

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition to Approve) DOCKET NO. 941097-TL
Certain Provisions of Settlement) ORDER NO. PSC-94-1555-AS-TL
Agreement in Linda Davis, David) ISSUED: December 13, 1994
Efron, et al., and State of)
Florida ex rel Robert A.)
Butterworth, individually and on)
behalf of all others similarly)
situated vs. Southern Bell)
Telephone and Telegraph Company)
by BellSouth Telecommunications,)
Inc. d/b/a Southern Bell)
Telephone and Telegraph Company)

The following Commissioners participated in the disposition of this matter:

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

ORDER APPROVING CERTAIN PORTIONS OF SETTLEMENT AGREEMENT

BY THE COMMISSION:

A class action was brought against Southern Bell in 1989, in the United States District Court for the Southern District of Florida, Linda Davis, David Efron, et al., and State of Florida, ex rel Robert A. Butterworth, Individually and on behalf of all others similarly situated vs Southern Bell Telephone and Telegraph Company. (Case No. 89-2839-Civ-Nesbitt).

The Plaintiffs were subscribers to Southern Bell's inside wire maintenance service plans (IWMS). The Attorney General for the State of Florida, Robert A. Butterworth, Jr., intervened in the litigation on behalf of the State and as an additional class representative. The Consolidated Second Amended Complaint by the Plaintiffs alleged certain improprieties in the sale and marketing of Southern Bell's unregulated IWMS Plans and various tariffed optional services. Southern Bell denied the allegations and defended the lawsuit.

DOCUMENT NUMBER-DATE

12495 DEC 13 94

FPSC-RECORDS/REPORTING

On September 27, 1994, Southern Bell, the Attorney General, and the named Plaintiffs reached an agreement (The Class Action and Global Settlement Agreement, hereinafter referred to as the "Settlement Agreement") settling all issues in the case. The Settlement Agreement resolves any and all assertions and claims regarding the marketing and promotion of all of Southern Bell's optional services, including IWMS Plans, made or that could have been made by the Plaintiffs.

On October 17, 1994, BellSouth Telecommunications, Inc. d/b/a Southern Bell Telephone and Telegraph Company filed with this Commission a Petition to Approve certain Provisions of the Settlement Agreement in Linda Davis et al., vs. Southern Bell Telephone and Telegraph Company. The petition requests Commission approval of the Settlement Agreement's provisions for credits to be applied to certain of the regulated services subscribed to by Southern Bell's subscribers who are also Class Members. The Settlement Agreement is included in this Order as "Attachment A".

Preliminary approval and a stay of further action has been given to the Settlement Agreement by the Honorable Lenore Nesbitt, United States District Court Judge for the Southern District of Florida, pending this Commission's review. Upon receipt of the Commission approval for the method the credits will be applied against regulated telecommunications services, the Court will conduct a final approval hearing on the fairness of the Settlement Agreement where all interested parties may appear.

The Settlement Agreement provides benefits to Residence 1-Party Flat, Residence Message, Residence Standard Measured, Residence Low Use Measured, Business 1-Party Flat, Business Standard Measured, or Business Message Lines. The benefits are for "small business subscribers", i.e., businesses with lines not utilizing trunks, coin lines (public and semi-public), ESSX, Centrex, or other similar systems and/or terminating in a key or communications system.

Those subscribers identified in the preceding paragraph are eligible for the credit:

- 1) who are Southern Bell subscribers as of the date of the Court's final approval of the Settlement;
- 2) who were purchasing from Southern Bell in Florida any optional telephone service; and,
- 3) who have not received a refund to IWMS Plan or other optional services in excess of \$15.00 after January 1, 1990.

Under the terms of the Settlement each eligible customer who subscribed to an IWMS Plan from Southern Bell on June 1, 1994, may complete and return a Claims and Benefits Application to elect either:

- 1) a \$43.50 credit on the subscription of more than one additional optional service (Attachment B, Option A*) or,
- 2) a \$24.00 credit on the subscription of a single new optional service (Attachment B, Option B*) or,
- 3) a \$0.90 credit for 24 months on the cost of the subscriber's IWMS Plan (Attachment B, Option C).

Eligible customers who subscribed to optional services other than IWMS Plans may elect either:

- 1) a credit of \$43.50 on the subscription of more than one additional optional service (Attachment B, Option A*) or
- 2) a credit of \$24.00 on the subscription of a single new optional service (Attachment B, Option B*).

* Service connection and installation charges are also applicable as enumerated on Attachment B.

Alternatively, an eligible customer who subscribed to an IWMS Plan on June 1, 1994, and no longer wishes said plan, may cancel the IWMS Plan and request a \$0.90 monthly credit for 24 months be applied as a credit on any optional service currently on the subscriber's line(s) (Attachment C). Subscribers having no optional service on their line would not qualify for a credit.

While Southern Bell is requesting Commission approval of the credits described above, the credits will not have any adverse effect on the regulated operations of the Company in Florida. All expenses, including the customer credits discussed, will be charged to the deregulated operations, thereby not affecting Southern Bell's regulated earnings. To the extent subscribers use the credits to subscribe to new optional services, all revenues generated from those services will be booked above the line in their normal accounts. Therefore, the settlement will have no adverse revenue effect upon the Company's ratepayers.

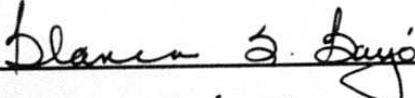
Based on the foregoing we find that the Settlement Agreement appears to be reasonable and, to the extent requested, is hereby approved.

In consideration of the foregoing, it is

ORDERED by the Florida Public Service Commission that the Petition to Approve Certain Provisions of Settlement Agreement in Linda Davis, David Efron, et al., and State of Florida ex rel Robert A. Butterworth, individually and on behalf of all others similarly situated vs. Southern Bell Telephone and Telegraph Company filed by BellSouth Telecommunications, Inc. d/b/a Southern Bell Telephone and Telegraph Company Telephone Company is hereby approved. It is further

ORDERED that this docket shall be closed.

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



BLANCA S. BAYÓ, Director
Division of Records and Reporting

(S E A L)

RVE

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.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida

ORDER NO. PSC-94-1555-AS-TL
DOCKET NO. 941097-TL
PAGE 5

Administrative Code; or 2) judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/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 after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Civil Procedure. The notice of appeal must be in the form specified in aRule 9.900 (a), Florida Rules of Appellate Procedure.

CLASS ACTION AND GLOBAL SETTLEMENT AGREEMENT

This Class Action and Global Settlement Agreement (hereinafter the "Settlement Agreement") is entered into between (1) BellSouth Telecommunications, Inc., successor to Southern Bell Telephone and Telegraph Company, on behalf of itself, its parent, subsidiaries, officers, directors, employees, agents, heirs, predecessors, successors and assigns (hereinafter "Southern Bell"); (2) Linda Davis, David Efron, Linda Martens, and Genevieve Williams, individually and on behalf of the settlement class to be certified in Case No. 89-2839 CIV NESBITT, as more fully described herein, their heirs, successors and assigns (collectively hereinafter referred to as the "Plaintiffs"); (3) counsel of record for the named Plaintiffs, the State of Florida, and Settlement Class Members, namely, Bailey, Hunt & Jones; Thomson, Muraro, Razook & Hart; Powell, Goldstein, Frazer & Murphy; and Fine, Kaplan & Black (hereinafter collectively referred to as "Plaintiffs' counsel"); (4) the State of Florida, individually by and through its Attorney General, Robert A. Butterworth, for its departments, agencies and units of government, except that nothing in this Agreement shall be deemed to bind the Office of Statewide Prosecution (collectively hereinafter referred to as the "Attorney General"), and on behalf of the settlement class to be certified in Case No. 89-2839 CIV-NESBITT; and (5) all members of the settlement class, as set forth herein, this ___ day of September, 1994, in Miami, Dade County, Florida. Throughout the Settlement Agreement, "Southern Bell," "Plaintiffs," the members of the settlement class, (the "Settlement

Class"), and the "Attorney General," as defined above, may be referred to collectively as the "Parties."

