

BEFORE THE
DIVISION OF ADMINISTRATIVE HEARINGS

FILED

00 JAN -5 AM 11:10

CLAVIN "BILL" WOOD,

Petitioner,

vs.

GTE FLORIDA, INC.,

Respondent,

and

PUBLIC SERVICE COMMISSION,

Intervenor.

DOAN CASE NO.: ~~99-3593~~

99-3595 W79

FPSC DOCKET NO.: 990861-TP

ORIGINAL

PROCEEDINGS: HEARING
Volume 2 of 2

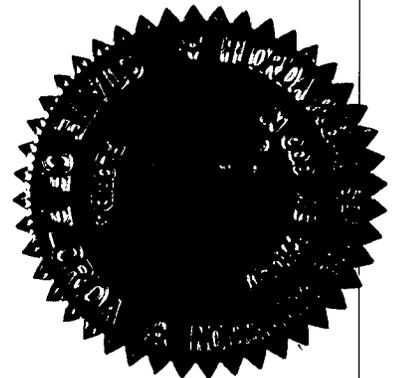
BEFORE: WILLIAM QUATTLEBAUM
Administrative Law Judge
Division of Administrative
Hearings

DATE: December 8, 1999

TIME: Commenced at 9:00 a.m.

PLACE: Administration Building
201 West Central Avenue
Lake Wales, Florida

REPORTED BY: Catherine R. Flyte
500 South Florida Avenue
Suite 600
Lakeland, Florida



I-N-D-E-X

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

December 8, 1999

CALVIN WOOD

Direct Examination by Mr. Wood	7
Cross-Examination by Ms. Caswell	55
Cross-Examination by Ms. Clemons	82
Redirect Examination by Mr. Wood	92

DEBBY KAMPERT

Direct Examination by Ms. Caswell	97
Cross-Examination by Mr. Wood	100

LEROY RASBERRY

Direct Examination by Ms. Clemons	111
Cross-Examination by Mr. Wood	123
Redirect Examination by Ms. Clemons	132

LENNIE FULWOOD

Direct Examination by Ms. Clemons	133
Cross-Examination by Ms. Caswell	140
Cross-Examination by Mr. Wood	141

REPORTER'S HEARING CERTIFICATE	151
--------------------------------------	-----

BEFORE THE
DIVISION OF ADMINISTRATIVE HEARINGS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CLAVIN "BILL" WOOD,	:	
	:	
Petitioner,	:	DOAN CASE NO.: 99-3593
vs.	:	
	:	
GTE FLORIDA, INC.,	:	
	:	
Respondent,	:	FPSC DOCKET NO.: 990861-TP
	:	
and	:	
	:	
PUBLIC SERVICE COMMISSION,	:	
	:	
Intervenor.	:	

Hearing in the above-styled cause was held on December 8, 1999, at 9:00 o'clock a.m. in the Administrative Building, Hearing Officer, Division of Administrative Hearings, Lake Wales, Polk County, Florida before William Quattlebaum, Hearing Officer of the above-styled court.

Appearances were: Calvin Wood, pro se, for the Petitioner; Kimberly Caswell, Esquire, for the Respondent; Donna Clemons for the Intervenor and the official court reporter.

Thereupon, the following proceedings were had and taken:

HEARING OFFICER: Are you ready to call your next witness?

MR. WOOD: Yes, Your Honor. One of the people

1 who I like to preface calling Mr. Burford. He's one
2 of the people who I was trying to get ahold of me from
3 out of town. And Mr. Keiser at GTE I understand
4 talked to with Mr. Burford and verified his complaint.
5 And I would like to call Mr. Burford and the clerk set
6 up a telephone back here, so we can talk to him on
7 speaker phone. I understand the rules permit this and
8 the parties have agreed to allow you to swear
9 Mr. Burford in, if you would. And we can go ahead
10 examine and cross-examine him by speaker phone.
11 Again, they said there's no objection for it.

12 I'll have another one after that Mr. John Plescow
13 with the PSC. Who the PSC has agreed to provide him
14 in that manner.

15 MS. CLEMONS: Your Honor, I did inform Mr. Wood
16 that I didn't mind making John Plescow available for
17 testimony telephonically. But I specifically
18 instructed him that he needed to clear that with you
19 yesterday and get your permission.

20 HEARING OFFICER: My concern in this kind of
21 thing and it's probably more technical than anything
22 else. Is that there's nobody there to swear in
23 whoever it is you are calling on the phone.

24 MR. WOOD: We -- I've seen it done other times
25 and the Judges always sworn him in. Initiated the

1 call and sworn them in.

2 HEARING OFFICER: Where have you seen it done?

3 MR. WOOD: Pardon?

4 HEARING OFFICER: Where have you seen it done?

5 MR. WOOD: Up north. I have seen it done -- I
6 don't -- I haven't been -- this is one of the first
7 Florida courtrooms I have ever been in.

8 HEARING OFFICER: Generally the only time that I
9 would do anything like that if there's either a court
10 reporter, a notary public or somebody who's authorized
11 to identify someone and --

12 MR. WOOD: It's my understanding that the parties
13 can even waive the oath if they want to. And, you
14 know, I don't think the oath should be waived. His
15 testimony is very brief, it's someone from the
16 telephone company called and he told them that he
17 couldn't get a hold of me. Very brief.

18 MS. CLEMONS: Your Honor, if I may. Mr. Wood had
19 time to address the telephonic testimony with you
20 prior to this date. And I don't think it's
21 appropriate for us to, to go through this now. He
22 could have sought your permission at an earlier date
23 and you could have told him granted on the condition
24 that we have a notary or somebody there to swear these
25 witnesses in and he did not do that.

1 I sent him several e-mails yesterday saying make
2 sure that you contact the judge's office and get their
3 prior approval.

4 MR. WOOD: I had -- I -- I was making
5 arrangements for someone to be there, notary as
6 required by the rules. My understanding is that the
7 parties can waive the requirements.

8 HEARING OFFICER: The parties can't waive the
9 requirements in an evidentiary hearing to eliminate
10 swearing in witnesses.

11 MR. WOOD: Okay. And you'll have someone there,
12 a notary to swear this man in, Mr. Plescow.

13 MS. CLEMONS: Not on this short notice, Your
14 Honor.

15 MR. WOOD: Apparently counsel should know the
16 rules better than me. I'm a pro se out here trying to
17 work my way through the rules and it's difficult.

18 MS. CASWELL: Your Honor, I would also point out
19 to Mr. Wood to my knowledge did not give us his
20 witness list with Mr. Burford even on it. Maybe --
21 did you do that today.

