



Public Service Commission

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TALLAHASSEE, FLORIDA 32399-0850

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

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RECORDS/REPORTING

JUL 15 PM 1:02

RECEIVED PSC

DATE: JULY 15, 1999

TO: DIRECTOR, DIVISION OF RECORDS AND REPORTING (BAYO)

FROM: DIVISION OF LEGAL SERVICES (CLEMONS) *pmc*
 DIVISION OF COMMUNICATIONS (LEWIS) *EB*
 DIVISION OF CONSUMER AFFAIRS (SMITH) *BSB*

RE: DOCKET NO. 990861-TL - COMPLAINT OF CALVIN "BILL" WOOD
 AGAINST GTE FLORIDA, INCORPORATED REGARDING SERVICE

AGENDA: JULY 27, 1999 - REGULAR AGENDA - PROPOSED AGENCY ACTION -
 INTERESTED PERSONS MAY PARTICIPATE

CRITICAL DATES: NONE

SPECIAL INSTRUCTIONS: NONE

FILE NAME AND LOCATION: S:\PSC\LEG\WP\990861.RCM

CASE BACKGROUND

On December 30, 1997, Mr. Calvin "Bill" Willie Wood (Mr. Wood or customer) filed a complaint with the Commission's Division of Consumer Affairs (CAF) against GTE Florida, Inc. (GTE or company). Mr. Wood asserted that he was having problems receiving telephone calls. He stated that people told him that they were unable to reach him.

In its January 15, 1998 response, GTE stated, "It appears that lightning has struck the line serving Mr. Wood [Mr. Wood's residence], more than once causing intermittent problems." Additionally, the company stated that the cable serving Mr. Wood's residence needed to be replaced, and that the replacement was expected to be completed within 30 days. GTE also stated that it had issued a \$25 Service Performance Guarantee credit to the customer's account to foster customer relations and that the credit would appear on the customer's February 1998 bill. In subsequent reports, GTE stated that an additional \$1.78 credit was issued to

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REC-RECORDS/REPORTING

Mr. Wood's February 1998 bill for the time he had received no service and similar credits were issued in June 1998 for \$2.14 and \$1.65.

In Mr. Wood's February 3, 1998 letters to CAF and GTE, he stated that Mr. Perry, his neighbor and also the person who checks on him, could not get through to his telephone number. Mr. Wood believed that the problem had started the previous summer when lightning burned up his lines. He stated that Mr. Perry had told him that he did not have any problems calling other people and gave permission for anyone to check the problem from his residence. Additionally, Mr. Wood noted that he intended to withhold payment of his telephone bills until the service problems were resolved. He stated, "I will consider them resolved when Mr. Perry can call me on a regular basis." Mr. Wood also stated, "I merely report what other people tell me when they cannot get through." Mr. Wood asserted that he was told that a \$25 credit would be applied to his account every time he reported the service not working properly and the service was not properly repaired. He also wanted to know whether he was entitled to an informal conference.

On February 20, 1998, CAF received another report from GTE. The company stated that Mr. Wood was contacted by a construction supervisor, and that a line crew had made a field visit to Mr. Wood's residence on February 11, 1998. GTE reported that it found and repaired a section of the service drop and a rusty connection at the splice connector. Additionally, the company stated that the customer-provided equipment was defective and that Mr. Wood had promised to replace it. Further, GTE stated that it had made a follow-up field visit to Mr. Wood's residence on February 12, 1998, and that Mr. Wood had informed the company to discuss the problem with Mr. Perry. GTE stated that it determined that Mr. Perry was dialing an incorrect telephone number to reach Mr. Wood. However, GTE reported that it issued a \$25 Service Performance Guarantee credit to Mr. Wood's March 1998 bill.

