (DMS-100)

Location : CKL #B, 763 N Ferndon Blvd, 850-689-1481, Crestview, Fl, 32536
Contact : The Computer Guy

Description	Monthly	NRC
Intra-Exchange ISDN-PRI 60-84 Months	\$1,605.00	\$125.00

Remarks:

MKTG. Quote #2002-008755 MLD

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Sprint/Florida, Centel of Florida
Proposal For
The Computer Guy
Intra-Exchange ISDN-PRI 60-84 Months
Printed On: June 6, 2002

Customer Copy - Regulated

Quote # : 2002-008755

SITE ADDRESS

Customer	THE COMPUTER GUY
Address	789 N FERNDON BLVD STE 11
City, State, Zip	CRESTVIEW FL 32536
County	
Attention:	DAVE SLAVEN
Phone #	850 682-4665

BILLING ADDRESS

Customer	THE COMPUTER GUY
Address	SAME
City, State, Zip	
Tax Exempt Number	
Attention:	
Phone #	SAME

PURCHASE PRICE AND PAYMENT TERMS

Down Payment (see Billing Comments)	
Upon Delivery	
Upon Installation	
Total Service (Including Labor)	
Total Equipment (Including Labor)	
CONTRACT PERIOD	SUBTOTAL (not including Sales Tax)
From: 11/20/01	SALES TAX
To: 11/19/06	TOTAL PRICE

BILLING COMMENTS

Initials:
Sprint _____

Buyer 



Channelized Translink

SECTION I SERVICES TO BE PROVIDED BY SPRINT

A. Sprint shall furnish, install and maintain as necessary T-1 Service between the following Subscriber's locations:

Location A 789 N FERNON BLVD STE 11 CRESTVIEW FL 32536.

Location B SPRINT CO

Additional Locations

Only Services are being provided under this Agreement. The Service is being provided pursuant to terms and conditions in Sprint's lawfully filed General Exchange Tariff, including any changes therein as may be made from time to time. Sprint's Tariff containing all terms and conditions under which the Service will be provided, as well as a description of the Service, are on file and accessible at Sprint's business offices. This Agreement is being executed to provide additional terms necessary for the extended contract period desired by Subscriber and is not intended to be a detailed recitation of the terms and conditions of the Service. Sprint and Subscriber agree to abide by all terms and conditions of the Tariff and applicable Tariff provisions shall prevail where in conflict with the terms of this Agreement.

SECTION II PAYMENT TO SPRINT

A. Subscriber shall pay Sprint for the Service at the rate provided in the Tariff for a Service period of () months. Subscriber shall be billed monthly for the Service and shall pay such bills in accordance with Sprint's Tariff requirements.

B. The present monthly rates and charges for the Service listed in the Tariff are as follows:

Location A

Monthly Recurring \$791.90

Non-recurring WAIVED

C. Sprint has no obligation to provide Service at any location other than at the location(s) listed hereinabove. The Subscriber agrees to pay any added costs incurred by Sprint due to a Subscriber-initiated change in the location of the Service prior to the time it is placed in service. However, the Subscriber may arrange to have existing Service under this Agreement moved within the same premises. Subscriber agrees to pay a non-recurring charge based upon the estimated cost of such rearrangement without interruption or change in monthly rates.

D. In the event the Service requested by the Subscriber is canceled by the Subscriber prior to the establishment of Service, but after the date of ordering reflected herein, the Subscriber shall be required to reimburse Sprint for all costs and expenses incurred in handling the request up to and including the date the notice of cancellation is received in writing. Such charge shall not exceed the sum of all charges that would apply if the work involved in complying with the request had been completed.

SECTION III TERM OF AGREEMENT

A. The Service period for this Agreement shall be SIXTY

B. (60) months commencing on NOVEMBER 20TH, 2001, or the date the Service is installed, and terminating SIXTY (60) months later ("Initial Term").

C. At the expiration of the 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, the Service will automatically be continued at the monthly rate currently in effect for the month-to-month payment rate, unless either party gives the other party written notice of termination at least thirty (30) days in advance of any scheduled renewal.