22 MR. WOOD: I concluded it in my preliminary
23 statement, yes.

24 MS. CASWELL: But I would point out that he's had
25 months, he's had months to settle this matter as

1 Ms. Clemons has pointed out.

2 HEARING OFFICER: I just, you know, I mean, I
3 don't know of anybody at least in my agency who's
4 willing to swear in people that we can't see, can't
5 identify and don't have anyway of making sure that
6 they are who they say they are. And I'm not going to
7 be first one to do it.

8 MR. WOOD: Good ruling, Your Honor. Thank you
9 for the ruling. In that case I would like to present
10 some testimony.

11 HEARING OFFICER: Okay. Since you got all your
12 papers why don't you just stay there.

13 MR. WOOD: Okay.

14 HEARING OFFICER: And if you'll raise your right
15 hand.

16 CALVIN WOOD, having been produced as a witness on
17 behalf of the petitioner, and having been first duly sworn,
18 testified as follows:

19 DIRECT EXAMINATION

20 MR. WOOD: My name is Calvin Wood. I live at
21 10577 Schaefer Lane. And I bought that property back
22 in 1986 and I built my house there. And I've kept and
23 the maintained it through the present. Up until early
24 1997, it was at the beginning of the rainy the season
25 when lightening hit the line. I had pretty good

1 service with GTE I had no complaints. But after
2 lightening hit for some reason or another service was
3 never properly restored and deteriorated in fact. We
4 had many, many problems and more the problems went on
5 and the worse the service got.

6 It's my contention that this should never be here
7 today because I think everybody knows that GTE is
8 required to provide what, by their own words, plain
9 old telephone service. And what does that mean today.
10 Well, I tell you exactly what it means to me. I
11 should be able to pick up my phone, it should have a
12 dials tone. I should be able to either use tone or
13 pulse dialing and call someone in another place and be
14 able to reach them.

15 Basically today I think plain old telephone
16 service means a little more than it did 50 or 75 years
17 ago. I remember when I was a kid you would crank on
18 the side of the phone and the operator would answer it
19 and you held the thing to your ear and you spoke to
20 the thing on the phone, one of those old wooden box
21 phones and the operator would connect you to where you
22 wanted to the go. But telephone service has changed
23 radically since then.

24 So today plain told telephone service includes
25 those amenities which go along with with being able to

1 talk on it. Today we've been on our fax machines, to
2 transmit information. And the rules clearly permit
3 fax transmittals over the telephone wires. And if the
4 service on the line is so noisy or so bad or -- or you
5 keep this getting disconnected, while you're sending
6 the fax. That's not from my experiences equal plain
7 old telephone service.

8 While GTE claims another division has Internet
9 service it provides it over the wires that I pay them.

10 MS. CASWELL: Objection.

11 MR. WOOD: Your Honor, this is the relevant I'm
12 defining plain old telephone service.

13 MS. CASWELL: By saying it's -- Internet service
14 is included in plain old telephone service in your
15 view?

16 MR. WOOD: No, the ability to get Internet
17 service. In other words the wires need to working
18 properly so that I can -- I can hook to the Internet.
19 That today is plain old telephone service. Everybody
20 just about got e-mail and ability to search the
21 Internet. And its -- its I think it's so common that
22 I don't think there should be any questions raised
23 about the ability to use those lines coming into my
24 house in order to assess those services.

25 And I think when people call me whether they're

1 from down the road or from out of state and they keep
2 getting a disconnect signal or a recording that my
3 phones been disconnected or my phone and fax is
4 suppose to be working. I'm not being provided with
5 plain old telephone service. And the fact that the
6 problems that's it's intermittent, isn't my problem.

7 I'm required to call GTE and say hey, you know,
8 something's wrong, something's happening my -- my --
9 and for months my phone service was so noisy that I
10 couldn't talk to people because of the noises over it.
11 And this wasn't just a problem that they fixed it was
12 a continuing problem and they knew about it.

13 I -- I would be talking on the phone and I would
14 be disconnected. And that does not equal plain old
15 telephone service. I would send a fax and it would be
16 so noisy that the information would not transmit. And
17 the same thing with the Internet service, the
18 information would not transmit over the GTE lines
19 because of the high level of noise.

20 I hate to get involved in the processes like
21 this, there's no money there's only expense for me in
22 coming here today. Yet I don't know what to do. I --
23 because I worked for months with GTE, I worked from
24 the early summer of 1997 up until the end of December
25 trying to get plain old telephone service. And never

1 got it. And finally out of rude necessity I was
2 forced to file a complaint with the PSC. And when I
3 did that at a, you know -- as you know and while my
4 communication with GTE went on they said that
5 basically they would help me get my -- get my
6 telephone service restored to, you know, a usable
7 level.

8 And they said that I was the only place they had
9 to go and as a practical matter it is. And there
10 number is right in front of the phone book, they
11 furnish it right on that. And when I went to file one
12 I had no problem finding them. And after months I was
13 finally felt I was forced to.

14 In 1996 the VA said I was totally and permanently
15 disabled. I've been working with the VA and I've been
16 working with vocational rehabilitation in Winter Haven
17 trying to get back to work. And even though I'm
18 disabled, the American Disabilities Act says it does
19 mean I have the right to work and do the things that I
20 can do. And the things that I can do involve the use
21 of a telephone. But when I can't talk to people
22 because of noise on the line is so loud that I can't
23 understand the conversation or they can't understand
24 me. When I can't transmit information to them by fax
25 or otherwise, I simply can't, you know, sustain any

1 type of business where I need to get ahold of people
2 where they need to get ahold of me.

3 And GTE knew this because I talked to the people
4 and I tell them I'm disabled, you know. I need and
5 you know I'm trying to get ahold of this these people.
6 You know, I anticipate work from them. Including Mr.
7 Burford in Calcuts (phonetically) he's an attorney up
8 there. And he was with an organization that I done
9 with some work with before. And after I filed the
10 complaints and it soon became obvious to me that the
11 service became worse. That I would -- I would call
12 about trouble and someone would come out and they
13 would look around and I never found out what they were
14 doing or what they were trying to do. And they would
15 leave and my phone service would still be bad.

16 And I know it's not from from that original
17 lightning strike because they claimed they had another
18 lightning strike. But what it is I don't know, but
19 that's their problem. It's what I pay my bill for,
20 it's why they're a monopoly and they're the only boys
21 in town that you get local telephone service from.
22 And I expected them to provide me with that minimum
23 service. And it's very hard to find people who don't
24 get you. It's find easy to find people who do get
25 you, but it's very hard to find people who don't get

1 you. Especially when they call you and your phones
2 been disconnected they are told.

