

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Complaint of Leon ) DOCKET NO. 940407-TL  
Plaskett against BELLSOUTH ) ORDER NO. PSC-94-0722-FOF-TL  
TELECOMMUNICATIONS, INC. d/b/a ) ISSUED: June 13, 1994  
SOUTHERN BELL TELEPHONE AND )  
TELEGRAPH COMPANY regarding )  
unpaid long distance bills. )  
\_\_\_\_\_ )

The following Commissioners participated in the disposition of this matter:

J. TERRY DEASON, Chairman  
SUSAN F. CLARK  
JULIA L. JOHNSON  
DIANE K. KIESLING

NOTICE OF PROPOSED AGENCY ACTION  
ORDER RESOLVING BILLING COMPLAINT

BY THE COMMISSION:

NOTICE IS HEREBY GIVEN by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code.

I. BACKGROUND

This case involves a billing dispute between Mr. Leon Plaskett and BellSouth Telecommunications, Inc. d/b/a Southern Bell Telephone and Telegraph Company (Southern Bell) and AT&T Communications of the Southern States, Inc. (AT&T). Southern Bell is Mr. Plaskett's serving local exchange carrier and ATT-C is his long distance carrier. Southern Bell bills for Mr. Plaskett's toll service on behalf of AT&T as well as for local service.

Mr. Leon Plaskett first called the Division of Consumer Affairs on August 23, 1993, regarding his dispute. At that time, Mr. Plaskett stated that Southern Bell indicated that he owed \$3493.19, while he alleges he owed \$1754.64. The dispute involved only toll charges. In addition, Mr. Plaskett stated that he had not received copies of his bills from April 1993 through August 1993 from Southern Bell.

DOCUMENT IDENTIFICATION

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FPSC-RECORDS/REPORTING

In the initial investigation, our Staff reviewed the file and requested additional data from Southern Bell and AT&T (the customer's long distance carrier) to verify credits issued. In addition, since Mr. Plaskett's service was due to be disconnected for non-payment, Southern Bell was asked to continue service pending further investigation of the charges. Mr. Plaskett was advised to make payments to cover his local (Southern Bell) charges since it was only his long distance charges that were in question.

Mr. Plaskett has called the Division of Communications on a weekly basis to check on this complaint. The majority of his calls to the Division were from Johns Hopkins Hospital in Baltimore, and he was unable to leave a number so that his calls could be returned.

The information requested from AT&T, Southern Bell and Mr. Plaskett was provided piecemeal between September 10, 1993 and December 6, 1993. AT&T initially stated that Mr. Plaskett was given a credit of \$1,278.95 for the time period of February 1993, through August of 1993. From the review of the information provided, it appears that Mr. Plaskett owed \$4,787.31. Based on this, Mr. Plaskett was advised that he should make an effort to pay a portion of his bill. In November, 1993 he stated that he had sent two checks, for \$1,200 and \$229.07 to Southern Bell. Southern Bell has no record of ever receiving these checks nor could Mr. Plaskett show that the checks were cashed.

It should also be noted that during this time frame, Mr. Plaskett's monthly telephone bill began to increase. September's bill was \$630.90, October's was \$715.18, November's \$1,139.63 and December's \$1,408.27. January's bill decreased to \$823.18.

Mr. Plaskett was notified of our Staff's calculation of the amount due. He stated that he had not received the bills for September through December and would not pay that amount. He was advised that he should pay at least pay \$2316.73, the amount determined as actually due to make his bill current up to September 1, 1993. Southern Bell sent a notice on December 10, 1993 notifying Mr. Plaskett of the amount due and that he should pay the \$2316.73 amount before December 17, 1993 or risk service interruption.

On December 16, 1993 Mr. Plaskett paid \$1,800.00. His service was interrupted on December 20, 1993. On December 22, 1993, Mr. Plaskett then paid the remaining balance of \$516.73 and his service was restored. On December 21, 1993, copies of the September 1993, through December 1993, bills were sent by our Staff to Mr. Plaskett

for his review. During the holidays, Mr. Plaskett called numerous times attempting to have us review his file. He continued to argue that the amount that was calculated as due through September 1, 1993, was incorrect.

During this time additional discussions were held between Mr. Plaskett, AT&T and our Staff, to determine the correct amount of credits for the February 1993 through August 1993 time period. AT&T verified that the credits had changed and that the revised credits were \$1,653.93. This includes an increase of \$394.98 from AT&T's earlier estimate.

All parties met on January 12, 1994, for an informal dispute resolution conference in accordance with Rule 26-22.032, Florida Administrative Code. Mr. Plaskett's entire file was reviewed by our staff, Southern Bell and Mr. Plaskett. Before the meeting began, Southern Bell stated that Mr. Plaskett's check in the amount of \$516.73 used to pay for the balance up through August, 1993 was returned to Southern Bell for insufficient funds. The check had been written on a closed account. This additional issue was included for consideration during the conference.