On March 9, 1998, GTE reported that a tornado had touched down in the Polk County area. On that same day, GTE reported that it had made a field visit to Mr. Wood's residence and found out that his residence was destroyed by the tornado. GTE stated that it asked Mr. Wood to notify the company when he had temporary or permanent facilities with power, so the company could provide him with telephone service. GTE stated that on March 23, 1998, it made another field visit to Mr. Wood's residence and found his private road was barricaded, indicating still no facilities. GTE reported that it temporarily disconnected Mr. Wood's service on March 25, 1998 for nonpayment of his \$232.27 past-due balance (\$257.27 less \$25.00). Additionally, GTE stated that it informed Mr. Wood of this disconnection on March 27, 1998. GTE also reported that it notified Mr. Wood that his outstanding balance needed to be paid

prior to service reconnection. GTE stated that Mr. Wood informed the company that he would not pay the bill until his repair issues had been resolved. After receiving no payment, GTE permanently disconnected Mr. Wood's telephone service on April 4, 1998. GTE later confirmed that a late notice was mailed to Mr. Wood prior to the disconnection of his service. GTE stated that the notice was mailed on March 10, 1998, requesting payment of \$232.27 by March 19, 1998, to prevent service interruption.

In a letter dated March 25, 1998, Mr. Woods asserted that he was still having telephone problems with other customers not being able to reach him. He stated that GTE had installed new underground cable on or around February 25, 1998, and had promised to return on February 27, 1998 to complete the connection to his house. Mr. Wood stated that GTE did not return as promised. He stated that his house was struck by a tornado on March 9, 1998, and that the company had made a field visit to his house that same day. Mr. Wood claimed that, at that time, he informed GTE that he was going to move into a camper behind his house, which runs completely on propane and was self-contained. Mr. Wood admitted that he was shaken up from the tornado, but still believed that GTE had promised to return to connect the service to his camper. On March 26, 1998, Mr. Wood notified CAF that his service was still not connected. Further, he found out that GTE had disconnected his service for nonpayment. CAF contacted GTE regarding Mr. Wood's concerns and provided them with his contact telephone number.

On April 2, 1998, Mr. Wood informed CAF that his service was still not connected. On that same day, GTE reported to CAF that Mr. Wood owed over \$500 on his account and that his service would not be restored until the outstanding balance was paid (See Billing Summary--Attachment 1). Additionally, CAF received Mr. Wood's request for an informal conference. Since the complaint was still pending, CAF did not act on the request.

On April 10, 1998, Mr. Wood sent CAF and the Commission's Division of Communications (CMU) a letter, wherein he stated that, during the last several months, other customers had also received inadequate service from GTE. Mr. Wood provided a list with the names of the eight customers, which included Mr. Perry. Mr. Wood and the other customers live in Polk County on Schaefer Lane in Lake Wales, Florida. Although Mr. Wood's correspondence was forwarded to GTE, the concerns of the other customers were not considered part of Mr. Wood's complaint. GTE stated that the information was referred to its local manager for further discussion.

CAF and CMU received reports from GTE on April 17, 1998. GTE stated that the cable splicing at Mr. Wood's residence was completed on February 26, 1998. However, Mr. Wood's service was

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not cut over to the new cable due to defective vacant pairs in the new cable. The company stated that Mr. Wood was notified of this delay, and a promise was given to clear the defective cable pairs as soon as possible.

GTE reported that on April 17, 1998, Mr. Wood was contacted and notified that his service could be reestablished with toll blocks until the outstanding balance was paid in full. GTE stated that payment arrangements were offered to Mr. Wood, but that he maintained that he would not pay the bill until the repair issues were resolved. On that same day, GTE reported that it issued an installation order to connect Mr. Wood's service with a completion date of April 20, 1998, with toll blocks until the \$664.02 outstanding balance was paid in full. On April 17, 1998, GTE reported to CAF and CMU that it was reconnecting Mr. Wood's service on that day without payment until the complaint was closed. On May 19, 1999, GTE confirmed that the service order was completed on April 20, 1998.

Mr. Wood stated that GTE improperly disconnected his service and that Mr. Perry was still having problems reaching his telephone number. He stated that he could not live at his residence without a telephone due to his heart condition and that his house had been looted several times. He blamed GTE for the loss of over \$10,000 of property. However, Mr. Wood acknowledged that he understood that his damage claims were outside the jurisdiction of the Commission. Further, Mr. Wood stated that he mailed his payment in full to GTE on May 5, 1998, after he was notified by CMU that he could not escrow his payments. Mr. Wood notified CMU on May 13, 1998 that his long distance service had not been restored on his line. CMU relayed Mr. Wood's concerns to GTE.