3 So after the PSC came in, I guess, it was early
4 January 1998, Mr. Fulwood got in touch with me. And
5 he let me know that yes he would work with me and that
6 they would represent me and they would help me get my
7 service restored. That they could make GTE give me
8 service. And I depended on him. And the entire time
9 that I was working with GTE and the PSC, I was totally
10 open, totally candid gave them all the information I
11 had whether it was written oral or what. I passed it
12 onto them. And it was especially important with GTE
13 because it knew they were representing me and needed
14 this information. And without it I mean, you know,
15 they wouldn't be able to properly represent me.

16 And after it started I was told by Mr. Fulwood
17 that I was entitled to -- actually after 30 days, I
18 would ask for an informal conference and we could meet
19 and try to work out the problem, you know, what did
20 GTE need to do, what the PSC, what I needed to do.
21 Because I only wanted one thing and that is plain old
22 telephone service. And it became apparent after the
23 period of time to me, that they -- that my pair that I
24 was on was defective. Either the wiring or the
25 connections in it somewhere were spliced was

1 defective, and the reason why I know this because I
2 worked with this type of stuff in Vietnam in the
3 service and we had basically the same type over there,
4 the equipment we have over here, the difference is
5 ours was smaller and mobile. But the physics and
6 principals are all the same on this stuff. And I
7 repaired the equipment and the whole nine yards and
8 ran tests on it. And I know what GTE mostly can do
9 I'm sure there's been some improvements in the test,
10 but the test all remain the same.

11 And I know that when you keep having a problem
12 like this you have a defective pair and you need to
13 change it. GTE did that too and what I found out
14 later, from GTE, is that they never had any extra
15 pairs. Nowhere. That all their pairs, extra pair
16 that they had cables out there were defective.

17 So shortly after I filed a complaint I started
18 going around and talking to my neighbors, you know,
19 how's you all telephone services, and Mr. Walrath he
20 says well, you know --

21 MS. CASWELL: Objection. This hearing doesn't
22 concern anyone's telephone service.

23 MR. WOOD: Your Honor, this concerns an
24 investigation that I made, one, that should have been
25 made by GTE and I'm sure that they were aware of

1 Mr. Walrath's problems. I think this is going to show
2 GTE violated the section where they were -- where
3 there's substantial nonservice in an area that there's
4 suppose to report it to the PSC and they didn't.

5 And so what happens to these folks who were in
6 the same cable pair that I was is extremely relevant.

7 MS. CASWELL: It's overruled. Go ahead.

8 MR. WOOD: I talked with Mr. Walrath and he
9 says -- he says man, we've been having problems for
10 about two years now and he says we've called GTE many
11 times. And he says it's still not working right. He
12 says we're in the middle of a long distance to one of
13 our kids, who are out of state, and we just get
14 disconnected. So we have to go back and sometimes we
15 have to wait a few minutes and then we can get a call
16 through, sometimes we can't, but usually we get a call
17 through. So but he said this has been happening to
18 him for years and GTE won't do nothing.

19 Now Mr. Walrath, is totally disabled and so is
20 his wife. And they're probably in their mid 60's
21 somewhere or later. And he is -- he's the second
22 neighbor up the street. The first neighbor up the
23 street, I know is Richard Saria (phonetically) and I
24 was personally aware when lightning hit Mr. Saria's
25 telephone line, he was out three days before they even

1 came out to look at it for repair and he's off
2 another, I think it was two days to repair his line.
3 And Mr. Saria is Asian and he's also probably pushing
4 60 or probably over 60. His command of English is
5 basic. He is not disabled, but his wife is.

6 And I went across the road then to Mr. Raymond
7 Higgins. And Mr. Higgins was fortunate or unfortunate
8 enough to have the junction box where my cable hooked
9 into and where most of the neighbors around there
10 hooked into. And he was having problems and he got to
11 talk to the workman that came. And that's where I
12 first learned of the defective pairs that they had out
13 there and that they never, you know, that they never
14 had done repairs or serve the people that was there.
15 Mrs. -- but he -- he would then call me when the GTE
16 people were up there working in that area. And I --
17 at certain times I went up and talked to the workmen
18 they almost all subcontractors that were working up
19 there.

20 And they would tell me, you know, this is the
21 some of the worse cabling that we've ever seen. He
22 said -- like the cable -- pair number 10 comes down so
23 far and the then they switch it over to like pair
24 number 20. And I'm using this as an example, I don't
25 remember the exact numbers, and he says it comes down

1 the road a little further and then it goes back to
2 pair 18. And he says this is a nightmare to work,
3 it's almost impossible to work.

4 And anybody who's worked on the telephone lines
5 knows that, you know, pair 10 should go all the way
6 through, pair 20 should go all the way through and
7 pair 18 should go all the way through. But GTE it
8 became obvious was doing this and to try to get around
9 broken pairs in sections of the cable and they were
10 switching the things, rather than repairing them. And
11 we've heard some testimony up here that they had the
12 facilities to go in and repair the cable, it's common.

13 I went down the road to Siel (phonetically)
14 Schaefer, Siel and his wife are senior citizens, he
15 has cancer and had cancer back then and he's still
16 fighting it. And he told me that there were times
17 that they went days without telephone service. And he
18 never knew when he was going have to go to the doctor
19 or call an ambulance. And GTE wouldn't fix his.

20 James Sheppard had a relatively new house down
21 the road, and he said he had problems with -- with
22 basically the quality of the line service. There's a
23 lot of noise and, you know, made it very difficult for
24 him to talk. And all of these -- if people would call
25 GTE to come fix the problem and the problem was never

1 fixed.

2 Now, one up until recently almost all of this
3 cable was -- was above the road aerial cable. And
4 there's only one cable coming down Schaefer Lane,
5 that's it. They've replaced that cable it was
6 finished by August of 1998. My entire feeder was
7 replaced. Mr. Higgins feeder was replaced off of that
8 new cable. Several peoples feeder was replaced
9 including Annette Freedento (phonetically)
10 Hollingsworth. And I'll give you the spellings.

11 And she showed me they had to replace hers with
12 the new one and it ran across the yard and it had been
13 there for over a year. And they still hadn't, you
14 know, come in and given her an installation on it and
15 they ran over it every day with the car. And it
16 wasn't until after my complaint was filed and I
17 brought these people in that any work on these other
18 peoples' places was done. And they finally, after I
19 complained and gave the PSC this list that her -- her
20 cables were buried, and I was up there, and I saw them
21 burying it.