D. Any suspension of Service before the expiration date of the term arrangement shall be considered a disconnect and termination liability charges noted in section IV shall apply.

Initials:
Sprint _____

Buyer 

**SECTION X
SEVERABILITY**

If any provision of this Agreement is held invalid, unenforceable or void, the remainder of the Agreement shall not be affected thereby and shall continue in full force and effect.

**SECTION XI
AMENDMENTS; WAIVERS**

The terms and conditions outlined herein, any attachment(s) affixed hereto and Sprint's General Exchange Tariff, which is hereby incorporated herein by reference as if fully set forth herein, shall constitute the entire Agreement between the parties and supersede all prior oral and written agreements, representations, undertakings or proposals with respect to the subject matter hereof.

The parties may amend or modify any part of this Agreement only by a written document signed by the party to be changed. Failure or delay by either party to exercise any right, power or privilege under this Agreement shall not operate as a waiver thereof.

**SECTION XII
TITLES AND HEADINGS**

Titles, headings and sections of this Agreement have been inserted for convenience of reference only. They shall not define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

**SECTION XIII
COMPLIANCE**

Where required, the parties shall ensure compliance with all necessary rules, licenses and approvals that may be in effect in the local, state and interstate jurisdictions, that are required in the provisioning and performance of Services and facilities covered under this Agreement.

**SECTION XIV
ASSIGNMENT**

This Agreement may not be assigned by Subscriber without the written consent of Sprint, which shall not be unreasonably withheld.

**SECTION XV
GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the state of Florida.

**SECTION XVI
CONFLICTING TERMS**

If there shall be any terms of this Agreement which conflict with Sprint's General Exchange Tariff, the applicable Tariff provisions shall apply and take precedence.

**SECTION XVII
YEAR 2000 COMPLIANCE**

Sprint is working to ensure that Network Services will operate as specified in this Agreement during the 20th and 21st-centuries. Sprint will make reasonable efforts to cure any material failure to comply with any requirement of this Agreement caused solely by year 2000 defects in Sprint's hardware, software or systems. Due to the interdependence among telecommunications companies and the interrelationship with non-Sprint processes, equipment and systems, Sprint does not ensure compatibility between Sprint Products and Services and non-Sprint Products and Services used by Customer nor is Sprint responsible for failures due to circumstances beyond its control.

Initials:
Sprint _____

Buyer _____



SITE ADDRESS

Customer	THE COMPUTER GUY
Address	789 N FERNDON BLVD STE 11
City, State, Zip	CRESTVIEW FL 32536
County	
Attention:	DAVE SLAVEN
Phone #	850 682-4665

BILLING ADDRESS

Customer	SAME
Address	
City, State, Zip	
Tax Exempt Number	
Attention:	SAME
Phone #	SAME

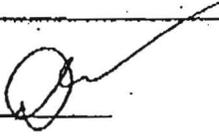
PURCHASE PRICE AND PAYMENT TERMS

Down Payment (see Billing Comments)	
Upon Delivery	
Upon Installation	
Total Service (Including Labor)	
Total Equipment (Including Labor)	
CONTRACT PERIOD	SUBTOTAL (not including Sales Tax)
From: 10/10/01	SALES TAX
To: 10/09/06	TOTAL PRICE

BILLING COMMENTS

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Initials:
Sprint _____

Buyer  _____



Channelized Translink

SECTION I SERVICES TO BE PROVIDED BY SPRINT

- A. Sprint shall furnish, install and maintain as necessary T-1 Service between the following Subscriber's locations:

Location A 789 N FERDON BLVD STE 11 789 N FERDON BLVD STE 11

Location B SPRINT CO

Additional Locations

Only Services are being provided under this Agreement. The Service is being provided pursuant to terms and conditions in Sprint's lawfully filed General Exchange Tariff, including any changes therein as may be made from time to time. Sprint's Tariff containing all terms and conditions under which the Service will be provided, as well as a description of the Service, are on file and accessible at Sprint's business offices. This Agreement is being executed to provide additional terms necessary for the extended contract period desired by Subscriber and is not intended to be a detailed recitation of the terms and conditions of the Service. Sprint and Subscriber agree to abide by all terms and conditions of the Tariff and applicable Tariff provisions shall prevail where in conflict with the terms of this Agreement.