On May 28, 1998, CMU stated that when it performed loop tests at Mr. Wood's and Mr. Perry's residences the tests were "acceptable." On that same day, CMU reported that it performed call completion tests from Mr. Perry's telephone number to Mr. Wood's telephone number, with 100 percent completion. However, CMU reported that when Mr. Perry tried to call Mr. Wood's telephone number during the call completion test, he dialed wrong telephone numbers three times--once to his daughter's telephone number and twice to wrong telephone numbers.

Mr. Wood notified CMU on June 3, 1998, that his long distance service had not been restored to his line. CMU contacted GTE again about this problem. GTE acknowledged this error and promised to restore the long distance service that day. In a subsequent report, GTE stated that the toll restriction was removed from Mr. Wood's service on June 4, 1998.

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On July 2, 1998, CAF received Mr. Wood's June 29, 1998 letter which stated, "I do not consider my telephone fixed, until my neighbor, Mr. Perry, can reach me on a regular and routine basis. Therefore, I request an informal conference." He also stated that he was due a "sizable" refund from GTE for not providing "minimal" service. In Mr. Wood's July 3, 1998 letter, he alleged that GTE told him that the Commission had directed the company to disconnect his service for nonpayment. He stated that the issue was never the payment of the bill, "but the inferior service I was and still am getting from GTE."

On July 22, 1998, CAF contacted GTE and asked if the company could provide a telephone with larger buttons to Mr. Wood's neighbor, Mr. Perry, to prevent the mis-dialing of telephone numbers. On August 18, 1998, CAF received a letter from Mr. Wood which stated that for the first time in months, his neighbor, Mr. Perry, had called him from his house on August 6, 1998. He also stated that Mr. Perry was proud of his second telephone. Mr. Wood stated that GTE had made a field visit to his (Mr. Wood) house on August 18, 1998, and told him that the outside wiring to his (Mr. Wood) house was improperly installed and would be corrected.

CAF continued to pursue a resolution of the complaint with GTE and Mr. Wood. However, Mr. Wood maintained that GTE owed him additional credits for the time he received no service. GTE stated it would not issue any more Service Performance Guarantee credits for the trouble reports. However, the company offered an additional \$25 compromise adjustment on both of Mr. Wood's telephone accounts to resolve his complaint, for a total of \$50. Mr. Wood refused this offer.

On April 22, 1999, GTE reported that its service area experienced 10.82 inches of rainfall in February 1998, with a total of 43.58 inches of rain from October 1997 through March 1998. The company stated that it was "severely" impacted by the 1998 El Niño weather conditions, which included lightning and strong winds. GTE reported that the weather conditions hindered its work force and added to the volume of trouble reports.

An informal conference was held with the parties and staff members from CAF and CMU on May 12, 1999. Mr. Wood stated that the lines in his service area were defective long before the March 9, 1998 tornado. He stated that the service problems were not resolved until the company installed new lines in his service area. Mr. Wood alleged that Mr. Perry called him in August 1998 for the first time in months after the outside wiring problem was resolved by GTE. Mr. Wood stated that for two years, he and other customers experienced service problems. He stated that although Mr. Perry was 72 years old, he was not aware of any mind or physical conditions that would have prevented Mr. Perry from

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correctly dialing his (Mr. Wood) telephone number. Mr. Wood also stated that Mr. Perry told him that the Commission's staff tried to make it look as if he was dialing his (Mr. Wood) number incorrectly.

Additionally, Mr. Wood continued to object to the March 25, 1998 service disconnection and the delayed removal of the toll restriction from his telephone line after his account was paid in full. GTE responded that Mr. Wood's telephone service was repaired within 24 hours of his trouble report, unless the trouble related to another customer's service. Mr. Wood alleged that GTE just "patched" up the lines, resulting in more service problems. He emphasized that he wanted a \$25 credit for each trouble report. GTE responded that two \$25 Service Performance Guarantee credits were already issued to the customer's account in February and March 1998, and that it had not billed the customer's account for the \$55 nonrecurring charge when the service for telephone number 941-696-9542 was reestablished on April 20, 1998. The company stated that this credit was more than what Mr. Wood would have received for the time he did not receive service. The company stated that it would not agree to Mr. Wood's request to issue \$25 each for all of his trouble reports. GTE also stated that since Mr. Wood did not accept the previous compromise adjustment offer to resolve the informal conference request, it was no longer valid. Mr. Wood maintained that he was promised a \$25 credit for each service report not properly repaired within 24 hours. The conference was concluded without a settlement.