WHEREAS, there is currently pending in the United States District Court for the Southern District of Florida ("the Court") litigation styled Linda Davis et al. and the State of Florida vs. Southern Bell Telephone and Telegraph Company, Case No. 89-2839 CIV-NESBITT (the "Action"), in which Plaintiffs and the Attorney General have alleged, among other things, certain claims pursuant to federal and state law regarding Southern Bell's unbundling, detariffing, pricing, marketing and other acts and practices related to its inside wire maintenance services; and

WHEREAS, the Plaintiffs and the Attorney General have investigated Southern Bell's optional services sales, marketing and other acts and practices; and

WHEREAS, Southern Bell has denied the allegations of the First Amended Complaint and any wrongdoing in connection with the unbundling, detariffing, pricing, and marketing and other acts and practices occurring in connection with its inside wire maintenance services or other optional services; and

WHEREAS, the Plaintiffs and the Attorney General have conducted discovery regarding the alleged misconduct regarding the sale of optional services as well as other acts and practices,

including, but not limited to inside wire maintenance service by Southern Bell to its customers; and

WHEREAS, the Parties wish to amicably end and bring to rest the protracted litigation, disputes and claims between them in their mutual interests; and

FURTHER recognizing that by this Settlement Agreement, Southern Bell does not admit to any wrongdoing or improper conduct of any nature alleged in the First Amended Complaint or the Consolidated Second Amended Complaint, Public Service Commission dockets, or in any other forum;

NOW THEREFORE, in consideration of the mutual promises, agreements and covenants contained herein, the sufficiency and receipt of which is hereby acknowledged,

IT IS HEREBY AGREED BY THE PARTIES THAT:

1. Due to the global nature of the Settlement Agreement, the Florida Public Service Commission may be requested by Southern Bell to approve certain aspects of the Settlement Agreement. The Settlement Agreement in its entirety is expressly conditioned upon all approvals, opinions, orders, acts or conduct of the Florida Public Service Commission related to the issues identified in Paragraph 3 herein. Southern Bell, will have the sole discretion

to seek the approvals described in Paragraph 3 herein, or to waive PSC approval of all or any of them.

2. Upon execution of the Settlement Agreement, the Parties shall immediately notify the Court of the existence of the Settlement Agreement, and request by the joint written stipulation attached hereto as Exhibit A that the Court enter the order attached hereto as Exhibit B preliminarily approving the Settlement Agreement and staying the Action pending submission of issues to the Florida Public Service Commission should Southern Bell determine that Florida Public Service Commission action is desired, required or appropriate. Southern Bell will seek the approvals contemplated herein from the Florida Public Service Commission no later than 14 days from the date of the Court's preliminary approval of the Settlement Agreement.

3. If requested by Southern Bell, representatives of the Plaintiffs and the Attorney General will join Southern Bell in petitioning the Florida Public Service Commission to obtain a Florida Public Service Commission Order, Opinion or Approval permitting Southern Bell to provide credits for tariffed optional services to customers as contemplated herein at Paragraph 10. If all necessary approvals are not obtained from the Florida Public Service Commission within ninety (90) days of the date approval is sought, the Plaintiffs may withdraw from the Settlement, except as

provided in Paragraph 10(E) hereof, by giving thirty (30) days notice to Southern Bell.

4. Neither the Plaintiffs nor the Attorney General shall intervene or participate in any Florida Public Service Commission proceeding, except as specifically required herein, regarding the allegations which form the basis for the Consolidated Second Amended Complaint.

5. Upon, and only after, obtaining all Florida Public Service Commission approvals required by Southern Bell, except as provided in Paragraph 10(E) hereof, the Parties shall apply to the Court within five (5) days of such approval by joint written stipulation for an order in the form attached hereto as Exhibit C (the "Order"):

- A. Conditionally certifying the class set forth in Paragraph 8 of this Settlement Agreement solely for the purposes of the Settlement, pursuant to Federal Rule of Civil Procedure 23(a), 23(b)(2), and 23(b)(3);
- B. Providing that the named plaintiffs and the Florida Attorney General, Robert A. Butterworth, shall serve as the representative Parties of the conditionally certified class;

- C. Directing that the entire settlement class will be notified of the terms of the proposed Settlement by the Notice of Conditional Class Certification and Proposed Settlement (the "Notice") attached hereto as Exhibit D to be mailed to Settlement Class Members in Southern Bell's monthly billing envelope during a regular billing cycle commencing on the first day of the second calendar month following the month during which the Order Conditionally Certifying Class For Settlement Purposes and Setting Hearing For Final Settlement Approval is entered;
- D. Setting a hearing (the "Approval Hearing"), no earlier than 55 days after all Settlement Class Members have been mailed the Notice, to among other things:
- i. review and determine the merits of any objections to the Settlement;
 - ii. determine whether to approve the Settlement Agreement pursuant to Federal Rule of Civil Procedure 23(e) as fair, reasonable, adequate and in the best interests of the class and authorizing all acts necessary to consummate and effectuate the terms and conditions of this Settlement Agreement;

- iii. determine whether the Court should enter an Order Approving Settlement in the current action pending before the Court, substantially in the form attached hereto as Exhibit E;
 - iv. determine whether the Court should enter a Final Judgment dismissing the current action pending before the Court with prejudice and approving the Agreement of the Parties that Plaintiffs' counsel attorneys' fees and costs shall be determined by an Arbitrator as set forth in the Arbitration Agreement signed by the Parties contemporaneous herewith;
 - v. determine such other matters as the Court may deem necessary and appropriate;
- E. Directing that beginning no later than sixty (60) days after the Court enters an Order approving the Settlement Agreement, the Settlement Claims and Benefits Descriptions ("Claims and Benefits Description") and Settlement Claims and Benefits Applications ("Claims and Benefits Application") shall be sent by third class mail by Southern Bell to each potentially eligible class member over a period not to exceed one month.

6. Upon, and only after, the Approval Hearing and issuance of the Order Approving Settlement, shall the Plaintiffs file the "Consolidated Second Amended Complaint" attached hereto as Exhibit F. The Consolidated Second Amended Complaint shall encompass all allegations regarding inside wire maintenance service, optional services, and any other alleged conduct of Southern Bell known to the Plaintiffs, Plaintiffs' counsel, and the Attorney General which could form the basis for civil, criminal, grand jury, regulatory, or administrative proceedings. The Plaintiffs and the Attorney General hereby represent that all information known to them as of the date of this Settlement Agreement which can form the basis for a cause of action or claim against Southern Bell is contained in the Consolidated Second Amended Complaint, and subject to its dismissal with prejudice as contemplated herein. Southern Bell shall answer the Consolidated Second Amended Complaint denying its allegations as Southern Bell deems appropriate. Southern Bell shall then submit to the Court the Final Judgment in this Action attached hereto as Exhibit G for entry by the Court.

7. The Attorney General (not including the Office of Statewide Prosecution) and Plaintiffs shall not institute, refer, investigate or pursue any civil, criminal, grand jury, regulatory or administrative proceedings against Southern Bell, its parent, subsidiary or affiliated companies, predecessors or successors, or their officers, directors, or employees, based on the allegations of the Consolidated Second Amended Complaint that will be filed as

called for herein. The Plaintiffs, Plaintiffs' counsel, and the Attorney General hereby represent that all information known to them as of the date of this Settlement Agreement which can form the basis for a cause of action or claim against Southern Bell is contained in the Consolidated Second Amended Complaint.

8. The class that shall be conditionally certified pursuant to Federal Rule of Civil Procedure 23, for settlement purposes only, shall consist of all Southern Bell Florida residential and small business subscribers as of the date this Settlement is approved by the Court, as provided herein, who subscribed to an inside wire maintenance service plan or another optional service, on June 1, 1994, excluding however, all subscribers who have received a refund in excess of \$15.00 from Southern Bell since January 1, 1990, related to an inside wire maintenance service plan or any optional service. This exclusion shall not include Settlement Class Members who have received refunds arising from having been inadvertently billed and paid more than once for the same coverage under an inside wire maintenance plan or another optional service. All Settlement Class Members shall have at least one of the following lines: Residence 1-Party Flat, Residence Message, Residence Standard Measured, Residential Low Use Measured, Business 1-Party Flat, Business Standard Measured, or Business Message Lines. Southern Bell represents that the above lines compose the universe of Southern Bell's business and residence lines on which an inside wire maintenance plan may be purchased.

"Small business subscriber" means throughout the Settlement Agreement a business with one of the lines in this universe. Small business subscribers, generally, are businesses with lines not utilizing trunks, coin lines (public and semi-public), BSSZX, Centrex, or other similar systems and/or terminating in a key or communications system.