22 Martha Negrite -- oh, James Sheppard him and his
23 wife are senior citizens, mid 60's probably. Martha
24 Negrite, the daughter of a Hispanic couple. Their --
25 her parents live there, they don't speak English. And

1 she said that they'd never had good phone service
2 there it was always bad and they were always -- it was
3 always interrupted and GTE would come out and it would
4 be fixed for a few days and it was gone again.

5 And with what little Spanish I spoke I talked to
6 her mother who basically agreed that you know, that
7 the phone service and -- I think it's in her mother's
8 name -- that the phone service there had been very bad
9 and GTE wouldn't fix it.

10 And William Perry. William Perry is probably 79
11 or 80 years old right now. He's the first person I
12 met probably when I moved to Schaefer Lane. He was
13 the second person to move into the subdivision there.
14 He knows everybody intimately -- he knows all -- he's
15 one of those folks that has all of the gossip and
16 what's happening to everybody and he's very alert.

17 When I first came to Lake Wales, I wasn't
18 disabled, but I was very sick. And the disability
19 process was in, in swing then. And Mr. Perry called
20 me once or twice every day depending on how I was
21 feeling to check on how I was. And there were times
22 that because I was there alone that there were days
23 that I really didn't feel like even getting up or
24 getting anything to eat. And I had heart problems,
25 I -- probably six or seven months after I was in or

1 back from up north into the Schaefer Lane property, I
2 had a heart attack in or I was starting to have a
3 heart attack in Winter Haven was in the hospital for
4 it. I had Nitro and I take it --

5 MS. CASWELL: I'm going to have to object,
6 because I don't see the relevancy and I think it's
7 just to prolong the hearing.

8 MR. WOOD: Your Honor, I'm entitled to 911
9 service.

10 HEARING OFFICER: I'm going to allow Mr. Wood to
11 testify.

12 MR. WOOD: And to this day, I still have heart
13 problem and I still carry Nitro. My triglycerides
14 within roughly the past year have been up to the
15 eleven thousand. And the norm for triglycerides is
16 somewhere about 200 to 400. And I told GTE customer
17 service, and I've told the installers, I said people
18 I've got to have my phone working because I don't know
19 when I'm going to have to go to the hospital again.
20 And the Winter Park was the second time, I was up
21 north the time prior to that when it happened and I
22 went in the VA hospital for two weeks.

23 And it's -- it's very scary being there, when you
24 don't know when you pick up the phone if you have a
25 dial tone. When you pick up the phone are you go

1 going to be able to call for help. And this was
2 probably the reason, it was the reason that I finally
3 filed a complaint with the PSC because I was afraid to
4 stay by myself without phone service.

5 And about starting about November of 1997
6 Mr. Perry was not able to get ahold of me on a regular
7 basis. And I said I called him grandpa, he's an old
8 grandfatherly type person, I said grandpa are you --
9 are you dialing the wrong number. And he says, no I'm
10 dialing the right number. And would I go to his house
11 and I would say dial my phone my answering machine's
12 on. And he would dial it and I'd watch, it looked
13 like to me he was dialing the right number and he
14 would get the disconnected thing. It was the third
15 time that I went up and he did that. I said let me
16 try it. No, he said you try it. Because he knew
17 that -- that what I was thinking that he was dialing
18 the wrong number. And I tried it several times after
19 that and I got -- either I couldn't get through, the
20 typical thing was the disconnect. My phone had been
21 disconnected and was no longer in service.

22 And I know what GTE was talking about with
23 Mr. Perry and I know the PSC was talking about with
24 Mr. Perry, because I had the same doubts. And in
25 order to massage them and to be sure that they was

1 aware of Mr. Perry's problem. When my phone was
2 working I would put a conference call in, I'd call Mr.
3 Perry, I could call him usually and then I'd get GTE
4 on the phone and Mr. Perry would tell them what was
5 happening. And that was just him filing his
6 complaint. Because he didn't get through to GTE or
7 what to do when he got on and I would connect him with
8 the right person and they would take his complaint.

9 I did this at least four time and I'm certain
10 more. And it was a concern to me because Mr. Perry
11 was basically a life line to me. And if something had
12 happened to me that I -- that I couldn't phone and
13 Mr. Perry couldn't get through with me. He came down
14 several times two or three times when he couldn't get
15 through, just to see if I was okay. But without him
16 being able to get ahold of me, I would have been -- I
17 would have had real problems. Those problems still
18 exists today. I still have heart problems. I have
19 heart pains, I'm a diabetic, I don't have as much as
20 normal people. I have pains in my neck, in my
21 shoulders, down my arms to a certain extent. And I
22 still have to have telephone service, basic -- basic
23 telephone service.

24 And I understand how GTE after a time period you
25 keep filing complaints, you become a plain old pain in

1 the butt. I had -- I didn't know what else to do, I'm
2 obligated to file a complaint, let them know the
3 problem. And if they fixed it good and sometime they
4 fixed it for a day, two days. Sometimes they wouldn't
5 fix it all and it wouldn't be fixed when they left.
6 Sometimes they worked for a couple of weeks, it would
7 just be noisy and loud and hard to talk over. And
8 this again went on for a period of months.

9 And it wasn't nothing new, it's something that
10 anybody can go out to their little box, whatever, the
11 egg shaped whatever box it was, plug a phone in and
12 hear the noise on GTE's part of the line. And every
13 time before I called the telephone company, I took my
14 telephone out, I plugged into that box to see if the
15 problem was on my side. When I concluded that it
16 wasn't I would proceed to call GTE.

17 I had inside wiring service. Never at any time,
18 since I've had inside wiring service, have they wanted
19 to come in and check around. Now, when they installed
20 the new line they brought the line all the way through
21 and installed the new line they did do that. The
22 installers would tell me that the lines were bad. The
23 PSC repairman would tell me that the lines were bad.
24 They would tell me that my line was bad, but there's
25 no other place to hook me on. And that -- that the

1 fact that, you know, that I was getting cut off in the
2 phone calls was because probably -- they did pretty
3 much substantiated it was because the wire was broken
4 and when the wind would blow a certain way it would
5 pull apart and then when the wind would slack down it
6 would come back together again. And my own experience
7 with telephone lines. And I installed the telephone
8 lines for substantial part of Van Canh, Vietnam which
9 a village or a town about six or eight thousand people
10 probably. And I know that when there's -- when
11 there's a problem with the line you got to do one of
12 two things, you've got to trace it down, which is very
13 hard or you got to replace it.