Based upon CAF's and CMU's file records, a letter was sent to Mr. Wood on June 4, 1999, explaining the results of the investigation. Mr. Wood, however, continues to assert that his telephone service was not repaired until August 1998. He maintains that there was a service problem on Schaefer Lane in Lakes Wales and that other customers experienced service problems. Mr. Wood states that he is "entitled" to \$25 for each trouble report.

The following is staff's recommendation regarding the resolution of this dispute.

DISCUSSION OF ISSUES

ISSUE 1: Were there any problems in GTE's facilities that would have prevented call completion from Mr. Perry's telephone number to Mr. Wood's telephone number?

RECOMMENDATION: No. It appears that the problems associated with Mr. Perry's inability to reach Mr. Wood were not caused by GTE's facilities. (CLEMONS, SMITH, LEWIS)

STAFF ANALYSIS: On February 12, 1998, GTE reported that it determined that Mr. Perry was dialing an incorrect telephone number for Mr. Wood. On May 28, 1998, staff conducted loop tests from Mr. Perry's and Mr. Wood's residences. Staff also conducted a call completion test from Mr. Perry's telephone number to Mr. Wood's telephone number. The loop tests were acceptable to staff. Also, when staff dialed Mr. Wood's telephone number from Mr. Perry's telephone number, the call completion was 100 percent. However, when Mr. Perry tried to dial Mr. Wood's telephone number, he dialed three incorrect telephone numbers--once to his daughter's telephone and twice to other wrong telephone numbers.

Staff also checked the Commission's Complaint Tracking System and found that there were 221 complaints filed against GTE from January 1, 1997 through May 12, 1999 in Polk County. Of those complaints, records show that there were 10 outage/repair complaints, such as the one involved in the instant case, closed as alleged infractions against GTE in Polk County. A breakdown of the 10 complaint classifications are as follows:

- 2 outage/delay in restoring service
- 3 delay in clearing trouble reports
- 4 continuous service problems (different problems)
- 1 delay of dial tone or call completion

Records show that none of the 10 customers with the outage/repair complaints live on Schaefer Lane in Lake Wales. Of the 221 complaints in Polk County, records show that only two are from the 696 Lake Wales Exchange (Oakwood Drive and Tiger Creek Forest), which also serve Mr. Wood and Mr. Perry. These files were closed with no alleged infractions against GTE.

Based on the foregoing, it appears that there were no unusual service problems in GTE's facilities that would have prevented Mr. Perry from completing calls to Mr. Wood's telephone number or prevented Mr. Wood from receiving calls from any other customer. Accordingly, staff recommends that the Commission find that the problems associated with Mr. Perry's inability to reach Mr. Wood were not caused by GTE's facilities.

ISSUE 2: Did GTE improperly disconnect Mr. Wood's telephone service on March 25, 1998 for nonpayment?

RECOMMENDATION: No. GTE did not improperly disconnect Mr. Wood's service on March 25, 1998 for nonpayment. (CLEMONS, SMITH, LEWIS)

STAFF ANALYSIS: GTE reported it mailed a late notice to Mr. Wood on March 10, 1998, for payment of \$232.27 by March 19, 1998. Since a payment had not been received, GTE stated that it temporarily disconnected Mr. Wood's service for nonpayment on March 25, 1999, and completely disconnected Mr. Wood's service for nonpayment on April 4, 1998. GTE reported that it reestablished Mr. Wood's account and restored the service with toll blocks on April 20, 1998, without payment and pending the outcome of his complaint. The company also stated that it did not bill Mr. Wood's account for the \$55 nonrecurring connection charge to reestablish his service. On May 5, 1998, Mr. Wood stated that he mailed his outstanding balance to GTE based upon staff's response that his payments could not be placed in an escrow account. GTE reported that it removed the toll restriction blocks from Mr. Wood's service on June 4, 1998.