As a result of the conference Mr. Plaskett, Southern Bell and AT&T agreed to the following settlement provisions:

1. The total amount owed, including the January 1994 bill, is \$3,663.27. This includes the \$1,800 payment made in December as well as the \$516.73 returned check.
2. Mr. Plaskett agreed to pay \$2,000 by January 20, and pay the remaining \$1,663.27 by January 27, 1994. He was advised to make these payments at one of the local Southern Bell payment centers, such as at Sears. The payment was to be made in either cashier's check, money order or cash.
3. Mr. Plaskett was further advised that if these dates are not reasonable he should change them at that point. He stated that the dates were reasonable and he left them as stated previously. He was advised that if the \$3,663.27 was not received by Southern Bell on January 27, 1994, Southern Bell would send a notice of disconnect for nonpayment of telephone charges.

4. As a result of contested AT&T charges on the September through December 1993 bills, credits of \$537.30 were issued to Mr. Plaskett's account. Mr. Plaskett was advised to contact AT&T, as soon as possible, if he had any additional disputed AT&T charges on his January 1994 bill. If adjustments were warranted, the amount of the adjustments would be subtracted from his next bill (February 1994), not his January 1994 bill.
5. Based on Southern Bell records, AT&T has issued \$1,666.41 in credits which do not include any adjustments for the January bill. This number will replace the \$1,653.93 amount provided by AT&T.
6. Southern Bell agreed to waive \$316.96 of Late Payment Charges incurred from April 1993 through January 1994. This credit was included in the \$3,663.27 amount.
7. Southern Bell has credited Mr. Plaskett's account for all Ringmaster charges that were collected in error.
8. Southern Bell removed the \$20.50 Disconnect Charge assessed in September 1993, on the January 1994 bill. Southern Bell also agreed to remove the \$20.50 Disconnect Charge applied on the January 1994 bill. This charge was credited on the February 1994 bill.
9. Southern Bell agreed to remove the Returned Check Charge of \$75, which appeared on the February 1994 bill.
10. We agreed that \$503.06 of disputed charges with OAN, billing on behalf of LDDS, and Biztel would be held as contested until a decision is made on these charges. This amount was not included in the \$3,663.27.
11. Mr. Plaskett agreed to contact Sue Patton with Southern Bell at (305) 492-9893 if he had not received his telephone bill by the 10th of each month. Mr. Plaskett was advised that

Southern Bell has no way of determining whether he had received his bill and that he would be responsible for notifying Southern Bell in the event he did not receive a bill.

12. Mr. Plaskett was advised that if he had any questions or problems regarding his telephone bill or account, he was to call Sue Patton with Southern Bell, or Ann Shelfer or Steve Brown of the Commission's Staff. If none of these individuals was available, he was requested to leave a message and his call would be returned. This was to eliminate the miscommunication and misinformation between Mr. Plaskett and Southern Bell. By utilizing primary contact persons with each agency, Mr. Plaskett would receive prompt accurate response to his concerns.
13. Mr. Plaskett was advised that future payments must be timely and contain payment for all charges that are not contested. Any contested charges should be noted on his bill statement that is submitted to Southern Bell.
14. Mr. Plaskett stated that with the agreements reached above there were no other unresolved issues with Southern Bell.

On January 14, 1994, we were informed by Southern Bell that the first check of \$1,800.00, that Mr. Plaskett had issued in December, had been returned due to it being written on an account closed in October 1993.

Mr. Plaskett was notified by Southern Bell on December 10, 1993, that if his payments made were returned, his service would be interrupted. Southern Bell provided Mr. Plaskett with the standard notice regarding payments. In addition, since the check was written after the account was closed, Mr. Plaskett was well aware that this check would be returned when we conducted our informal conference. Mr. Plaskett was advised that the parties were aware of the returned \$516.00 check and dealt with that matter at the conference. Mr. Plaskett was aware (or should have been) that these two payments were made with checks on the same account, which was closed in October 1993 prior to the time either check was written.

On January 18, 1994, our Staff sent Mr. Plaskett a letter by both regular and certified mail, notifying him that since he failed to mention that the \$1,800.00 check would also be returned, the terms of the conference settlement must be revised. We advised him that the amount due on January 20, 1994, would now be \$3,800.00, the originally agreed upon \$2,000 plus \$1,800 for the returned check. He was notified that if payment was not received on or before January 20, 1994, his service would be interrupted. Mr. Plaskett made no payment on January 20, 1994, and his service was interrupted on January 21, 1994.

We acknowledge that this latest service interruption was upon relatively short notice. However, Mr. Plaskett had already been notified by Southern Bell as to the consequences of a returned check. In addition, Mr. Plaskett had agreed to make a payment of \$2,000.00 on January 20, 1994. Southern Bell received no payment on this date and therefore interrupted service appropriately.

