

State of Florida



ORIGINAL

Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: August 2, 2006
TO: Division of the Commission Clerk and Administrative Services
FROM: Lee Eng Tan, Attorney, Office of the General Counsel *LT*
RE: Docket No. 060141-TL – Complaint by Karl Amsler and Sonny Stewart against BellSouth Telecommunications, Inc. for alleged improper billing.

Please place the attached signed settlement agreement sent by Nancy Sims of BellSouth Telecommunications, Inc. via email into the above-referenced docket file.

TLT/
Attachment

- CMP _____
- COM _____
- CTR _____
- ECR _____
- GCL _____
- OPC _____
- RCA _____
- SCR _____
- SGA _____
- SEC 1
- OTH _____

DOCUMENT NUMBER-DATE

06907 AUG -2 06

FPSC-COMMISSION CLERK

SETTLEMENT AGREEMENT

Customer: Karl E. Amsler ("Customer")
Account Number: 954-563-1750-332
FPSC Case Number: 607759T

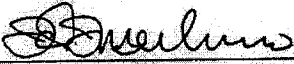
The Customer filed a complaint (the "Complaint") with the Florida Public Service Commission (the "Commission"), FPSC Case Number 607759T, questioning charges imposed by BellSouth for Customer-requested relocation of BellSouth facilities in Customer's backyard at 4051 N.E. 17th Avenue.


The parties wish to resolve the Complaint as follows: BellSouth Telecommunications, Inc. will pay to Customer the sum of \$1,100, which is a refund to Customer of a portion of the charges previously paid by Customer to BellSouth for the relocation work. BellSouth will pay said sum to Customer within 30 calendar days of receipt of a signed copy of this agreement by check payable to Customer sent to the following address: 4051 N.E. 17th Avenue, Oakland Park, FL 33334.

Customer agrees that the settlement set forth in this agreement is acceptable, resolves the Complaint, that the Complaint is hereby withdrawn and that Customer releases BellSouth from, and agrees not to in the future raise, any claims or complaints in any forum relating to the subject of the Complaint.

This agreement does not represent an admission by either party of the other party's position. This agreement is the complete agreement between the parties and supersedes any prior representations or discussions whether verbal or written.

BellSouth Telecommunications, Inc.

By: 
Name/Title: JOHN J. MERLINO
Date: JULY 24, 2006


Karl E. Amsler
Date: 17 July 2006