Rule 25-4.113(1)(f), Florida Administrative Code, states, "As applicable, the company may refuse or discontinue telephone service under the following conditions provided that, unless otherwise stated, the customer shall be given notice and allowed a reasonable time to comply with any rule or remedy any deficiency: For nonpayment of bills for telephone service, including the telecommunications access system surcharge referred to in Rule 25-4.160(3), provided that suspension or termination of service shall not be made without 5 working days' written notice to the customer, except in extreme cases. The written notice shall be separate and apart from the regular monthly bill for service...." Rule 25-22.032(10), Florida Administrative Code, states, "During the pendency of the complaint proceedings, a utility shall not discontinue service to a customer because of an unpaid disputed bill."

Mr. Wood's concerns were related to a service problem, not a disputed amount. However, it appears that staff did not timely respond to Mr. Wood's statement about his intention of withholding his payments until the service problem was resolved. On the other hand, Mr. Wood chose to withhold his payments before he received staff's response to his statement about withholding payments. Additionally, it appears that Mr. Wood did not respond to GTE's disconnection notice. Staff believes that GTE did not violate any of the Commission's rules when it disconnected Mr. Wood's service on March 25, 1998.

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Although GTE could have made a better decision, given the extreme weather conditions, staff recommends that the Commission find that it did not improperly disconnect Mr. Wood's service on March 25, 1998 for nonpayment.

ISSUE 3: Has GTE issued the proper credits to Mr. Wood's account for the time out of service?

RECOMMENDATION: Yes. It appears that GTE issued the proper credits to Mr. Wood's account for the time out of service. (CLEMONS, SMITH, LEWIS)

STAFF ANALYSIS: GTE reported that it issued two \$25 Service Performance Guarantee credits to Mr. Wood's February 1998 and March 1998 bills. The company also stated that it issued \$1.78 service credit on his February 1998 bill. Additionally, GTE reported that it issued two service credits on Mr. Wood's June 1998 bill for \$2.14 (for not removing the toll block from May 9 to June 4) and \$1.65. When the customer's service was reestablished on April 20, 1998, GTE stated that it waived the \$55 nonrecurring connection charge. Mr. Wood chose to withhold his payments before staff responded to his concerns regarding withholding his payments and putting them in an escrow account until his service problems were resolved.

Rule 25-4.110(2), Florida Administrative Code, states, "Each company shall make appropriate adjustments or refunds where the subscriber's service is interrupted by other than the subscriber's negligent or willful act, and remains out of order in excess of 24 hours after the subscriber notifies the company of the interruption. The refund to the subscriber shall be the pro rata part of the month's charge for the period of days and that portion of the service and facilities rendered useless or inoperative; except that the refund shall not be applicable for the time that the company stands ready to repair the service and the subscriber does not provide access to the company for such restoration work. The refund may be accomplished by a credit on a subsequent bill for telephone service." Rule 25-4.070(3)(b), Florida Administrative Code, states, "Service Affecting: Clearing of service affecting trouble reports shall be scheduled to insure at least 95 percent of such reports are cleared within 72 hours of the report in each exchange as measured on a monthly basis." Since Mr. Wood's service was disconnected for nonpayment, the March 25, 1998 through April 20, 1998 service outage does not meet the requirements in Rule 25-110(2) for the time out of service credits. The company also

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verified that Mr. Wood's basic monthly local service charge is \$10.86, resulting in a daily charge of 36 cents based on a 30-day month. GTE reported that the \$50 Service Performance Guarantee credits were more than what Mr. Wood would have received for the time out of service credits (See Trouble Summary Report--Attachment 2).

It appears that GTE did not respond to some of Mr. Wood's trouble reports within 24 hours (as indicated by asterisks (*) in the left-hand margin of the Trouble Summary Report), resulting in a total of 46 days out of service credit times 36 cents equal \$16.56. Thus, it appears that GTE issued more than the proper credits to Mr. Wood's account for the time out of service. Additionally, staff believes that the Service Performance Guarantee credits do not apply in this case, only the time out of service credits (See GTE's Service Performance Guarantee tariff for residential service--Attachment 3). Again, the March 25, 1998 through April 20, 1998 service outage does not meet the requirements in Rule 25-4.110(2), since the service was disconnected for nonpayment, after the proper notice was sent to the customer by GTE. The company reported that it waived the \$55 nonrecurring charge to reestablish Mr. Wood's service.

