

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Initiation of show cause proceedings against Business Discount Plan, Inc. for violation of Rules 25-4.043, F.A.C.

DOCKET NO. 970420-TI  
ORDER NO. PSC-97-0783A-AS-TI  
ISSUED: July 15, 1997

AMENDATORY ORDER

BY THE COMMISSION:

On July 1, 1997, this Commission issued Order No. PSC-97-0783-AS-TI, in which the fifth page (the first page of Attachment A) was inadvertently omitted. Therefore, Order No. PSC-97-0783-AS-TI is hereby amended to include the omitted page.

Order No. PSC-97-07783-AS-TI is reaffirmed in all other respects.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that Order No. PSC-97-07783-AS-TI is amended as set forth in the body of this order. It is further

ORDERED that Order No. PSC-97-07783-AS-TI is reaffirmed in all other respects.

By ORDER of the Florida Public Service Commission, this 15th day of July, 1997.

BLANCA S. BAYÓ, Director  
Division of Records and Reporting

By: Kay Flynn  
Kay Flynn, Chief  
Bureau of Records

( S E A L )

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ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

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## ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance is entered into by and between BUSINESS DISCOUNT PLAN, INC., a California Corporation ("BDP"), and the FLORIDA PUBLIC SERVICE COMMISSION (FPSC).

### RECITALS

This Agreement is made with reference to the following facts:

A. On/or about May 7, 1997, the staff of the FPSC issued a recommendation to proceed with Order To Show Cause Proceeding under Docket No. 970420-TI. The recommendation to proceed with Order To Show Cause Proceeding alleged violation of Rules 25-4.118, Florida Administrative Code, Interexchange Carrier Selection, and 25-4.043, Florida Administrative Code, Response to Commission Staff Inquiries (hereinafter referred to as "Show Cause Proceeding").

B. BDP desires to settle and resolve all issues currently pending related to the Show Cause Proceeding.

NOW, THEREFORE, the parties agree as follows:

#### 1. Nature of Agreement:

This Assurance of Voluntary Compliance Agreement (AVC) is a settlement of a disputed matter. It shall not be considered an admission of a violation for any purpose. By entering into this AVC, BDP admits no wrongdoing. This AVC does not constitute disciplinary proceedings, actions or complaints against BDP, nor shall it constitute any evidence of admission of any kind regarding any issue set forth herein. In addition, this AVC does not constitute a finding that BDP has engaged in any unlawful activity, nor shall it be construed as a charge or evidence that BDP has engaged in any methods, acts, uses, practices or solicitations declared to be unlawful under Florida law, any other law, rule or regulation.

#### 2. Payment of Fees:

Upon acceptance and approval of this AVC by the FPSC, BDP shall pay the sum of Twenty Five Thousand Dollars (\$25,000.00) to FPSC as and for a settlement offer.

Assurance of Voluntary Compliance  
Page Two

3. Withdrawal of Proceeding:

Upon acceptance and approval of this AVC by the FPSC, and receipt of the Twenty Five Thousand Dollar (\$25,000.00) settlement offer, FPSC shall withdraw its recommendation to proceed with the Show Cause Proceeding and Docket No. 97-0420-TI shall be closed. This AVC shall be deemed to apply as a settlement, compromise, and release with regard to any and all sales of intrastate interexchange telecommunication service by BDP through May 7, 1997. Specifically, the FPSC agrees to not initiate any Show Cause Proceeding for alleged violation of Rule 25-4.118 of the Florida Administrative Code, Interexchange Carrier Selection, for any sale of intrastate interexchange telecommunication service by BDP prior to May 7, 1997. Additionally, FPSC agrees that it shall not initiate any Show Cause Proceeding for alleged violation of 25-4.043, Florida Administrative Code, Response to Commission Staff Inquiries, concerning any inquiry made by the FPSC to BDP prior to May 7, 1997.

4. Customer Restitution:

Immediately upon acceptance and approval of this AVC by FPSC, and in compliance with Florida Statutes and Administrative Code, BDP shall refund or credit to any Florida customer who initiates a complaint (whether the complaint is made directly to BDP, a BDP affiliate, or any governmental agency) of unauthorized conversion of telephone services the full amount of any charges incurred as a result of an unauthorized conversion of telephone service for: (1) Any charges imposed by the local exchange carrier for the unauthorized switch and restoration to the preferred long distance provider; and (2) The amount, if any, by which BDP's long distance charges exceed the amount which the customer would have been charged by their existing long distance carrier if the unauthorized switch had not occurred.

5. Assurance of Future Compliance:

Effective immediately upon execution of this AVC, BDP agrees to adhere to each of the following requirements:

A. All future solicitations for telephone services conducted by BDP in Florida shall comply with all applicable Federal and Florida Regulations and Statutes, including, but not limited to, 47 C.F.R. 64.1100, and Rules 25-4.118 and 25-4.043, F.A.C.

Assurance of Voluntary Compliance  
Page Three

B. In connection with any telemarketing solicitation and/or third-party verification of a Florida customer to switch long distance telephone service, BDP and its agents shall clearly disclose that the contact is being made to solicit the customer to change their current long distance carrier to Business Discount Plan, Inc.

DATED: 5-27-97

BUSINESS DISCOUNT PLAN

By: Thomas David Jenkins  
THOMAS DAVID JENKINS  
President