14 GTE knows that if I did, and they knew that the
15 line had to be replaced. They never did that until in
16 April after the tornado in April of 1998, they tried
17 to transfer me in the Darty Drive cable to the
18 Schaefer Lane cable. All continue cables in that area
19 come from a switching station. And in a switching
20 station you have places like, if you -- if you have a
21 lightning strike the only continue portion of the
22 service will be discontinued and the rest of that will
23 continue. And -- and the lines that go out from these
24 switches out in my case one down Darty Drive and it
25 was probably a mile, a mile and a quarter from the

1 switching station to my house. The one they switched
2 me to went approximately two miles down State Route
3 60, it went up Silvio Lane for about a quarter of a
4 mile and then about two miles down Darty Drive or down
5 Schaefer Lane and terminated there in the box where my
6 line came out of. And I don't know how far back
7 they're replaced it, but it's my understanding from
8 talking to the people who worked out there they
9 installed it at least back to State Road 60, they
10 replaced it. I know after they got through with the
11 replacements out there we had good telephone service.
12 But before that we didn't.

13 Now, the people, I have eight people here and
14 that's a -- that's a big part of the people that live
15 on Schaefer Lane that has phones. Most of Schaefer
16 Lane is still undeveloped lots or five acre lots, most
17 of them -- this many people being on on Schaefer Lane,
18 I believe, would meet the definition of a substantial
19 outage in an area, because this I'm pretty sure
20 represents over half -- over half the people. And
21 since that time there's been some new houses moved in,
22 new trailers moved in, new people moving in. But one
23 of the lady's, the lady across the road McDonald, who
24 lives across the road from Mr. Perry had her phone
25 disconnected for nonpayment, two weeks later she paid

1 her bill and found out that GTE had given her line to
2 someone else that had moved in and they didn't have
3 any place to reconnect her and it was almost a month
4 before they got her reconnected. And all of these
5 folks came down the same pair of cables. And I
6 followed them down the road telephone pole to
7 telephone pole, there's box up where there's
8 connections and where the lines branch out to the
9 various houses periodically, but there's basically one
10 cable serving all of Schaefer Lane. Which is a row --
11 Schaefer and Silvio which is the part of the same
12 subdivision which is almost two miles. After I talked
13 with my neighbors, I said, you know, they said what
14 can we do, and I says, you know, we can try to get you
15 to intervene in my case. Again, they were disabled,
16 they didn't speak good English, they were old or a
17 combination. And they didn't know what to do. And I
18 said, you know, I can't represent you or anything,
19 but, you know, I can help, you know, maybe get in and
20 get your problems taken care of.

21 And they signed the first document that I have on
22 my exhibit list and asked to intervene. And this
23 is -- this is the intervention that Mr. Fulwood
24 indicated to me was improper. And these are the same
25 people that he said was not relevant to my case and

1 that he felt that he didn't have to look at. And if
2 I'm not mistaken, I don't want to misquote him, but I
3 think that his boss said stick to my line. But we
4 were all on the same cable, all in the bucket being
5 that one line that came down Schaefer Lane.

6 I'm not going to even attempt to go into all of
7 the communications because I developed a -- a habit
8 over the years of trying to document what happens and
9 my feelings and my thoughts and transferring to the
10 other people. Sometimes I'm little mad and I may
11 express it, I try not to be, I try to be objective.
12 But one of the first things that I want to bring up
13 that was a written document, is my letter of February
14 3rd, 1998 which the second document that I submitted.
15 And I'm not sure of the procedure do I need -- are
16 these already admitted into evidence or do I need to
17 make a motion, I'm not sure of the procedure, I want
18 to make sure the proper procedure is followed.

19 HEARING OFFICER: We're just going to go through
20 your package of documents. And then the ones that are
21 admissible we'll leave in the package and enter them
22 all as a composite exhibit.

23 MR. WOOD: Okay. All right. And on February
24 3rd, 1998, well before the tornado hit my house on
25 March the 9th, I told GTE in a letter that Mr. Perry,

1 the neighbor that checks on me, still cannot get
2 through to me. By this time starting in late December
3 Mr. Perry could not get through to me at all. And I
4 sat and watched Mr. Perry dial the phone to his
5 daughter, talk to her, dial the phone to his wife who
6 is out of state now or then and talk to her. I've
7 seen him call the lawn mower repair place and make
8 arrangements for his lawn mower to be repaired.

9 I've seen him call Labor Lord Christian Camp and
10 talk to the people there. And I saw no problem that
11 Mr. Perry had dialing his phone at any time during
12 this period. And that's why I was comfortable with
13 him checking on me, because if I thought Mr. Perry
14 couldn't dial my number, I would certainly have
15 attempted to get someone else.

16 And I told them again it started last summer when
17 lightning burned up my lines. And he has no problem
18 getting through to other people and I documented this.
19 He has asked his line to be checked. Mr. Perry had
20 asked by phone and every time he called to GTE to
21 complain he couldn't get me or that he a conference
22 call he. He told them that, you know, send them out
23 and they can try to call. And until Mr. Fulwood came
24 out that day no one ever came. Mr. Keiser was suppose
25 to come out the next -- he was suppose to come to my

1 house and suppose to come to Mr. Perry's house and he
2 was suppose to come go over lunch. Mr. Keiser came
3 while we were in church he left a note on the door
4 that that he had been there and he was gone. And we
5 have no idea what he did, because he never said he did
6 anything so and in conversation with him, I assume he
7 did nothing accept drive by.

8 Mr. Perry had let everybody, asked everybody he
9 talked to, you know, come in and try it yourself. And
10 I referenced the e-mail that's not apart of this, it's
11 in the files from Mr. Alton Adams that I sent them
12 that e-mail. That Mr. Adams couldn't get through with
13 me and he was trying to call my number and wrote the
14 number down in that e-mail. And that they could see
15 that the number was correct he was dialing the correct
16 number. And I don't think everybody who had problems
17 getting through to me had their line disconnected had
18 some problem with coordination or sight.

19 And I told them, you know, who knows how many
20 have just. Now, this is when I told them that I
21 intended to withhold payment contingent on the problem
22 being fixed. I told them I was disabled, I needed the
23 phone because of my health, and that you know if
24 anything happened to me because they weren't
25 providing, I'm sure my children would come in and find

1 out why. I reminded them that the problems that I was
2 having was well known. That I've been promised a \$25
3 credit for failure to repair and I put it in until it
4 come out my ears. And I basically hadn't got it, to
5 this day I haven't gotten it. I requested them to
6 immediately get to the problem me not receiving the
7 phone calls solved. Provide me with plain old
8 telephone service.