SECTION II PAYMENT TO SPRINT

- A. Subscriber shall pay Sprint for the Service at the rate provided in the Tariff for a Service period of (60) months. Subscriber shall be billed monthly for the Service and shall pay such bills in accordance with Sprint's Tariff requirements.

- B. The present monthly rates and charges for the Service listed in the Tariff are as follows:

Location A

Monthly Recurring \$1583.80

Non-recurring WAIVED

- C. Sprint has no obligation to provide Service at any location other than at the location(s) listed hereinabove. The Subscriber agrees to pay any added costs incurred by Sprint due to a Subscriber-initiated change in the location of the Service prior to the time it is placed in service. However, the Subscriber may arrange to have existing Service under this Agreement moved within the same premises. Subscriber agrees to pay a non-recurring charge based upon the estimated cost of such rearrangement without interruption or change in monthly rates.

- D. In the event the Service requested by the Subscriber is canceled by the Subscriber prior to the establishment of Service, but after the date of ordering reflected herein, the Subscriber shall be required to reimburse Sprint for all costs and expenses incurred in handling the request up to and including the date the notice of cancellation is received in writing. Such charge shall not exceed the sum of all charges that would apply if the work involved in complying with the request had been completed.

SECTION III TERM OF AGREEMENT

- A. The Service period for this Agreement shall be SIXTY
B. (60) months commencing on OCTOBER 10TH, 2001, or the date the Service is installed, and terminating SIXTY (60) months later ("Initial Term").

- C. At the expiration of the 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, the Service will automatically be continued at the monthly rate currently in effect for the month-to-month payment rate, unless either party gives the other party written notice of termination at least thirty (30) days in advance of any scheduled renewal.

- D. Any suspension of Service before the expiration date of the term arrangements shall be considered a disconnect and termination. Liability charges noted in section IV shall apply.

Initials:
Sprint _____

Buyer _____

**SECTION X
SEVERABILITY**

If any provision of this Agreement is held invalid, unenforceable or void, the remainder of the Agreement shall not be affected thereby and shall continue in full force and effect.

**SECTION XI
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**SECTION XVII
YEAR 2000 COMPLIANCE**

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Initials:

Buyer



Detailed chronology

Channelized T1 service

October 12, 2001. Two channelized T1's were installed into customer premise and account 850-689-1481-000 was established. Each T1 was billed for three components.

Billed item	Qty	Monthly charge each (per contract)	Total mo. Charge (per contract)	Remarks
T1 facility	2	\$ 82.90	\$ 165.80	One error: Wrong billing code was used, customer was charged \$90.50 each, total \$181.00, not \$82.90 each, total \$165.80.
DS1/DS3 channel capability	2	\$ 181.00	\$ 362.00	Two errors: (1) This charge should not have been billed; (2) Instead of billing \$181.00, each T1 billed \$247.00 for this capability.
24 channels per T1	48	\$ 22.00	\$ 1,056.00	One error: Two T1's were installed, 24 channels each, total of 24 channels. However, only 47 channels were coded into billing records.

November 16, 2001. First monthly bill issued. This invoice bills for:

- partial month charges for the period 10/12/2001 (installation date) to 11/16/2001 (date current billing month starts);
- the current month – 11/16/2001 to 12/15/2001; and
- taxes and surcharges.

November 19, 2001. One channelized T1 was installed into customer's premise and added to billing for a total of three channelized T1's on this account. With this addition, billing on the account was as follows.