9. Members of the settlement class shall only receive from the Parties and Plaintiffs' counsel, and persons under their authority, direction, or control, information about the Action, Settlement, and Settlement Agreement which has been approved by the Court. The Parties, counsel for Parties, and all agents and employees thereof, shall not communicate information about the Action nor the Settlement, nor encourage other persons to communicate, directly or indirectly with the class or eligible Settlement Class Members, including but not limited to making statements to the press or broadcast media, through written, oral, media or other communication device, vehicle or method unless such communication is required by law, presented in writing to the Parties for comment prior to submission to the Court for approval, and submitted to and specifically approved by the Court in advance of dissemination or publication; except that upon preliminary approval of the Settlement Agreement by the Court, the Attorney General, or the Deputy Attorney General, and Southern Bell may issue statements relating to the terms of the Settlement Agreement. In no event, shall such statements be issued subsequent to ten (10)

days following preliminary approval by the Court of the Settlement Agreement. The Parties' statements shall be factual and guided by the principles of S.D. Fla. L.R. 23.1(B). However, counsel for the Settlement Class may respond to written questions sent to them by Settlement Class Members. Counsel for the Settlement Class shall promptly file with the Court all written questions received from Settlement Class Members and the responses thereto. These materials may be reviewed by counsel for Southern Bell.

10. No later than sixty (60) days after the approval of this Settlement by the Court, Southern Bell shall send Settlement Class Members, over a period not to exceed thirty (30) days and utilizing third class mail, the Settlement Claims and Benefits Description and the Claims and Benefits Application, attached hereto as Exhibit H, which informs the class of the following:

- A. All Southern Bell residential and small business inside wire maintenance service plan customers in the State of Florida as of June 1, 1994, and who remained Southern Bell subscribers as of the date of final approval of the Settlement Agreement may complete a Settlement Claims and Benefits Application and return it to Southern Bell electing one of the three following options: A) a \$43.50 credit (part of which will be applied to applicable connection fees) to be applied to any two or more new optional services so long as one of the newly selected

services is in a group of optional services specifically designated by Southern Bell for the \$43.50 enhanced credit; B) a \$24.00 credit (part of which will be applied to applicable connection fees) to be applied to any one new optional service or C) a \$0.90 reduction in their inside wire maintenance service plan monthly charge for 24 months (\$21.60).

- B. Each Southern Bell customer selecting Option C on the Claims and Benefits Application must certify on the Application, among other things, that the customer subscribed on June 1, 1994, to an inside wire maintenance service plan offered by Southern Bell in Florida, and that the subscriber had not received a refund in excess of \$15.00 from Southern Bell after January 1, 1990, related to an inside wire maintenance service plan or another optional service. This exclusion shall not include Settlement Class Members who have received refunds arising from having been billed and paid more than once for the same coverage under an inside wire maintenance service plan or another optional service.
- C. All residential and small business Southern Bell optional service customers, including inside wire maintenance service plan customers, as of June 1, 1994, and who remained Southern Bell subscribers as of the date of

final approval of the Settlement Agreement, may complete a Claims and Benefits Application and return it to Southern Bell electing one of the two following options: 1) a \$43.50 credit (part of which will be applied to applicable connection fees) to be applied to any two or more new optional services so long as one of the newly selected services is in a group of optional services specifically designated by Southern Bell for the \$43.50 enhanced credit, or (2) a \$24.00 credit (part of which will be applied to applicable connection fees) to be applied to one new optional service.

- D. Each Southern Bell customer selecting Options A or B on the Claims and Benefits Application must certify on the Application, among other things, that the customer subscribed on June 1, 1994, to an inside wire maintenance service plan or other optional service offered by Southern Bell in Florida and that the subscriber had not received a refund in excess of \$15.00 from Southern Bell after January 1, 1990 related to an inside wire maintenance service plan or another optional service. This exclusion shall not include Settlement Class Members who have received refunds arising from having been billed and paid more than once for the same coverage under an inside wire maintenance plan or another optional service.

E. If a member of the class who is a subscriber to an inside wire maintenance service plan decides to terminate the inside wire maintenance service plan within the time period for Claims and Benefits Applications to be submitted to Southern Bell, the \$0.90/monthly reduction that the class member is entitled to may be applied to any other optional service, that the subscriber currently subscribes to, so long as the subscriber completes the Claims and Benefits Application form and the inside wire maintenance plan termination form letter requesting termination of the inside wire maintenance service and transfer of the \$0.90/monthly reduction to another optional service. The transfer of such reduction to another optional service will only be permitted if approved by the Florida Public Service Commission as required herein. Should the Florida Public Service Commission not approve the transfer of the \$.90 credit to tariffed optional services as reflected in Paragraph 3(C) herein, or fail to act within ninety (90) days of the filing of the petition or application to the Florida Public Service Commission for this approval, unless the period of approval is extended by Plaintiffs' counsel, for any period not to extend beyond thirty (30) days prior to the mailing of the Claims and Benefit Applications, the \$.90/month credit will only be applicable to an inside wire maintenance service plan and

not transferable to another optional service. Should this occur, the Claims and Benefit Application materials will be adjusted by deleting references to such transfer.

F. Any class member who receives any Settlement benefit as described above will lose such benefit if the subscriber changes phone numbers or access lines within Southern Bell's service area, but fails to notify Southern Bell in legible writing:

- i. Identifying the subscriber;
- ii. Identifying the address at which they received the benefit;
- iii. Identifying the account number at which the subscriber received the benefit;
- iv. Enclosing a Southern Bell Billing Statement reflecting the benefit received;
- v. Identifying the new telephone number;
- vi. Verifying that the subscriber is the same subscriber who previously received the benefit or, in the alternative identifying a valid

reason for changing the name of the subscriber such as marriage, adoption, divorce or death of a spouse;

- vii. Identifying the new address;
- viii. Signing the service benefit transfer request.

A notice to all Settlement Class Members of this requirement, in the form attached hereto in Exhibit H, will be included with the Claims and Benefits Description and Application sent to Settlement Class Members.

- G. Southern Bell subscribers (Settlement Class Members) who receive benefits under the Settlement Agreement, but who move out of Southern Bell's Florida service territory shall forfeit all benefits without any remaining obligation or duty on behalf of Southern Bell to such class member under this Settlement Agreement.
- H. Each settlement class member who wishes to obtain settlement benefits must return a fully completed Claims and Benefits Application by the date specified on the Claims and Benefit Application that is ninety (90) days after the start of the mailing of the Claims and Benefits Applications. The Claims and Benefits Applications shall have the class member's name, address and account number

pre-printed on it. An addressed envelope shall be provided to Settlement Class Members for return of the completed Claims and Benefits Applications to the address indicated.

- I. Should a Claims and Benefits Application be returned to Southern Bell rather than to the address specified on the Claims and Benefits Application and on the return envelope, Southern Bell shall make reasonable efforts to locate and forward for processing such misdirected Claims and Benefits Applications sent to Southern Bell; however, Southern Bell shall not be liable for any errors, mistakes, defects, delays or loss of any Claims and Benefits Applications misdirected to Southern Bell.
- J. Each settlement class member who wishes to obtain Settlement benefits must return to Southern Bell a fully completed Claims and Benefits Application indicating their selection of either the \$43.50 or \$24.00 of new optional services or the \$0.90 monthly reduction in their inside wire maintenance service plan charge.
- K. Southern Bell shall establish and maintain a toll free 1-800 phone number which the Settlement Class Members may call for information during the Claims and Benefits Application return period. The toll free phone number

shall be automated and provide recorded information to assist Settlement Class Members. The automated message available on the toll free number shall be agreeable to all Parties. Southern Bell shall provide the text of such recorded information to Plaintiffs' counsel and the Attorney General thirty (30) days prior to implementation. Any disagreement among the Parties about the automated pre-recorded information shall be resolved by the Mediator, Benjamin Civiletti, Esq. The Parties will be bound by the decision of the Mediator. The Parties shall equally share the Mediator's charges arising from resolution of the dispute.

- L. Settlement Claims and Benefits Applications and benefits are not transferable from one subscriber to another subscriber, unless the name of the subscriber changes for a valid reason such as marriage, adoption, divorce or death.

- M. The applicable terms and conditions of the inside wire maintenance service plans as set forth in Exhibit I shall be binding on all Settlement Class Members henceforth who continue to purchase these optional services from Southern Bell. Such terms and conditions shall include notification that Southern Bell may change or modify the terms and conditions of the inside wire maintenance

service plans on thirty (30) days written notice appearing in the customer's monthly bill on a colored separate sheet of paper in the billing envelope. Any inside wire maintenance service plan price increase notices shall be in the form set forth in Exhibit J, attached hereto.

- N. Each eligible class member shall be allowed to complete only one Claims and Benefits Application for each current access line regardless of how many phone numbers or addresses are maintained by the customer.
- O. The Settlement Claims and Benefits materials shall appear in the 3rd class envelope in the following order:
- a. Settlement Claims and Benefits Description;
 - b. Settlement Claims and Benefits Application with Attachments 1, 2 and 3;
 - c. The "Retain This Document" page;
 - d. The Restated Inside Wire Maintenance Plan Terms and Conditions (if included by Southern Bell);
 - e. An addressed return envelope.
- P. The Class Notice, the Claims and Benefits Description, the Claims and Benefits Application, their attachments, and the "Retain This Document" page shall be sent in

English and Spanish to Settlement Class Members in Dade and Monroe Counties.