9 HEARING OFFICER: Mr. Wood, I can read the
10 letters.

11 MR. WOOD: Okay.

12 HEARING OFFICER: I don't want you to spend all
13 of your time reading the letters.

14 MR. WOOD: Right. The next document that I -- I
15 want to discuss notes that I made of conversations
16 with Mr. Ted Keiser. On March 27th, 1998, Mr. Keiser
17 said that they misunderstood my -- that I wanted my
18 telephone hooked up to the camper. And from the time
19 Mr. Farmer and Mr. -- I believe it's Skip or Ship came
20 out, I told them and showed them my camper which was
21 on the other side of the house, I needed to pull
22 across the back of the house, so it would be closer to
23 hook it up. It was a self contained camper and then I
24 wanted it had hooked up and that they could simply
25 hook up the telephone service to the existing box on

1 my house and, you know, I'd even run my own lines over
2 to the camper, no problem. And they never came. He
3 told me that the pairs he wanted to change me to were
4 bad. And they never had a pair to provide me service
5 with. And he promised to talk with bookkeeping to get
6 my telephone turned on and it never happened.

7 And then Mr. Kaiser went from his story that they
8 never had a pair to hook me up to, to the fact that I
9 hadn't paid my bill. But after I wrote this letter
10 with, the next day, if not the same day that I wrote
11 the February 3rd letter I called PSC, and I says
12 listen, I'm having -- I filed a complaint with the PSC
13 and I'm having this problem with GTE providing me
14 service and am I allowed to withhold payment or what I
15 offered was to escrow pay, I had the money. I said
16 I'll escrow the payment to you until we get this
17 settled or until you make a ruling. But, you know,
18 let me keep the payment or withhold the payment from
19 GTE.

20 It was in early May that they disconnected my
21 phone supposedly for -- and I'll get into the
22 documentation on that for nonpayment. And I found out
23 that that PSC had told GTE to terminate my service.
24 And I later got a letter from Mr. Fulwood said that I
25 had to pay that I couldn't withhold. And I would ask

1 permission of the Court to -- to present to rule -- I
2 don't have the rule with me, I looked for it, I
3 thought I had it. But while I have a question up
4 before the PSC until it's resolved, they -- and I'm
5 informed of what it is -- they cannot disconnect my
6 service and yet they did. And it accumulated to the
7 point where it became obvious that they were doing
8 this in retaliation for me filing a complaint.

9 Mr. Fulwood said in his experience with the PSC
10 and again, I don't want misquote him, his testimony is
11 on the record and it will speak for itself. They
12 hadn't seen anything like this, he hadn't seen
13 anything like that before. He's seen people with
14 several complaints, but nothing like this. And GTE --
15 GTE had the ability to put me a telephone in. While I
16 was off and while my phone was disconnected, I said
17 provide me with a cellular phone, so that if I need to
18 get to the doctor, call the doctor, call an ambulance
19 that I can call. No we can't provide you with a
20 cellular, we don't have to do that.

21 It was in the second phone call that he told me
22 Mr. Perry's problem was bad wiring and it was in that
23 phone call that he told me at the corner of Silvio and
24 Route 60 that they had found bad wiring, bad
25 connections there. And they had repaired that portion

1 of it and that portion at least he told me was
2 repaired. But apparently Mr. Perry had other problems
3 in the cable going out to his house, because his
4 inability to get me was still unresolved.

5 On March 31st, 1998 after I filed a December 1987
6 or 1997 complaints with the PSC the first thing I ever
7 heard from them was March 31st, 1998 giving GTE an
8 additional 30 days to respond to my complaints. And
9 today I found out that they split up my complaints
10 into two different sections. And Mr. Fulwood
11 apparently wasn't aware of a lot of the problems that
12 went on. And I feel sure that if Mr. Fulwood had the
13 whole story, not only would his recommendation had
14 been different, but he would have not closed the case
15 in May when the problem wasn't fixed until August.

16 In April I asked for an informal conference I was
17 told by Mr. Fulwood I could get one. After he
18 responded that was in May or in March for the last
19 letter. I immediately asked for an informal
20 conference. And I followed up by telephone and I
21 said, you know, let's get everybody together and sit
22 down and see if we can work something out. This was
23 very annoying, very time consuming having to trace the
24 wires from my house to make sure they were good,
25 connect into GTE sometimes in the middle of the night,

1 in the rain. When they weren't working.

2 I got an informal conference in 1999, I believe
3 it was August -- July, August 1999 was the first
4 informal conference I got. And maybe not most people,
5 but I think a lot of people are aware of their license
6 of due process. And I believe, that my rights to due
7 process was radically violated by the PSC. That
8 hearing should have been in an approximate time and a
9 approximate place. There should have been notice and
10 hearing, not a year or so later. The hearing that --
11 the informal conference that we had then was simply a
12 step that I had to go through at that time after
13 almost -- well, from my May, I'd say May actually
14 January of '97 through all of '98 it was completely
15 untimely.

16 And I'm sure that everyone that works here, that
17 works for GTE involved in the investigation process
18 and the hearing process knows that it's right for any
19 public agency to notice of hearing. It was so unfair
20 that I had to wait over a year to get mine. And GTE
21 was aware, PSC was aware, everybody was aware because
22 I kept everybody informed. I wanted one thing plain
23 old telephone service.

24 On April the 8th, I informed four of my
25 neighbors, I informed Mr. Fulwood that my neighbors

1 were having problems too, I wanted -- I wanted to make
2 sure that he was aware of it. I wanted to know that
3 they were the elderly, that they were disabled, they
4 were folks that couldn't speak good English. And that
5 they weren't getting service from PSC or from GTE and
6 from my experience with what happened to GTE and my
7 experience with what's happened in the other places,
8 the Schaefer Lane area was effectively redlined and
9 provided with inadequate, improper, insufficient
10 service, not plain old telephone service. Most of the
11 time even of -- speak on the -- pick up and speak and
12 dial on the telephone type.

13 Again, in April I asked for an informal
14 conference. The installers told me that GTE just
15 spent over seven hundred thousand out Saddlebay for
16 the snowbirds, but he said there were no plans for any
17 money to be spent on Schaefer Lane, just to put it
18 back together.