Billed item	Qty	Monthly charge each (per contract)	Total mo. Charge (per contract)	Remarks
T1 facility	3	\$ 82.90	\$ 165.80	One error: Wrong billing code was used, customer was charged \$90.50 each, total \$271.50, not \$82.90 each, total \$248.70.
DS1/DS3 channel capability	3	\$ 181.00	\$ 543.00	Two errors: (1) This charge should not have been billed; (2) Instead of billing \$181.00, each T1 billed \$247.00 for this capability.
24 channels per T1	72	\$ 22.00	\$ 1,584.00	One error: Three T1's were installed, 24 channels each, total of 72 channels. However, only 48 channels were coded into billing records.

December 16, 2001. Second monthly bill issued. This invoice bills for:

- partial month charges for the third T1 for period 11/19/2001 (installation date) to 12/16/2001 (date current billing month starts);

- the current month – 12/16/2001 to 1/15/2002; and
- taxes and surcharges.

Repair history for channelized T1's and corrective action

Mr. Slavens' submission to the FPSC makes the following statement regarding the repair history for the three channelized T1's: ". . . I was told over 2 years ago that a 'Tag and Test Team' would be deployed to resolve our problems. . ." In fact, the circuit was subjected to complete testing on 6/28/2002 that identified problems in Sprint equipment; see ticket WC06283382, above. Problems with the customer's channelized T1's spanned a period of less than two months – 5/3/2002 to 6/28/2002 – and all were resolved at the time the trouble was reported.

The following chart lists the repair history for the three channelized T1's.

	Date	Ticket #	Problem	Resolution	Charge
1.	5/3/2002	WC05033025 458552	Customer reported T1 circuit 60.DHZX.471681..CEFL down	Tested error free to customer's equipment. Problem in customer's equipment.	\$40.00 Order R721444 Charge appeared on 5/16/2002 bill, p. 6
2.	5/3/2002	WC05033252 458556	Customer reported T1 circuit 60.DHZX.476477..CEFL down	Tested error free to customer's equipment. Changed cable pair	No charge
3.	5/3/2002	WC05033289 458555	Customer reported T1 circuit 60.DHZX.471682..CEFL down	Tested error free to customer's equipment. Changed cable pair	No charge
4.	5/4/2002	WC05041159 458775	Customer reported T1 circuit 60.DHZX.471681..CEFL down	Tested error free to customer's equipment. Referred for further testing by "tag-and-test".	\$40.00 Order R721826 Charge appeared on 5/16/2002 bill, p. 6
5.	6/28/2002	WC06283382	Further testing as follow-up to previous trouble ticket	Replaced cards in Sprint CO equipment	No charge

Erroneous charges for channelized T1 service and resolution

As indicated above, when the first two T1's were installed and again when the third T1 was installed, errors on the service order resulted in the following incorrect charges:

- All three T1 facilities were billing \$90.50 per month, not the \$82.90 contract rate. Two T1s billed from 10/12/2001 until they were disconnected on 6/17/2002 and one billed from 11/19/2001 until 6/17/2002. *The total over-billing was \$178.18; this error was discovered on 4/30/2004; \$178.18 was credited to the account and will be on the 5/16/2004 bill (plus taxes).*
- All three T1's were charged a "DS1/DS3 channel capability" equipment charge. This charge is for multiplexing equipment normally associated with channelized T1's. However, it appears that this customer did not require the MUX equipment

and should not have been charged for it. *On 1/15/2003 a credit of \$5,894.00 for all DS1/DS3 channel capability charges was applied to this account. Including taxes the total credit was \$6,378.49; the credit was on the 1 /16/2003 bill, page 3.*

- Each channelized T1 carries 24 voice/data channels. When the first two were installed, only 47 channels were entered into billing. A review of the service orders shows that, when the third T1 was installed, 23 channels were removed from billing and 24 were put in. This appears to have been an attempt to correct the error whereby only 47 channels were installed instead of 48. However, this action compounded the error because from 11/19/2001 forward, only 48 channels were billed, not 72. *This error caused the customer to be under-billed by a total of \$3,687.18. The customer will not be billed for these charges.*

Credit for late payment charges

During 2002, Mr. Slaven had several contacts with Sprint in which he disputed items on the bills for account 850-689-1481-000. Because of these disputes, the bill was not paid in full for several months, resulting in late payment penalty charges being assessed against the account. On 1/22/2003 a credit for \$3,562.49 was applied to the account for all late fees assessed from the date the account was established through the late fee on the 12/16/2002 bill. *Taxes were applied to this credit, resulting in a total credit of \$3,669.36 that appeared on the 2/16/2003 bill, page 3.*

ISDN PRI service

June 17, 2002. Three ISDN PRI were installed and three channelized T1's were disconnected. With this action, the account contained billing only for the three PRI. Billing as shown in this table was in accordance with the contract.