11. In its discretion, Southern Bell may designate third party administrators to handle all or part of the printing, mailing, and processing of the Claims and Benefits Description and Claims and Benefits Application and the return of the Claims and Benefits Application.

12. Southern Bell, or its third party administrators, shall disqualify any potentially eligible class member who does not meet the criteria for eligibility to receive Settlement benefits as described herein. Claims and Benefits Applications that are not correctly completed shall be invalid. Plaintiffs or their representatives will be provided access to all invalidated claims applications. Such access shall be subsequent to the Claims and Benefits Application process. Review or other action taken with respect to such invalidated Claims and Benefit Applications shall be at the sole expense of the Plaintiffs and the Attorney General. Southern Bell shall retain for inspection by Plaintiffs' counsel and the Attorney General all invalidated Claims and Benefit Application forms for sixty (60) days after the last day for implementation of the benefit program as provided in Paragraph 14 hereof. Plaintiffs and the Attorney General may challenge any invalid Claims and Benefit Applications. If, after good faith negotiations, the Parties continue to disagree, the dispute may be

submitted to Benjamin R. Civiletti for final resolution. The Parties shall pay Mr. Civiletti's costs and fees in equal amounts.

13. Southern Bell shall have the right to institute security measures to avoid duplication of benefits and to discourage abuse. Southern Bell shall disclose to Plaintiffs' counsel and the Attorney General all such security measures ten (10) days prior to implementation. Plaintiffs and the Attorney General may object to any security measures proposed for implementation by Southern Bell. If, after good faith negotiations, the Parties continue to disagree, the objections may be submitted to Benjamin R. Civiletti for final resolution. The Parties shall pay in equal amounts Mr. Civiletti's fees and costs.

14. Southern Bell shall have ninety (90) days from the last day when Claims and Benefits Applications are required to be returned to Southern Bell to implement the Settlement benefits described herein. Should logistical or administrative problems arise, Southern Bell shall have the right to petition the Court for additional time to implement the Settlement benefits.

15. Southern Bell shall not be liable for any further claims, costs, damages, attorneys fees (except as determined under the Arbitration Agreement) or any other thing of value regarding the

allegations forming the basis of the Consolidated Second Amended Complaint regardless of the response or lack thereof of all Settlement Class Members to the Settlement.

16. There shall be no escheat to the state, refund, or payment with respect to Claims and Benefits Applications not completed or returned by Settlement Class Members eligible to obtain benefits available under this Settlement Agreement.

17. All obligations of Southern Bell to provide benefits under this Settlement Agreement shall expire the earliest of two (2) years from the date of the implementation of each subscriber's Settlement benefits as described in Paragraph 14 above, or two (2) years and six (6) months after the completion of implementation of Settlement benefits as described in Paragraph 14 above;

18. The Parties shall cooperate fully with each other, and shall use their best efforts, to obtain Court approval of this Settlement Agreement and all of its terms.

19. Immediately upon, and only after, the Court's approval of the Settlement Agreement becomes final, the Plaintiffs and Attorney General, for themselves and Settlement Class Members, shall deliver to Southern Bell, and Southern Bell shall deliver to the Plaintiffs, the general releases attached hereto as Exhibits K and L, respectively, which shall, to the fullest extent legally

possible, in accord with Fed. R. Civ.P. 23, release, remise, acquit, satisfy, and forever discharge the other of and from all, and all manner of action (civil and criminal) and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, known, whether or not damages are now accrued or ascertainable which they ever had, now have, or which any personal representative, successor, heir or assign of any party, hereafter can, shall or may have, against the other arising from the allegations contained in the Consolidated Second Amended Complaint, as of the date of the Settlement Agreement. The releases given to Southern Bell shall include the parent, subsidiaries, predecessors, successors, officers, directors, employees and agents of Southern Bell.

20. The Plaintiffs, the Attorney General, and Southern Bell agree to the entry of a Final Judgment in this Action dismissing with prejudice all claims and counterclaims of the Consolidated Second Amended Complaint pending before the Court.

21. The Attorney General, Plaintiffs and Settlement Class Members agree that price increases for the inside wire maintenance service plans do not violate Section 817.067, Florida Statutes, so

long as the price increases are accomplished by the method provided in Paragraph 22 of this Settlement Agreement.

22. The Attorney General, Plaintiffs and Settlement Class Members shall have no cause of action based on the adequacy of notice or disclosure of any inside wire maintenance service plan price change, providing Southern Bell gives thirty (30) days written notice of the intended price change in the customer's prior month's billing envelope on a separate sheet of colored paper in the Form attached hereto as Exhibit J. Southern Bell will make a good faith effort to make a price increase notice the first insert in the monthly envelope following the bill pages. Southern Bell does not guarantee such placement. Misplacement will not invalidate the price increase.

23. This Settlement Agreement shall not be used in any legal, regulatory, equity or administrative proceedings, or other forum of any nature, as evidence of any stipulation or agreement as to the correct or legal method to modify contracts with a customer; except as provided herein.

24. Southern Bell agrees to restate the terms and conditions of its inside wire maintenance service plans (the "restated contract") attached hereto as Exhibit I. The Plaintiffs and the Attorney General agree, to the extent permitted by law, that: (1) the restated contracts can be provided to the Settlement Class

Members during the settlement process; (2) the restated contracts do not require re-enrollment into the inside wire maintenance service plans and are accepted by the Settlement Class Members, unless otherwise cancelled by a settlement class member; and (3) no action will lie for the restated contract terms, conditions, or limitations, nor will such restated contract terms, conditions, or limitations give rise to any cause of action for misrepresentation or other cause of action. The restated inside wire maintenance service plan contracts shall be provided on colored paper to subscribers with the Settlement Claims and Benefits materials or in a monthly billing envelope within three months of the Court's final approval of the Settlement Agreement. Plaintiffs, Settlement Class Members and the Attorney General agree that Southern Bell's restated inside wire maintenance service contracts with Settlement Class Members are valid as against claims arising from the factual allegations set forth in the Consolidated Second Amended Complaint. It is the intent of this Settlement Agreement that all claims alleging the invalidity of Southern Bell's inside wire maintenance and other optional service contracts as set forth in the Consolidated Second Amended Complaint shall forever be barred. Except for the benefits provided for herein, nothing in this Settlement Agreement or any exhibit referred to herein shall relieve Southern Bell's subscribers for inside wire maintenance and other optional services from paying for services previously received or to be received. If, for any reason, this settlement fails to become final, neither this paragraph nor any other portion

of this Agreement shall serve as an admission or as evidence of an admission as to any claim or defense.

25. The Parties shall submit to binding Arbitration the issue of what amount counsel for the class should be awarded for attorneys' fees and costs. The Court shall have jurisdiction to enter a judgment on any award entered by the Arbitrator. The Notice of Class Settlement shall include a statement that Southern Bell has agreed to be responsible for any costs and attorneys' fees awarded by the Arbitrator, and that such fees and costs shall not be deducted from the recovery by the class. Fees awarded by the Arbitrator shall be in lieu of any fees which class counsel might otherwise be entitled to from the class.

26. Southern Bell agrees not to raise the price of its inside wire maintenance service plans before January 1, 1995.

27. Any future Florida Public Service Commission Orders or Rulings related to inside wire maintenance service, including but not limited re-regulation, related to the terms, conditions, and price of inside wire maintenance services, take precedence over the terms of this Settlement Agreement.

28. This Settlement Agreement and the Exhibits attached hereto constitute the entire agreement between the Parties with regard to the subject matter contained herein, and all prior

negotiations and understandings between the Parties shall be deemed merged into the Agreement. For all purposes, the Arbitration Agreement entered into between the Parties shall be deemed an integral part of this Agreement.

29. No representations, warranties, or inducements have been made to the Parties to this Settlement Agreement, other than those representations, warranties, and covenants contained in this Settlement Agreement and the Arbitration Agreement.

30. No waiver, modification, or amendment of the terms of this Settlement Agreement, made before or after the Court's approval of this Settlement Agreement, shall be valid or binding unless in writing, signed by all Parties, and then only to the extent set forth in such written waiver, modification, or amendment.

31. Any failure by any party to the Settlement Agreement to insist upon the strict performance by the other party of any of the provisions of this Settlement Agreement shall not be deemed a waiver of any of the provisions of this Settlement Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Settlement Agreement.

32. In any motion or action brought by any party for the enforcement of the obligations of this Settlement Agreement, the prevailing party shall be entitled to recover from the other party costs of such litigation, including reasonable attorneys' fees.