Based upon the foregoing, it appears that GTE issued more credit to Mr. Wood's account than what he would have received for the time out of service, which exceeded the 24-hour repair time. GTE issued a total of \$110.57 credit (\$25.00, \$1.78, \$2.14, \$1.65, \$25.00, \$55.00) to Mr. Wood's account. Accordingly, staff recommends that the Commission find that GTE issued the proper credits to Mr. Wood's account for the time out of service.

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ISSUE 4: Should this docket be closed?

RECOMMENDATION: Yes. If no person whose substantial interests are affected by the Commission's order in this docket timely files a protest within 21 days of the issuance of this Order, the Order becomes final and effective upon the issuance of a Consummating Order and this docket should be closed. (CLEMONS)

STAFF ANALYSIS: If no person whose substantial interests are affected by the Commission's order in this docket timely files a protest within 21 days of the issuance of this Order, the Order becomes final and effective upon the issuance of a Consummating Order and this docket should be closed.

Bill Wood 941-696-9542

ATTACHMENT 1

Month	Bill Amount	GTE Reg	other Reg	NonReg	Payments/ Adjustments	Balance Due
1997 October	89.99	18.42	65.87	5.70 Vartec	No payment	89.99
November	128.37	22.54	105.83		No payment	218.36
December	91.76	18.42	69.34	4.00 PPC	89.99 payment	220.13
1998 January	164.42	38.85	107.93	1.97 GTE 15.67 other	128.37 payment	256.18
February	94.61	27.16 (25.00) SPG	91.45	1.00 GTE	91.74 payment 178.00 ad	257.27
March	262.48	28.86	192.30	1.42 GTE 39.90 GTEINS	no payment 25.00 adj local service	494.75
April	169.29	17.52	132.15	(.33) adj 19.95 GTEINS	no payment	664.04
April Closing Statement	(12.17)	(12.17) svc not used			no payment	651.87
May Final Bill	19.95			19.95	651.87 payment posted 05/09/99	19.95
June Final Adj	(19.95)			(19.95) writeoff		zero balance
Service disconnected - out complete - on April 4, 1998 due to nonpayment; service reconnected on 04/20/98. GTE waived the Non-Recurring installation charges of \$55.00. At the time service was reconnected.						
May New Bill	47.57	39.91	6.23	1.43		47.57
June	193.74	25.24	147.55	1.00 19.95	No payment 2.14 time OOS credit (06/08/98)	239.17

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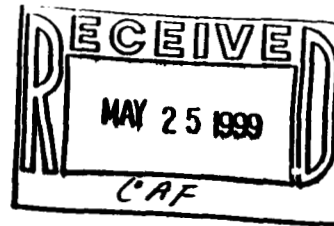
ATTACHMENT 1

Month	Bill Amount	GTE Reg	other Reg	NonReg	Payments/ Adjustments	Balance Due
June credits	(33.25)				1.65 line ODS credit 31.60 toll adj	205.92
July	65.11	15.30	32.82 59.73	1.02 (43.76)	No payment	271.03
August	86.33	24.55	28.14 24.10	1.00 8.54	207.57 payment	149.79
September	136.80	20.89	106.40	1.00 8.51	63.46	223.13
October	63.42	19.15	8.25 50.16	1.95 (16.09)	86.33 payment 136.80 payment	63.42
November	202.74	20.89	51.84 128.06	1.95	No payment	266.16
December	202.07	15.78	37.14 138.27	1.95 8.93	63.42 payment 231.57 payment	173.24
1999 January	131.57	25.16	42.67 56.78	1.95 5.01	130.70 payment 46.79 USBI adj 5.15 Excel Adj	122.17
February	133.14	20.04	19.36 87.31	1.95 4.48	No payment 50.00 Sprint adj	205.31
March	84.03	16.63	39.52 25.93	1.95	122.17 payment	167.17
April	22.89	15.78	5.16	1.95	83.14 payment 84.03 payment	22.89
May	69.51	32.12	35.44	1.95		92.40