19 In April, the next significant date I think, I
20 wrote Ms. Hendrix at the telephone company. Again,
21 this was an attempt to update the telephone company
22 and try to formulate what our stands were and what our
23 positions were and try to work through them. I
24 complained that the cut off of my telephone service
25 was retaliation and this has never, never, never, been

1 denied by GTE or PSC never.

2 I complained about having to use my long distance
3 card, my credit card to make calls. I informed GTE at
4 that time, because I couldn't live there with no
5 telephone service, my house had been looted. I
6 reminded them of the eight neighbor's that were also
7 having problems again. I want -- I wanted a
8 resolution to the problem. Let them know that I had
9 asked the PSC for an informal conference. Reminded
10 them again that I'm disabled. I cannot get moved back
11 in my house, which is how my camper, as fast as I used
12 to. However, by this period of time, I believe -- I
13 believe they restored my ability to dial 911. But
14 they still hadn't restored my ability to make long
15 distance phone calls.

16 And I needed to do that in order to find work
17 with people out of state, contacts that I had out of
18 state. And it's just a killer. I mean, you know, I
19 was sick, and that was the detriment, tornado hit,
20 that was the another detriment and then this ongoing
21 thing with GTE was another detriment.

22 The next significant communication that I wish to
23 point out is the May the 4th letter to GTE that I
24 finally got a ruling from Mr. Fulwood. That I had to
25 pay my -- I couldn't withhold long distance service

1 and I sent them a check for payment in full. There's
2 testimony that they'd offer to work out payments. I
3 didn't need the payments, I had the money. And I made
4 my house payment first, my utility payment second, and
5 I make my phones bills third and everything else comes
6 after that.

7 And I told them that I might contact Governor
8 Chiles' office for help. And when -- when I still
9 hadn't gotten any help, instead of Governor Chiles, I
10 decided it might be best to write Senator John
11 Laurent. And Senator Laurent he'll be retiring after
12 this term, at the end of 2000 will be the end of his
13 term, but he's still -- he's still a Senator in the
14 legislature. He's the one that votes on GTE and I
15 figured, well, you know, this is the guy to call. And
16 I told them -- told him my problems and Senator
17 Laurent wrote Mr. Talbot a letter. I'm trying to find
18 that it's suppose to be in the documentation, wrote
19 Mr. Talbot letter asking him to keep him updated. And
20 I have checked with Mr. Laurent and I would submit to
21 this Court that to my knowledge, the PSC has never
22 submitted any information to the Senator. The person
23 who regulates it, and is responsible for it's funding
24 and well being has never submitted him any
25 documentation. And as far as I know, the only

1 documentation he's gotten has been what I've sent him.

2 And on June the 4th, I again told Mr. Smith who's
3 Senator Laurent's assistant that I cannot receive most
4 of my incoming long distance and many of my local
5 calls, including Mr. Perry who lives approximately
6 three quarters of a mile away.

7 During this period of time I contracted with GTE
8 to provide me Internet service. And despite the fact
9 that they failed to provide me lines I was still
10 charged for Internet service. And I don't care who
11 their subs are, I pay GTE, the same person that
12 provides my local service they collected my money and
13 for Internet service, they collected my money for long
14 distance --

15 MS. CLEMONS: Objection.

16 MR. WOOD: -- service, GTE.

17 MS. CLEMONS: Your Honor, Mr. Wood is testifying
18 about Internet service. I believe you have already
19 ruled that is outside of scope of this hearing.

20 HEARING OFFICER: I have, but I'm not going to
21 pay any attention to it.

22 MR. WOOD: Okay. And this inquiry was sent to
23 Aubrey, Texas. The next significant document on June
24 5th, 1998, again, sent documents to John Laurent's
25 office. The next document is a duplicate which you

1 can pull it out if you want. Accept for the
2 attachment, the attachment needs to stay. Probably
3 leave this attached to the attachment. And there's
4 suppose to be pages to that which shows that on this
5 May 16th payment or during this period that after I
6 got the letter from Mr. Fulwood that I paid my bill in
7 full. And it's reflected in GTE's records that I paid
8 in full including long distance bills and it was
9 another three weeks that my calls were blocked.

10 And I told GTE, I called them when I made the
11 payment, that I was making the payment the next day,
12 that I'm sending in the mail and I want my service
13 restored. They said, no problem Mr. Wood when we get
14 your payment we'll have your service turned on the
15 next day.

16 The first thing that I got from initial complaint
17 other than Mr. Fulwood's letter which I filed in
18 December 1980, was June 17th, 1998. So approximately
19 six months later I got a response listings a history
20 of what the PSC had that had transpired between me and
21 GTE and the PSC. And they copied I never -- they did
22 copy this -- they did copy this to Senator Laurent
23 Mr. Talbot did.

24 June 29th, by this time they had replaced my
25 feeder line from the junction box on Schaefer Lane

1 down my driveway to my house. It wasn't buried yet,
2 it ran along top of the road. And they hadn't
3 replaced it back to Mr. Perry's house and it wasn't
4 until they replaced back -- Mr. Perry's line back at
5 least to State Route 60 that he was able to call me
6 and that was in August. And at that time, I told them
7 I didn't consider my phone fix until Mr. Perry could
8 reach me on a regular routine basis. Again, I
9 requested an informal conference, waited over a year.

10 The PSC was telling me that they were using their
11 regulations and were making decisions by them. I
12 asked for a copy of the regulations. And it's my
13 understanding that the PSC regulations for telephone
14 companies are contained in a little booklet that they
15 can send you. And they refused to sent it, I had go
16 to somewhere else to get them. And I finally got them
17 from the Internet. And I complained at least back to
18 about May of 1997, I'm due a sizable refund from GTE's
19 failure to provide minimal service. And to this day,
20 I think I'm entitled to that, I think the PSC should
21 have gave me the refund for local service and perhaps
22 even a partial refund for long distance service,
23 because I never had it.

24 Other June the 30th, I paid 207.57 under protest.
25 I asked for an adjustment I thought the correct amount

1 should be 110. They gave me some adjustments. So far
2 as I know GTE has never volunteered any adjustment.
3 The only adjustment that I've ever got was what I had
4 to complain and call and weeks and months later
5 sometimes I get a -- I'd get an adjustment.

6 Here's on July 3rd, 1998, I complained -- I wrote
7 of a letter of complaint to Mr. William Talbot
8 executive director of the Public Service Commission.
9 Complained that someone in the PSC had informed GTE 10
10 days to two weeks basically that I had to pay or be
11 disconnected before they informed me. GTE cut me off
12 and I wanted to know who the, you know, person was who
13 did this, was it Mr. Fulwood or was it someone else.
14 Nothing. Nothing.