Mr. Plaskett called the Commission on January 24, 1994, and complained about the interruption of service and stated that he had not received the notification. We informed him of the basis of our decision, and he stated that he would like a formal hearing. On February 11, 1994, Mr. Plaskett sent a written request for hearing. In accordance with Rule 25-22.032, this Order addresses Mr. Plaskett's request for a formal determination regarding his billing dispute.

## II. DECISION

Mr. Plaskett's initial complaint was that Southern Bell had improperly applied credits or had not applied credits from AT&T and other interexchange carriers on his bill. There appears to have been some validity to this complaint. Our Staff initially attempted to mediate a settlement of this complaint through phone conversations and correspondence, but in December 1993, it became apparent that an informal settlement conference would be the best means to resolve this matter.

At the January 12, 1994, informal conference all parties agreed that the outstanding balance due was \$3,636.22. This assumed the previously noted \$1,800.00 check was bona fide. On January 14, 1994, Southern Bell received notice that this check would not be honored. Therefore, before the charges for January were added, Mr. Plaskett's outstanding balance was 5,436.22, the agreed upon \$3,636.22 and the \$1,800.00. It should be noted that this amount does not include the \$503.06 amount for disputed charges with other interexchange carriers.



Mr. Plaskett incurred an additional \$510.21 in January 1994. When this total is added to the outstanding balance of January 1, 1994, the total amount due, excluding the contested charges and additional AT&T credits, is \$5,946.43.

Mr. Plaskett alleges that his own calculations show that only \$4,505.93 is due, excluding the charges from January 1 through 21, 1994. Mr. Plaskett's calculations with no adjustments made for calls in January, 1994 reflect an outstanding balance of \$4,736.86, not including the \$503.06 for disputed charges with other interexchange carriers. The difference between our Staff's calculations and Mr. Plaskett's is \$1209.57. A review of Mr. Plaskett's calculations shows the source of the discrepancy is that he applied AT&T credits twice.

Southern Bell's final bill reflects an outstanding balance of \$6,791.23. This differs from our calculations final calculations due to our applying additional credits of \$341.74 for AT&T and the \$503.06 for disputed charges with other interexchange carriers. When these items are included the amount due is \$5946.43, which matches our calculations.

From our review of the information before us we find that the correct amount owed by Mr. Plaskett from February 1993 to January 1994 is \$5946.43. It appears that Mr. Plaskett has been given ample opportunity to resolve this situation, and on each occasion he failed to make a scheduled payment or raised additional issues. In addition, he was advised on numerous occasions to make some sort of valid payment and service would be continued. Mr. Plaskett failed to make these payments. We find that he knowingly failed to mention at the January 12, 1994, informal conference that the \$1,800.00 would not be honored.

Mr. Plaskett is currently without service. In order to have his service restored, we find that Mr. Plaskett must pay \$5,946.43 to Southern Bell. Further, Mr. Plaskett will be required to provide any deposit deemed appropriate within the terms of Rule 25-4.109, Florida Administrative Code, prior to reestablishment of service. Finally, in view of Mr. Plaskett's proclivity to attempt payment with worthless checks, we find that any tender of payment by Mr. Plaskett to Southern Bell to fulfill the existing debt or to reestablish service must be made in either cashier's check, money order or cash.

ORDER NO. PSC-94-0722-FOF-TL  
DOCKET NO. 940407-TL  
PAGE 8

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the correct amount owed by Mr. Leon Plaskett to BellSouth Telecommunications, Inc. d/b/a Southern Bell Telephone and Telegraph Company for past service is \$5946.43. It is further

ORDERED that any tender of payment submitted by Mr. Plaskett to Southern Bell to fulfill his outstanding debt or to reestablish service must be in the form of Cashier's check, money order or cash. It is further

ORDERED that Mr. Plaskett will be required to provide any deposit deemed appropriate within the terms of Rule 25-4.109, Florida Administrative Code, prior to reestablishment of service. It is further

ORDERED that, unless a person whose substantial interests are affected by the action proposed herein files an appropriate petition in accordance with the requirements in the Notice of Father Proceedings or Judicial Review set forth below, this docket shall be closed.

By ORDER of the Florida Public Service Commission, this 13th day of June, 1994.

  
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BLANCA S. BAYO, Director  
Division of Records and Reporting

( S E A L )

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NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.59(4), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

The action proposed herein is preliminary in nature and will not become effective or final, except as provided by Rule 25-22.029, Florida Administrative Code. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, as provided by Rule 25-22.029(4), Florida Administrative Code, in the form provided by Rule 25-22.036(7)(a) and (f), Florida Administrative Code. This petition must be received by the Director, Division of Records and Reporting at his office at 101 East Gaines Street, Tallahassee, Florida 32399-0870, by the close of business on July 5, 1994.

In the absence of such a petition, this order shall become effective on the day subsequent to the above date as provided by Rule 25-22.029(6), Florida Administrative Code.

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

If this order becomes final and effective on the date described above, any party adversely affected may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or by the First District Court of Appeal in the case of a water or wastewater utility by filing a notice of appeal with the Director, Division of Records and Reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days of the effective date of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.