33. This Settlement Agreement is being entered into for the purposes of Settlement only, there has been no finding of liability of any kind, and it is being entered into to avoid the expense and length of further legal proceedings, taking into account the uncertainty and risk inherent in any litigation, especially in complex matters such as the Action pending before the Court.

34. Neither this Settlement Agreement, any Exhibit nor document referenced herein, nor any action taken to reach, effectuate, or further this Settlement Agreement or the Settlement set forth herein is, may be construed as, or may be used as an admission by or against any party of any fault, wrongdoing or liability whatsoever, or as a waiver or limitation of any defenses otherwise available to any of the Parties.

35. Entering into or carrying out this Settlement Agreement, or any negotiations, communications, drafts, statements, filings, submissions or proceedings, relating thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or

concession by any of the Parties relating to any matter or issue, or to be a waiver of any applicable defense.

36. The Parties have negotiated all the terms and conditions of this Settlement Agreement at arms length. The exact wording, language, form and structure of the exhibits have also been negotiated at arms length. All terms, conditions, and exhibits in their exact form are material to the Settlement Agreement and have been relied upon by the Parties in entering this Settlement Agreement. If any Party petitions the Court for a modification, addition, or alteration of any term, condition, or exhibit and if the Court on such request or sua sponte does not accept, modifies, adds to or alters any of the terms, conditions, or exhibits of the Settlement Agreement, the Settlement Agreement shall become void and of no further effect upon the filing with the Court of a Notice of Withdrawal from Settlement by any party within three (3) days of any Order or final statement of the Court not accepting, modifying, adding to, or altering any of the terms, conditions or exhibits of this Settlement Agreement.

37. Each party participated jointly in the drafting of this Settlement Agreement, and therefore the terms of this Settlement Agreement are not intended to be construed against any party by virtue of draftsmanship.

38. This Settlement Agreement shall not become effective until it is approved by the Court and the Final Judgment is entered and the time expires for appeal of both the Order and the Final Judgment. In the event that the Court's approval of this Settlement Agreement or the Order or the Final Judgment is appealed, the obligations contained herein shall not become effective until the appellate court of last resort approves the Settlement Agreement and the Order and the Final Judgment or any further appeals are time barred.

39. This Settlement Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

40. Southern Bell, the Plaintiffs and the Attorney General agree that the Court in which the current action is pending shall have continuing jurisdiction to enforce the terms of the Settlement Agreement.

IN WITNESS WHEREOF, this Class Action and Global Settlement Agreement has been executed as of the date and at the place first written above, by the undersigned counsel of record for the Parties hereto and/or by the Parties themselves in multiple counterparts, each of which shall be deemed an original.

BELLSOUTH TELECOMMUNICATIONS,
INC. (successor to Southern
Bell Telephone & Telegraph)

Joseph P. Lacher
By: Joseph P. Lacher
President-Florida
BellSouth Telecommunications,
Inc.

Marty Steinberg
By: Marty Steinberg
Holland & Knight
Counsel for Defendants

THE OFFICE OF THE FLORIDA
ATTORNEY GENERAL

Robert A. Butterworth
Attorney General for the
State of Florida,
Individually and on behalf
of all others similarly
situated and the settlement
class

Parker Thomson, Individually and
as Attorney representing
the Florida Attorney General

LINDA DAVIS, DAVID EFRON, LINDA
MARTENS, AND GENEVIEVE WILLIAMS,
INDIVIDUALLY AND FOR THE SETTLEMENT
CLASS

Linda Davis, Individually and as
Representative Class Plaintiff

David Efron, Individually and as
Representative Class Plaintiff

Linda Martens, Individually and
as Representative Class
Plaintiff

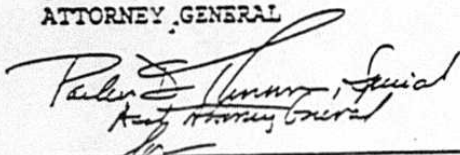
Genevieve Williams, Individually
and as Representative Class
Plaintiff

Frank Love, for his Firm and as
Counsel for the Named
Plaintiffs and the
settlement class

By: Joseph P. Lacher
President-Florida
BellSouth Telecommunications,
Inc.

By: Marty Steinberg
Holland & Knight
Counsel for Defendants

THE OFFICE OF THE FLORIDA
ATTORNEY GENERAL



Robert A. Butterworth
Attorney General for the
State of Florida,
Individually and on behalf
of all others similarly
situated and the settlement
class



Parker Thomson, Individually and
as Attorney representing
the Florida Attorney General

LINDA DAVIS, DAVID EFRON, LINDA
MARTENS, AND GENEVIEVE WILLIAMS,
INDIVIDUALLY AND FOR THE SETTLEMENT
CLASS

Linda Davis, Individually and as
Representative Class Plaintiff

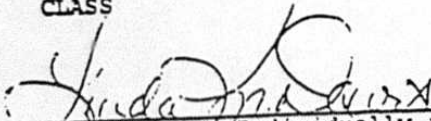
David Efron, Individually and as
Representative Class Plaintiff

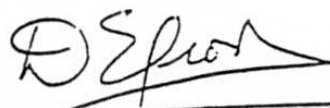
Linda Martens, Individually and
as Representative Class
Plaintiff


Genevieve Williams, Individually
and as Representative Class
Plaintiff

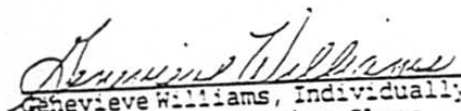
Frank Love, for his Firm and as

LINDA DAVIS, DAVID EFRON, LINDA
MARTENS, AND GENEVIEVE WILLIAMS,
INDIVIDUALLY AND FOR THE SETTLEMENT
CLASS

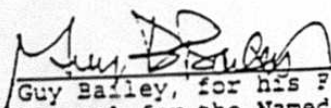

Linda Davis, Individually and as
Representative Class Plaintiff


David Efron, Individually and as
Representative Class Plaintiff


Linda Martens, Individually and
as Representative Class
Plaintiff


Genevieve Williams, Individually
and as Representative Class
Plaintiff

Frank Love, for his Firm and as
Counsel for the Named
Plaintiffs and the
settlement class


Guy Bailey, for his Firm and as
Counsel for the Named
Plaintiffs and the
settlement class

Arthur Kaplan, for his Firm and
as Counsel for the Named
Plaintiffs and the
settlement class

By: Joseph P. Lacher
President-Florida
BellSouth TeleCommunications,
Inc.

By: Marty Steinberg
Holland & Knight
Counsel for Defendants

THE OFFICE OF THE FLORIDA
ATTORNEY GENERAL

Robert A. Butterworth
Attorney General for the
State of Florida,
Individually and on behalf
of all others similarly
situated and the settlement
class

Parker Thomson, Individually and
as Attorney representing
the Florida Attorney General


LINDA DAVIS, DAVID EFRON, LINDA
MARTENS, AND GENEVIEVE WILLIAMS,
INDIVIDUALLY AND FOR THE SETTLEMENT
CLASS

Linda Davis, Individually and as
Representative Class Plaintiff

David Efron, Individually and as
Representative Class Plaintiff

Linda Martens, Individually and
as Representative Class
Plaintiff

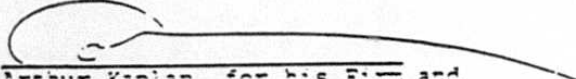
Genevieve Williams, Individually
and as Representative Class
Plaintiff


Frank Love, for his firm, and as

ORDER NO. PSC-94-1555-AS-TL
DOCKET NO. 941097-TL
PAGE 40

Counsel for the Named
Plaintiffs and the
settlement class

Guy Bailey, for his Firm and as
Counsel for the Named
Plaintiffs and the
settlement class


Arthur Kaplan, for his Firm and
as Counsel for the Named
Plaintiffs and the
settlement class

STATE OF FLORIDA

COUNTY OF DADE

The foregoing instrument was acknowledged before me this 29th day of September, 1994, by Joseph P. Lacher, President-Florida of BELLSOUTH TELECOMMUNICATIONS, INC., a Florida corporation, on behalf of the corporation. He ~~who~~ is personally known to me ~~has produced~~ _____ as ~~identification.~~

William F. Hamilton (SEAL)

Printed/Typed Name: _____
Notary Public-State of Florida
Commission Number: _____



WILLIAM F. HAMILTON
MY COMMISSION # CC400995 EXPIRES
AUGUST 17, 1998
BONDED THRU TROY FARM INSURANCE, INC.