June 12, 1998

To: Lennie Fulwood

Re: Bill Wood 941-696-9542



ATTACHMENT 2

Date of Report	Type of Trouble Reported	Date Cleared/ Closed	Trouble Found/ Kind of work performed
05/01/97 8:57 am	Noise Hum Water in line	05/01/97 2:28 pm ✓	C-wire/ lightning damage Repaired C-Wire
06/24/97 4:22 pm	No Dial Tone / Hum Lightning hit line	06/25/97 10:22 am ✓	Cwire / lightning damage again Repaired C-wire
06/25/97 5:31 pm	No Dial Tone - Customer says phone never worked since tech was out on 06/24.	06/26/97 9:57 am ✓	Miscellaneous; non service affecting
06/26/97 10:09 pm	Noise-Static at Dmarc. Repeated trouble.	06/27/97 3:03 pm ✓	No Access.
* 11/10/97 2:33 pm	Cant be called from 696-2858 (William Perry). *** Caller gets disconnect recording.	11/11/97 4:17 pm	Miscellaneous ; non-service affecting
11/29/97 6:01 pm	No Dial tone - Cant bel Called, short ring; caller reaches disconnect recording.	11/30/97 1:13 pm ✓	Customer error. Wrong number programmed for Call Forwarding feature.
* 12/12/97 7:09 pm	Cant be called; Caller reaches disconnect recording on line.	12/15/97 2:25 pm	Miscellaneous Came Clear
* 12/18/97 8:56 pm	Cant be called	12/20/97 1:26 pm	Miscellaneous; non service affecting
* 12/23/97 5:27 pm	Cant be called; caller reaches disconnect recording	1/19/98 10:31 am	Changed customer's line card.
* 01/19/98 1:16 pm	Cant be Called ; caller reaches disconnected recording .	01/20/98 7:31 pm	No trouble found

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Date of Report	Type of Trouble Reported	Date Cleared/ Closed	Trouble Found/ Kind of work performed
01/21/98 1:07 pm	Cant be Called ; caller reaches disconnected recording .	01/22/98 11:14 am	Customer error; Equipment conditions
* 02/16/98 1:46 pm	Cant be called; hum in line	02/19/98 8:08 am	No Access
On April 27, GTE received a fax from Mr. Wood, indicating the Mr. Perry could not call him from down the street. GTE Local Manger made a premise visit and gave Mr. Perry a new telephone instrument to try. Also that same day, GTE Transmission and Protection Engineers tested call cable facilities and made three to four test calls from protector to protector with no failures.			
04/27/98 11:12 pm	Noise; beeping on the line	04/28/98 10:00 am	Came Clear
* 05/01/98 9:43 on	Service cuts off	05/03/98 10:39 am	Changed Line equipment in the central office
05/06/98 9:59 pm	Noise hum	05/07/98 3:45 pm	No access

*** You will recall, it was later determined that Mr. Perry was sometimes misdialing.

Please let me know if you require additional information. On the repair tickets cleared out to Miscellaneous- this is all the information there is on the ticket, therefore I cannot provide any more information than this.

Regarding Credits:

Customer was given two SPG's (\$25.00 each) a total credit of \$50.00.

One credit appeared on the February 1998 bill and one appeared on the March 1998 bill.

In addition, to foster customer relations, when the service was reconnected in April, we waived the Non-Recurring charges for installation. The amounts to approximately \$55.00 credit.

On June 4, the toll restriction was removed from Mr. Wood's account. The agreement was the restriction would stay in place until the past due bill was paid. The account was paid on May 9, however there was no follow-up on the account to recognize the payment and that the toll block should be removed. All Mr. Wood would have needed to do was call us and we would removed the block. On June 4, the customer was contacted and he provided LCI (CIC 432) has his choice for Interlata and Intralata presubscribed carrier. A credit of \$2.14 was issued for the toll block charge from May 9 to June 4.

2/9/99
2:02 pm

INSIDE Wires

2/10/99
1:22 pm

Corrassion.

WIC FLORIDA
INCORPORATED

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A2. GENERAL REGULATIONS

A2.4 Payment Arrangements and Credit Allowances (Continued)

7. Service Performance Guarantee (Continued)

a. Business (Continued)

- (5.) The credit will not apply to "out of service" conditions resulting from:
- (a.) Willful neglect, misuse or abuse by the customer.
 - (b.) Problems in the customer's premises equipment or in the customer's inside wire.
 - (c.) Natural disasters, labor difficulties, governmental orders, civil commotions, general network failure, cable cuts affecting more than 5% of the Company's customers or circumstances beyond the control and/or knowledge of the Company.
 - (d.) Temporarily or permanently discontinued service due to nonpayment of bills.