Billed item	Qty	Monthly charge each (per contract)	Total mo. Charge (per contract)	Remarks
ISDN PRI interface	3	\$ 71.00	\$ 213.00	On bill as "ISDN PRI contract term"
ISDN PRI access line	3	\$ 152.00	\$ 456.00	On bill as "ISDN voice/data channel"
D channel (1 per PRI)	3	\$ 13.00	\$ 39.00	On bill as "ISDN PRI channel contract term"
B channel (23 per PRI)	69	\$ 13.00	\$ 897.00	On bill as "ISDN PRI B channel." Error: Only 68 channels were put into billing, thereby under-billing the account by \$13.00 per month. Channel #69 was added on 4/29/03; no back-billing.

July 16, 2001. The bill issued on 7/16/2002 reflected the removal of three channelized T1's and the addition of three ISDN PRI. This bill contains the following charges and credits:

- partial month charges for the PRI for the period 6/17/2002 (installation date) to 7/16/2002 (date current billing month starts);
- partial month credits for the three channelized T1s for the period 6/17/2002 (disconnect date) to 7/16/2002 (date current billing month starts); (These credits appear under the heading "partial month charges" but each dollar amount is preceded by a minus sign, indicating a credit. The credits are issued because on the 6/16/2002 bill, the channelized T1's were billed for the period 6/16/2002 to 7/16/2002.);

- ISDN PRI charges for the current month – 11/16/2001 to 12/15/2001; and
- taxes and surcharges.

Erroneous billing for ISDN PRI and corrective action

Each ISDN PRI consists of one PRI interface, one PRI access line, one PRI D channel, and 23 PRI B channels. Three PRI have 3 x 23 = 69 B channels. When the three PRI were installed, 69 B channels were engineered but billing was started for only 68 B channels, resulting in under-billing of \$13.00 per month.

On 4/29/2004, order C357080 corrected this situation by adding one B channel to the account, effective 4/29/2004. *The Computer Guy had been under-billed by \$13.00 per month from 6/17/2002 to 4/29/2004, a total under-billing of \$291.16. Sprint will not back-bill the customer for this amount.*

Repair history for ISDN PRI and corrective action

Mr. Slavens’ complaint lists several service problems with the three ISDN PRI circuits that caused service interruptions. The following chart lists the repair history for the three ISDN PRI.

	Date	Ticket #	Problem	Resolution	Charge
1.	6/30/2002	WC06300259 476994	Customer reported PRI 60.IPZX.498856..CEFL down.	Tested circuit from CO to demark; replaced card in CO equipment	No charge
2.	7/2/2002	WC07024279 476994	Customer reported PRI 60.IPZX.498856..CEFL down.	Tested circuit, referred for further testing.	No charge
3.	1/15/03	C747580	Incorrect hunt sequence	Hunt sequence changed FROM ascending sequential TO most idle.	\$105.00 See below.
4.	6/30/2003	WD06301956 72086	Customer reported PRI 60.IPZX.498854..CEFL down.	Tested circuit, circuit came clear during testing and was cleared with customer.	No charge
5.	7/2/2003	WD07023759 72987	PRI 60.IPZX.498854..CEFL experiencing numerous errors.	Sprint technician left terminal door open during testing; rain storm shorted terminal; dried terminal, replaced jumper. WD07031640 and WD07211023: Replaced cards in CO. Circuit tested good.	No charge
6.	7/3/2003	WD07031455 72987			
7.	7/3/2003	WD07031640 72987			
8.	7/21/2003	WD07211023 72987			

Engineering documents associated with the contract for the three ISDN PRI specified ascending sequential hunt sequence for the PRI.