STATE OF FLORIDA

COUNTY OF DADE

The foregoing instrument was acknowledged before me this 27th day of September, 1994, by Marty Steinberg, Esq., who is personally known to me ~~has produced~~ _____ as ~~identification.~~

William F. Hamilton (SEAL)

Printed/Typed Name: _____
Notary Public-State of Florida
Commission Number: _____



WILLIAM F. HAMILTON
MY COMMISSION # CC400995 EXPIRES
AUGUST 17, 1998
BONDED THRU TROY FARM INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this
27th day of September, 1994, by Parker D. Thomson, Special Assistant
Robert A. Butterworth, Attorney General
Attorney General for the State of Florida, who is personally known for
to me ~~has produced~~ _____ ~~as~~ identification.

(SEAL)

Carl A. Lick
Printed/Typed Name: Carl A. Lick
Notary Public-State of Florida
Commission Number:

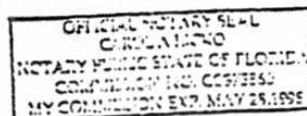


STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this
27th day of September, 1994, by Parker Thomson, Esq., who is
personally known to me ~~has produced~~ _____ ~~as~~
identification.

(SEAL)

Carl A. Lick
Printed/Typed Name: Carl A. Lick
Notary Public-State of Florida
Commission Number:



STATE OF FLORIDA

COUNTY OF DADE

The foregoing instrument was acknowledged before me this 2nd day of September, 1994, by Linda Davis, who is personally known to me/~~has produced~~ N/A as ~~identification~~.

(SEAL)
Karen Marie Roche
Printed/Typed Name: KAREN MARIE ROCHE
Notary Public-State of Florida
Commission Number:

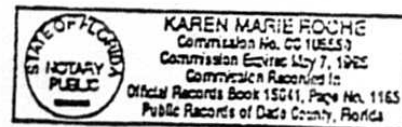


STATE OF FLORIDA

COUNTY OF DADE

The foregoing instrument was acknowledged before me this 2nd day of September, 1994, by David Efron, who is personally known to me/~~has produced~~ N/A as ~~identification~~.

(SEAL)
Karen Marie Roche
Printed/Typed Name: KAREN MARIE ROCHE
Notary Public-State of Florida
Commission Number:



STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this
23rd day of September 1994, by Linda Martens, ~~who is~~
~~personally known to me~~/has produced a FL drivers license as
identification.

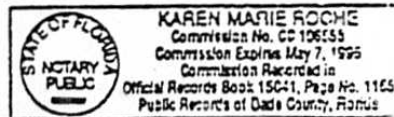
(SZAL)
Karen Marie Roche
Printed/Typed Name KAREN MARIE ROCHE
Notary Public-State of Florida
Commission Number:

STATE OF FLORIDA
COUNTY OF DADE



The foregoing instrument was acknowledged before me this
23rd day of September, 1994, by Genevieve Williams, ~~who is~~
~~personally known to me~~/has produced a FL drivers' license as
identification.

(SEAL)
Karen Marie Roche
Printed/Typed Name: Karen Marie Roche
Notary Public-State of Florida
Commission Number:



STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 1994, by Frank Love, Esq., who is personally known to me/has produced _____ as identification.

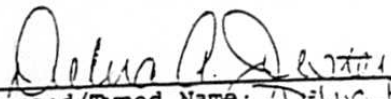
(SEAL)

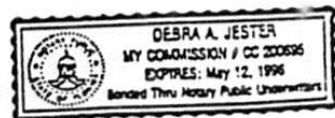
Printed/Typed Name: _____
Notary Public-State of Georgia
Commission Number: _____

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 27th day of September, 1994, by Guy Bailey, Esq., who is personally known to me/has produced _____ as identification.

(SEAL)


Printed/Typed Name: Debra A. Jester
Notary Public-State of Florida
Commission Number: _____



STATE OF ~~FLORIDA~~ GEORGIA

COUNTY OF ~~DADE~~ FULTON

The foregoing instrument was acknowledged before me this
27th day of September, 1994, by Frank Love, Esq., who is
personally known to me/~~has produced~~ _____ as
~~identification.~~

(SEAL)

Peggy P. Schroer
Printed/Typed Name: _____
Notary Public-State of Georgia
Commission Number: _____

PEGGY P. SCHROER
Notary Public, DeKalb County, Georgia
My Commission Expires October 11, 1995.

STATE OF FLORIDA

COUNTY OF DADE

The foregoing instrument was acknowledged before me this
____ day of _____, 1994, by Guy Bailey, Esq., who is
personally known to me/~~has produced~~ _____ as
identification.

(SEAL)

Printed/Typed Name: _____
Notary Public-State of Florida
Commission Number: _____

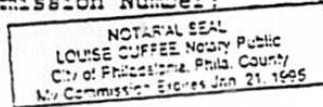
STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

The foregoing instrument was acknowledged before me this
27th day of September, 1994, by Arthur Kaplan, Esq., who is
personally known to me/has produced _____ as
identification.

 (SEAL)

Printed/Typed Name: _____
Notary Public-State of Pennsylvania
Commission Number: _____



MIA2-226485.7

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

MIAMI DIVISION

CASE NO. 89-2839-CIV-NESBITT
MAGISTRATE JUDGE PALERMO

LINDA DAVIS, DAVID EFRON,
LINDA MARTENS and GENEVIEVE
WILLIAMS, individually and
on behalf of all others
similarly situated,

and

STATE OF FLORIDA, ex rel
Robert A. Butterworth Individually
and on behalf of all others
similarly situated,

Plaintiffs,

vs.

SOUTHERN BELL TELEPHONE &
TELEGRAPH COMPANY,

Defendant.

CONFIDENTIAL DOCUMENT
FILED UNDER SEAL

JOINT STIPULATION AND
MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT
AGREEMENT AND FOR ORDER
STAYING ACTION

Plaintiffs and Defendant, Southern Bell Telephone and
Telegraph Company, file this Joint Stipulation and Motion for Order
Staying Action, and say:

1. The parties to this action have entered into a Class
Action and Global Settlement Agreement ("Settlement"), a copy of
which is annexed hereto as Attachment 1.

2. In accordance with the terms of the Settlement, the
parties request that the action be stayed pending the necessary
submission to and resolution of certain issues by the Florida
Public Service Commission.

EXHIBIT A

3. Upon resolution of the necessary issues presented to Florida Public Service Commission, the parties will promptly apply to the Court in a joint written Stipulation for an Order conditionally certifying a class for settlement purposes, approving class notice, and setting a date for an Approval Hearing, pursuant to Fed. R. Civ. P. 23.

WHEREFORE, the Parties respectfully request that the Court preliminarily approve the Settlement and stay the Action preceding submission of the necessary issues to the Florida Public Service Commission.

FRANK LOVE
Powell, Goldstein, Frazer &
Murphy
1001 Pennsylvania Avenue, N.W.
Washington, D.C. 20004
on behalf of Plaintiffs and
the Class

Dated: _____

MARTY STEINBERG
WILLIAM F. HAMILTON
Holland & Knight
701 Brickell Avenue, Suite 3000
Miami, Florida 33131
on behalf of Defendants

Dated: _____

ARTHUR M. KAPLAN
Fine, Kaplan & Black
23rd Floor
1845 Walnut Street
Philadelphia, PA 19103
on behalf of Plaintiffs and
the Class

Dated: _____

ORDER NO. PSC-94-1555-AS-TL
DOCKET NO. 941097-TL
PAGE 50

PARKER D. THOMSON
Thomson, Muraro, et al.
One S.E. Third Avenue
Suite 1700
Miami, Florida 33131
on behalf of State of Florida
Intervenor-Plaintiff

Dated: _____

GUY B. BAILEY, JR.
Bailey, Hunt & Jones
501 Brickell Key Drive
Suite 300
Miami, Florida 33131-2608
on behalf of Plaintiffs and
the Class

Dated: _____

TPA2-220271.2

ELECTION OF BENEFITS
CHECK ONE BOX ONLY
(see instructions)

OPTION A

_____ I accept a credit of \$43.50 to apply to the following two or more new optional services (from Attachments 1 and 2, including at least one from Attachment 1) which I wish to add to my telephone service. Please list selected new optional service(s) here:

OPTION B

_____ I accept a credit of \$24.00 to apply to the following one new optional service (from Attachments 1 and 2) which I wish to add to my telephone service. Please list selected new optional service here:

OPTION C

_____ I accept the credit of 90 cents monthly for 24 months (\$21.60) toward Southern Bell's charge for the inside wire maintenance service plan.

I accept the terms and condition of the credits as outlined in the enclosed documents and certify that I meet the eligibility requirements listed in the cover letter and that information supplied on the form is true and correct to the best of my knowledge and belief.