(6.) (Deleted)

b. Residence ←

- (1.) If a residence customer requests installation or repair of Company-owned facilities used to provide service offered under this Tariff, and the installation or repair is not completed as agreed, the customer will be eligible to receive a credit of \$25.00. One credit per order or trouble report may be applied for the affected service to which the customer subscribes to in this tariff.
- (2.) Each credit shall be limited to the amount described above for the particular line or lines associated with the service to be installed or repaired.
- (3.) Credit will be provided in accordance with the above conditions at the request of the customer. The Service Performance Guarantee will appear as either a \$25.00 credit on the customer's bill or something of equal value, as mutually agreed upon between the customer and the Company, will be provided to the customer. (N)
|
(N)
- (4.) Credit will be extended in accordance with the above conditions only for installation or repair of Company-owned facilities used to provide services offered in accordance with this tariff.
- (5.) The credit will not apply to "out of service" conditions resulting from:
- (a.) Willful neglect, misuse or abuse by the customer.
 - (b.) Problems in the customer's premises equipment or in the customer's inside wire.
 - (c.) Natural disasters, labor difficulties, governmental orders, civil commotions, general network failure, cable cuts affecting more than 5% of the Company's customers or circumstances beyond the control and/or knowledge of the Company.
 - (d.) Temporarily or permanently discontinued service due to nonpayment of bills.

(6.) (Deleted)

A2.5 Liability of the Company

.1 Service Irregularities

- a. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the services or facilities furnished by the Company (including, but not limited to, exchange, toll, private line, supplemental equipment and directory services) shall in no event exceed an amount equivalent to the proportionate charge to the subscriber for the period of service during which such mistake, omission, interruption, delay, error or defect occurs as provided in A2.4.4.

DOCKET NO. 990861-TL
DATE: JULY 15, 1999

ATTACHMENT 3

Printed by Shirley Stokes 5/20/99 9:32am

From: DEBORAH @ SMTP {deborah.kampert@telops.gte.com}
To: Lennie Fulwood
Subject: Mr. Wood

-----NOTE-----5/20/99 9:24am-----

CC: DEBBY @ SMTP ("debby") {debby%RGA.INDAF%FLTPA@telops.gte.com}, Shirley S

Return-Path: <deborah.kampert@telops.gte.com>

Received: from gtedsftw.bdi.gte.com (192.76.86.65)

by mail.psc.state.fl.us (Connect2-SMTP 4.30A.1000128);

Thu, 20 May 1999 09:25:50 -0400

Received: by gtedsftw.bdi.gte.com id JAA20321

(InterLock SMTP Gateway 3.0); Thu, 20 May 1999 09:25:52 -0400

Received: by gtedsftw.bdi.gte.com (Internal Mail Agent-2);

Thu, 20 May 1999 09:25:52 -0400

Received: by gtedsftw.bdi.gte.com (Internal Mail Agent-1);

Thu, 20 May 1999 09:25:52 -0400

Date: Thu, 20 May 99 9:24:09 -0400

Message-Id: <vines.K018+un+FrA@flttpstc006.tmtrfl.tel.gte.com>

X-Priority: 3 (Normal)

To: <lfulwood@psc.state.fl.us>

Cc: <sstokes@psc.state.fl.us>, "debby" <debby%RGA.INDAF%FLTPA@telops.gte.com>

From: "Deborah Kampert" <deborah.kampert@telops.gte.com>

Reply-To: <deborah.kampert@telops.gte.com>

Errors-To: <deborah.kampert@telops.gte.com>

Return-Receipt-To: "Deborah Kampert" <deborah.kampert@telops.gte.com>

Subject: Mr. Wood

X-Incognito-Sn: 560

X-Incognito-Version: 4.11.23

Mime-Version: 1.0

Content-Type: text/plain; charset=us-ascii

I found one other repair ticket since I sent out the overnight package. ←

Report of No dial tone

Report received 07/18/98 9:06 pm

cleared 07/19/98 2:42 pm

Cleared as "Repaired Protector"

Note: service restored within 24 hours.

debby Kampert