FPSC Case 510738T and corrective action

On 1/7/2003, Mr. Slavens filed Case 510738T with the FPSC concerning service outages and billing disputes with Sprint over account 850-689-1481-000. Mr. Slavens’ concerns were investigated and the following action was taken:

- Charges on preceding bills that Mr. Slavens were explained to him.
- Credit of \$5,894.00 was issued for all DS1/DS3 channel capability/equipment charges (this credit is described in detail on pages 2 and 3, preceding).
- Credit of \$3,562.49 was issued for late payment charges for the period 1/2002 through 12/2002 (this credit is described in detail on page 3, preceding).
- Several attempts were made to contact Mr. Slavens to explain the resolution of this case to him but Sprint representatives were not able to contact him.

FPSC Case 574408T and corrective action

On 12/18/2003 Mr. Slavens filed with the FPSC another complaint against Sprint that was assigned FPSC Case 574408T. Mr. Slavens raised several issues in this complaint.

- Outages and repair history of channelized T1 and ISDN PRI service.
- Late payment charges that continued to accumulate on the account.
- A "\$10,000 credit, which was immediately reversed and recharged to us the next month."
- Billing to correct charges to re-program the ISDN PRI hunt sequence.
- He claimed that he was being billed at a higher rate than originally contracted.
- He stated that service on this account was terminated during a dispute over past due balances on the account.

Sprint provided both an interim and final response to the issues raised by Mr. Slavens. The following summarizes Sprint's actions in response to Mr. Slavens' complaints.

- Because of several service outages on both the channelized T1s and ISDN PRI circuits, and because of late payment penalties charged to the account, Sprint issued the following credits:
 - Credit equal to three month's of charges for the PRI circuits, \$4,776.00. Taxes were applied to this credit for a total credit of \$5,463.27 on the 2/16/2004 bill.
 - Credit equal to all late payment fees between 12/2002 and 1/2003; \$4,583.29. Taxes were applied to this credit for a total credit of \$4,720.79 on the 2/16/2004 bill.
 - These two credits totaled \$10,184.06.
- Contrary to Mr. Slavens' claim, there has not been a credit for \$10,000.00 applied to this account which was later withdrawn.
- Mr. Slaven was charged \$105.00 for re-programming the ISDN PRI hunt sequence from "ascending sequential," as stated on the original contract, to "most idle."
- The account is being billed correctly per the contract, with the exception of under-billing for one ISDN PRI B channel as explained on page 4, preceding.
- Service was suspended on 12/18/2003 for non-payment and restored on the same date.

Between 12/26/2003 and 1/22/2003, a Sprint representative made eight attempts to contact Mr. Slavens to explain the foregoing to him; he was not available, the Sprint representative left messages for Mr. Slavens each time.

FPSC request for detailed chronology of account 850-689-1481-000 and associated Sprint actions

On 4/22/2004 Sprint was advised by the FPSC to respond with a detailed chronology of installation, outages, repairs, charges, and credits to account 850-689-1481-000. This document is that response.¹

While reviewing the account to prepare this document, a Sprint representative found four matters that required further action by Sprint.

- Customer had been charged a total of \$9,817.65 in late payment charges but only \$8,145.78 was credited. *Credit of \$1,671.87 was applied to the account on 5/3/2004, thereby crediting all late fees charged to this account since it was established.*
- As a good will gesture, *customer was credited for the \$105.00 programming fee for re-programming the ISDN PRI hunt sequence from ascending sequential to most idle.*
- *Customer was credited \$178.18 for erroneous facility charges on the three channelized T1's (see details on page 2, preceding).*
- *One B channel was added to billing to correct under-billing for the B channels associated with the three PRI (see details on page 4, preceding).*

¹ However, on May 7, 2004 Mr. Slavens filed the instant formal complaint with the Commission, terminating the informal complaint process, so that this document was never provided to the Commission staff.