_____ Date _____
Signature of Applicant

**ATTACHMENT 1
 OPTIONAL SERVICE RATES AND DESCRIPTIONS***

THE FOLLOWING SERVICES CAN HELP MEET YOUR CONVENIENCE AND ACCESSIBILITY NEEDS

	SERVICE **	DESCRIPTION	RESIDENCE MONTHLY RATE	BUSINESS MONTHLY RATE
1.	ADDITIONAL LINE#	An additional telephone number and line which is capable of both incoming and outgoing calls independent of any other lines in the residence or business. #Installation rates are applicable: Residence charge is \$40.00 for the first line/\$12.00 each additional line on same order; Business charge is \$56.00 for the first line/\$12.00 each additional line on same order. ##Rates vary by area. Message Rate service is also available at a lower rate, but cannot be mixed with flat rate service. ### Additional \$6.00 CALC per line (multiline)	Flat Rate from \$7.30 to \$10.65## and add'l \$3.50 CALC	Flat Rate from \$19.80 to \$29.10## and add'l \$3.50 CALC (Single Line)###
2.	RINGMASTER I 1 NUMBER	You can tell who a call is for by the way the phone rings. You get one additional phone number and one additional ring on one phone line.	4.00	7.00
3.	RINGMASTER II 2 NUMBERS	You can tell who a call is for by the way the phone rings. You get two additional phone numbers and two additional rings on one phone line.	6.00	10.00
4.	SPEED CALLING 8	Lets you dial up to 8 frequently called or emergency numbers by pressing just one or two buttons.	2.20	2.50
5.	SPEED CALLING 30	Lets you dial up to 30 frequently called or emergency numbers by pressing just one or two buttons.	3.00	5.00
6.	REPEAT DIALING	Lets you dial up to 30 frequently called or emergency numbers by pressing just one or two buttons.	4.00	4.50
	PREFERRED CALL FORWARDING	You can let your phone re-dial busy numbers for you. It will re-dial a busy number every minute for the next half hour, then alert you with a distinctive ring when the line is free.	4.00	4.50
		Lets you forward only calls from telephone numbers you select (up to six). Can be used when you need to forward an important call to another number, but don't want all your calls to follow you.	4.00	4.50

THE FOLLOWING SERVICES CAN HELP MEET YOUR SECURITY NEEDS

8.	CALL BLOCK	If you receive an annoying phone call, hang up and use Call Block. It stops the number that just called from getting through to you again. It also lets you stop calls from up to a total of six numbers you select.	4.00	4.50
9.	CALL SELECTOR	Lets you program your phone with up to six telephone numbers of special people. When their call comes through, you'll be alerted by a distinctive ring.	4.00	4.50

* All services are not yet available in all areas.

**A total service connection charge of \$10.00 (residence) or \$19.00 (business) for any one or more added services, with the exception of an Additional Line, is applicable to all services listed in these Attachments. The installation charge for an Additional Line is described in Item 1 of Attachment 1. When ordering an Additional Line, plus any additional service listed in Attachment 1 or 2, only the installation charge will apply.

ATTACHMENT 2

OPTIONAL SERVICE RATES AND DESCRIPTIONS*

THE FOLLOWING SERVICES HAVE BEEN DESIGNED TO MEET YOUR ANSWER SERVICE NEEDS

	SERVICE **	DESCRIPTION	RESIDENCE MONTHLY RATE	BUSINESS MONTHLY RATE
10.	MEMORYCALL ANSWERING SERVICE PACKAGE	<p>Works like an answering machine. It takes messages when you don't answer. There is no equipment to buy or repair, all you need is your touch-tone phone. You can listen to, save, skip, or erase messages from any touch-tone phone, anytime, anywhere.</p> <p>To obtain maximum benefit from MemoryCall, the following features have been included in the Package at their current rate:</p> <p>MEMORYCALL ANSWERING SERVICE (Monthly Rates: Res. \$4.45, Bus. \$5.95 + Usage)</p> <p>MESSAGE WAITING INDICATION (Monthly Rates: Res. \$.50, Bus. \$.50) Provides a stutter dial tone which signals that you have a message waiting on a voice mailbox.</p> <p>CALL FORWARDING DON'T ANSWER (Monthly Rates: Res. \$1.00, Bus. \$3.25) Automatically forwards an unanswered incoming call to another number after a preselected number of rings.</p> <p>CALL FORWARDING BUSY LINE (Monthly Rates: Res. \$1.00, Bus. \$3.25) Automatically forwards all calls to a preselected number from the called number when the line is busy.</p> <p>†For purposes of this Settlement only, MemoryCall and the above associated features will be considered as one service. The Package rates of \$6.95 (residence) and \$12.95 (business) are the combined rates of MemoryCall and the above associated features.</p> <p>MemoryCall service is available without Message Waiting Indication, Call Forwarding Don't Answer or Call Forwarding Busy Line or with any combination of these features. To select MemoryCall and <u>ALL</u> of the above features associated with MemoryCall, please indicate MemoryCall Answering Service Package on the Claims and Benefits Application form. Otherwise, to order MemoryCall Answering Service (#16), Message Waiting Indication (#19), Call Forwarding Don't Answer (#20) or Call Forwarding Busy Line (#21) separately, or in a combination other than the Package, list the desired features on the Claims and Benefits Application form.</p>	\$6.95†	\$12.95† + Usage

*All services are not yet available in all areas.

**A total service connection charge of \$10.00 (residence) or \$19.00 (business) for any one or more added services, with the exception of an Additional Line, is applicable to all services listed in these Attachments. The installation charge for an Additional Line is described in Item 1 of Attachment 1. When ordering an Additional Line, plus any addition-¹ service listed

ANSWER SERVICES Cont'd

	SERVICE**	DESCRIPTION	RESIDENCE MONTHLY RATE	BUSINESS MONTHLY RATE
11.	MEMORYCALL ANSWERING SERVICE PLUS PACKAGE	<p>All of the features of MemoryCall, plus pager notification and an option that allows the caller to be forwarded to an operator.</p> <p>To obtain maximum benefit from MemoryCall, the following features have been included in the Package at their current rate:</p> <p>MEMORYCALL ANSWERING SERVICE PLUS (Monthly Rates: Res. \$7.95 + Usage, Bus. \$7.95 + Usage)</p> <p>With Hunting (Monthly Rate: Bus. \$10.95 + Usage)</p> <p>MESSAGE WAITING INDICATION (Monthly Rates: Res. \$.50, Bus. \$.50) Provides a stutter dial tone which signals that you have a message waiting on a voice mailbox.</p> <p>CALL FORWARDING DON'T ANSWER (Monthly Rates: Res. \$1.00, Bus. \$3.25) Automatically forwards an unanswered incoming call to another number after a preselected number of rings.</p> <p>CALL FORWARDING BUSY LINE (Monthly Rates: Res. \$1.00, Bus. \$3.25) Automatically forwards all calls to a preselected number from the called number when the line is busy.</p> <p>†For the purposes of this Settlement only, MemoryCall and the above associated features will be considered as one service. The Package rates of \$10.45 (residence) and \$25.90 (business) are the combined rates for MemoryCall and the above associated features.</p> <p>MemoryCall service is available without Message Waiting Indication, Call Forwarding Don't Answer or Call Forwarding Busy Line or with any combination of these features. To select MemoryCall and ALL of the above features associated with MemoryCall, please indicate MemoryCall Answering Service Plus Package on the Claims and Benefits Application form. Otherwise, to order MemoryCall Answering Service Plus (#17), Message Waiting Indication (#19), Call Forwarding Don't Answer (#20) or Call Forwarding Busy Line (#21), separately, or in a combination other than the Package, list the desired features on the Claims and Benefits Application form.</p>	\$ 10.45† + Usage	\$25.90† + Usage

**A total service connection charge of \$10.00 (residence) or \$19.00 (business) for any one or more added services, with the exception of an Additional Line, is applicable to all services listed in these Attachments. The installation charge for an Additional Line is described in Item 1 of Attachment 1. When ordering an Additional Line, plus any additional service listed in Attachment 1 or 2, only the installation charge will apply.

11024 OCT 28 1994

ATTACHMENT 1 CONT'D

ANSWER SERVICES Cont'd

	SERVICE**	DESCRIPTION	RESIDENCE MONTHLY RATE	BUSINESS MONTHLY RATE
12.	MEMORYCALL PERSONAL MAILBOX PACKAGE	<p>All of the features of MemoryCall, plus up to 3 sub-mailboxes that provide individual greetings and separate passwords for access.</p> <p>To obtain maximum benefit from MemoryCall, the following features have been included in the Package at their current rate:</p> <p>MEMORYCALL PERSONAL MAILBOX (Monthly Rate: Res. \$6.45)</p> <p>MESSAGE WAITING INDICATION (Monthly Rate: Res. \$.50) Provides a stutter dial tone which signals that you have a message waiting on a voice mailbox.</p> <p>CALL FORWARDING DON'T ANSWER (Monthly Rate: Res. \$1.00) Automatically forwards an unanswered incoming call to another number after a preselected number of rings.</p> <p>CALL FORWARDING BUSY LINE (Monthly Rate: Res. \$1.00) Automatically forwards all calls to a preselected number from the called number when the line is busy.</p> <p>†For the purposes of this Settlement only, MemoryCall and the above associated features will be considered as one service. The Package rate of \$8.95 (residence) is the combined rate for MemoryCall and the above associated features.</p> <p>MemoryCall service is available without Message Waiting Indication, Call Forwarding Don't Answer or Call Forwarding Busy Line or with any combination of these features. To select MemoryCall and ALL of the above features associated with MemoryCall, please indicate MemoryCall Personal Mailbox Package on the Claims and Benefits Application form. Otherwise, to order MemoryCall Personal Mailbox (#18), Message Waiting Indication (#19), Call Forwarding Don't Answer (#20) or Call Forwarding Busy Line (#21), separately, or in a combination other than the Package, list the desired features on the Claims and Benefits Application form.</p>	\$8.95†	Not Available
13.	MEMORYCALL BASIC VOICE MESSAGING	A "mailbox only" arrangement which allows for messaging capability and is not associated with a telephone line.	12.00 + Usage	12.00 + Usage
14.	CUSTOMER CONTROL OF CALL FORWARDING BUSY LINE	Customer can control activation/deactivation of Call Forwarding Busy Line through the use of a dialing code.	3.00	6.25

**A total service connection charge of \$10.00 (residence) or \$19.00 (business) for any one or more added services, with the exception of an Additional Line, is applicable to all services listed in these Attachments. The installation charge for an Additional Line is described in Item 1 of Attachment 1. When ordering an Additional Line, plus any additional service listed in Attachment 1 or 2, only the installation charge will apply.

ATTACHMENT 2 cont'd

ANSWER SERVICES Cont'd

	SERVICE**	DESCRIPTION	RESIDENCE MONTHLY RATE	BUSINESS MONTHLY RATE
15.	CUSTOMER CONTROL OF CALL FORWARDING DON'T ANSWER	Customer can control activation/deactivation of Call Forwarding Don't Answer through the use of a dialing code.	\$3.00	\$6.25
16.	MEMORYCALL ANSWERING SERVICE	Works like an answering machine. It takes messages when you don't answer. There is no equipment to buy or repair, all you need is your touch-tone phone. You can listen to, save, skip, or erase messages from any touch-tone phone, anytime, anywhere. NOTE: Without Call Forwarding Don't Answer, unanswered incoming calls will not be forwarded to your mailbox. When your telephone number is busy, your calls will not be forwarded to your mailbox unless you have Call Forwarding Busy Line. For more information, see Item #10.	4.45	5.95 + Usage
17.	MEMORYCALL ANSWERING SERVICE PLUS	All of the features of MemoryCall, plus pager notification and an option that allows the caller to be forwarded to an operator. NOTE: Without Call Forwarding Don't Answer, unanswered incoming calls will not be forwarded to your mailbox. When your telephone number is busy, your calls will not be forwarded to your mailbox unless you have Call Forwarding Busy Line. For more information, see Item #11.	7.95 + Usage	7.95 + Usage
18.	MEMORYCALL PERSONAL MAILBOX	All of the features of MemoryCall, plus up to 3 sub-mailboxes that provide individual greetings and separate passwords for access. NOTE: Without Call Forwarding Don't Answer, unanswered incoming calls will not be forwarded to your mailbox. When your telephone number is busy, your calls will not be forwarded to your mailbox unless you have Call Forwarding Busy Line. For more information, see Item #12.	6.45	Not Available
19.	MESSAGE WAITING INDICATION	Provides a stutter dial tone which signals that you have a message waiting on a voice mailbox. ONLY ORDER WITH A MEMORYCALL SERVICE.	.50	.50
20.	CALL FORWARDING DON'T ANSWER	Automatically forwards an unanswered incoming call to another number after a preselected number of rings.	1.00	1.00
21.	CALL FORWARDING BUSY LINE	Automatically forwards all calls to a preselected number at a different address from the called number when a line is busy.	1.00	3.25
22.	CALL FORWARDING BUSY LINE (MULTIPATH)	Customer may designate the number of calls that can be forwarded simultaneously to the forward-to telephone number.	2.00	3.00
23.	CALL FORWARDING DON'T ANSWER (MULTIPATH)	Customer may designate the number of calls that can be forwarded simultaneously to the forward-to telephone number.	2.00	3.00

**A total service connection charge of \$10.00 (residence) or \$19.00 (business) for any one or more added services, with the exception of an Additional Line, is applicable to all services listed in these Attachments. The installation charge for an Additional Line is described in Item 1 of Attachment 1. When ordering an Additional Line, plus any additional service listed

ATTACHMENT 2 cont'd

THE FOLLOWING SERVICES CAN HELP MEET YOUR SECURITY NEEDS

	SERVICE**	DESCRIPTION	RESIDENCE MONTHLY RATE	BUSINESS MONTHLY RATE
24.	CALLER ID††	Lets you know the caller's telephone number before you answer the call. After the first ring, the caller's number appears on a display unit that attaches to your phone. ††Required display unit must be obtained separately.	\$6.00	\$7.50
25.	CALLER ID DELUXE WITH ANONYMOUS CALL REJECTION††	Lets you know the caller's telephone number and name before you answer the call. After the first ring, the caller's number and name appears on a display unit that attaches to your phone. It also lets you reject calls from callers who block the delivery of their phone number. ††Required display unit must be obtained separately.	7.50	10.00
26.	ANONYMOUS CALL REJECTION	Lets you reject calls from callers who block the delivery of their phone number.	3.00	6.25
27.	CALL RETURN	Lets you place a call to the last telephone number that called you. In some locations, Enhanced Call Return is available, which will let you hear the number of the last incoming call before the call is returned. You can then decide whether you want to return the call.	4.00	4.50
28.	CALL FORWARDING VARIABLE	Your calls can follow you to a number where you can be reached or where someone can answer for you, even long distance.	2.45	3.60
29.	REMOTE ACCESS TO CALL FORWARDING VARIABLE	Your calls can follow you to a number where you can be reached or where someone can answer for you, even long distance. This feature lets you turn this service on and off from locations away from home.	5.20	7.25

THE FOLLOWING SERVICES CAN HELP MEET YOUR CONVENIENCE AND ACCESSIBILITY NEEDS

	SERVICE**	DESCRIPTION	RESIDENCE MONTHLY RATE	BUSINESS MONTHLY RATE
30.	CALL FORWARDING VARIABLE (MULTIPATH)	Customer may designate the number of calls that can be forwarded simultaneously to the forward-to telephone number.	\$3.00	\$3.00
31.	CALL WAITING	When you're on the phone, a tone alerts you that another call is coming through. You can place one call on hold while you take the other.	3.50	5.80
32.	THREE-WAY CALLING	You can talk to two other people at the same time- even long distance- on one phone line.	3.30	3.75

**A total service connection charge of \$10.00 (residence) or \$19.00 (business) for any one or more added services, with the exception of an Additional Line, is applicable to all services listed in these Attachments. The installation charge for an Additional Line is described in Item 1 of Attachment 1. When ordering an Additional Line, plus any additional service listed in Attachment 1 or 2, only the installation charge will apply.

ATTACHMENT #1

Southern Bell

Dear Southern Bell:

I wish to claim a credit of .90 per month for 24 months (\$21.60). I have also decided to terminate my inside wire maintenance service plan and wish this credit to apply to another optional service I now subscribe to.

By my signature below, I certify that [please place an "X" in the blank that applies to your circumstances]:

- (A) I _____ have _____ have not received a refund in excess of \$15.00 after January 1, 1990, related to the Inside Wire Maintenance Service Plan or another optional telephone service other than a refund as a result of inadvertently being billed more than once for the same service.
- (B) I _____ was _____ was not enrolled in the Inside Wire Maintenance Plan as of June 1, 1994.
- (C) I wish to apply the credit described above to the following optional service:

I understand that my decision to cancel my Inside Wire Maintenance Service Plan means that I am responsible for diagnosing, analyzing, and repairing telephone related problems which were covered by the Inside Wire Maintenance Service Plan.

SIGNATURE

AREA CODE-PHONE NUMBER

PLEASE SIGN THIS LETTER AT THE SIGNATURE LINE AND FILL IN YOUR CURRENT TELEPHONE NUMBER, GIVING THE AREA CODE FIRST.

218177.2