15 Mr. Raspberry acknowledged my July 3rd, 1998,
16 request for a hearing at my next deposition. I made
17 it July 3rd PSC got back with 20 days later, assigned
18 my case to Mr. John Plescow. I tried many times to
19 get ahold of Mr. Plescow and I understand that the PSC
20 is busy and they have more cases than mine. Line was
21 busy, couldn't get through to him, his line was busy,
22 when I got through to PSC, so I said I'm going to try
23 and fax, you know, about what's happening and I said
24 welcome aboard. I mean, you know, Mr. Plescow
25 certainly wasn't the first person with GTE or the PSC

1 to be involved in this. And I was hoping he would
2 have some decision making power and I'm still not sure
3 what his function was, but it was my understanding he
4 was the one that would have to give me a -- a give me
5 a informal conference.

6 I asked again that I be provided with the
7 regulations used with GTE. And again to find out who
8 was -- I reached an agreement with the PS -- GTE to
9 cut my phone off without notifying me. Because I paid
10 immediately after I got Mr. Fulwood's letter. That
11 I'd to pay -- paid immediately.

12 The next significant event and for me this is, a
13 really significant event this was August 18th, 1998.
14 That was when Mr. Perry was finally able to reach me
15 from his house on Schaefer Lane to my house on
16 Schaefer Lane. And I documented that to Mr. Plescow
17 at PSC, to the PSC in general which I assume would go
18 to Mr. Fulwood and apparently he never got it and to
19 GTE.

20 And I find here today that my case had been
21 closed in May and I just blowing in the wind,
22 submitting the rest of these letters of protest and it
23 was doing no good. I tried to keep joking, but not
24 sarcastic that Mr. Perry was proud that he got two
25 phones out of them, he never got anything for free

1 before he told me. And that he used his -- the old
2 phone to call me and he pushed the buttons and he got
3 through finally. And he -- he -- he was pretty happy
4 that he was able to finally get through with me or
5 through to me.

6 I told him that that -- that -- that I -- I -- I
7 documented the, what I called mix up of GTE cutting
8 off my phone, of being advised by PSC to cut off my
9 phone prior to me getting the decision and that it
10 should be avoided and it should've never have
11 happened. That I asked GTE for a copy of my repair
12 reports. Never got them. I got them two days ago
13 Your Honor, two days ago.

14 MS. CASWELL: I object to that. Mr. Wood got the
15 notice of those documents were served on the Public
16 Service Commission on, let's see they were sent out on
17 November 29th. And he could have asked for those
18 documents at any point. It's not customary to serve
19 all the documents to third parties when we served
20 prior to request that's commission procedure. That's
21 the way it's been done for every hearing that I've
22 been in the 10 years I've been at the PSC, before the
23 PSC. We don't typically do that.

24 In this case if would I have thought about it, I
25 would have told my secretary to do it. But I have had

1 no problem providing those records to Mr. Wood when he
2 asked for them. And in any event we had the trouble
3 history in the record, because I put it in. And all
4 this other stuff is not in the record and he's not
5 tried to introduce it, so I don't know what good it
6 does.

7 MR. WOOD: Your Honor --

8 HEARING OFFICER: Just proceed, Mr. Wood.

9 MR. WOOD: Okay. On August 18th, two months to
10 the day or on August 18th two men came to my house
11 representing -- representing they were from GTE and I
12 left for a while, came back and the van was gone.
13 They told me that the important part for this hearing
14 is that they told me that the wiring to my house had
15 been put in wrong and would have to be corrected. And
16 I indicated, you know, what do I know, I mean, you
17 know. They -- they plainly told me to stay out of
18 this part of the lines, because I asked them, you
19 know, can I go out to the box and check. No, no
20 that's our part we'll take care of it.

21 And the people that that I did business with
22 basically when anyone couldn't get through to me for a
23 long period of time they quit calling. That included
24 Mr. Crawford, that Mr. Burford up in Elkins who I was
25 trying to get ahold of and Mr. Alton Adams. And I

1 express my frustration that the only thing I could get
2 out of GTE was a denial of the problem. And if
3 there's anyone sitting here today that thinks that I'm
4 here because I enjoy being here or that I enjoy the
5 period of time that my phone was out of service or
6 that I couldn't talk over it properly, that I like
7 doing that and coming here. I mean, man it just don't
8 make since.

9 GTE or the PSC has made reference to the fact
10 that they had tried to settle with me. Every time
11 PS -- every time that you get something it's a blanket
12 waiver of your rights. And I don't have to waive my
13 rights to get telephone credits which I'm entitled to
14 when and some of which they'd gave me. And let me
15 tell you GTE would not have given me telephone
16 credits, if they had not felt that I was entitled to
17 them. They would not have done that. And we went
18 through revised settlement agreements.

19 Another significant date is April 21st, and GTE
20 left a doorknob hanger that they missed me, but my
21 problem was corrected. And this was -- this was
22 when -- I think by this time GTE had restored me local
23 service it was sometime after in mid April I think
24 they restored me local service. The problem
25 corrected, but the problem wasn't corrected. Maybe

1 one problem was corrected. And I -- I think probably
2 the problem I'm forced to conclude that the problem
3 was multiple problems not just in one place, but they
4 had problems with connections, they had problems where
5 lightning hit the line, they had problems in the
6 switching station and changed the switches. And
7 that's the only conclusion that I think that -- that
8 there were multiple problems with GTE's line and I
9 think they just get tired of fixing them, like they
10 did with some of the other people on Schaefer Lane.
11 Call 'til you're blue in the face, we're the phone
12 company, go for it. And it's a shame to say that.

13 I met a lot of the local fieldman, they're nice
14 guys there I have no problem with them. I thought
15 they were honest with me. What they said pretty much
16 coincided with what my own experience indicated was
17 happening. And to give 25 dollars phone credit, they
18 wanted me to sign a broad waiver of rights and I
19 finally signed one without a waiver of rights.
20 Because I don't have to sign, again I mean, you know?
21 And to present these things to me I think is in bad
22 faith, because both the PSC and GTE knows that when
23 you're entitled to a credit, you're entitled to it.

24 Ms. Stokes, i got a letter dated May the 20th
25 Ms. Stokes wrote me, we participated finally in the

1 informal conference on May 20th -- May the 12th we
2 participated in it. My original complaint was filed
3 December of 1997, and at least from my own memory here
4 now. At least from April of 1998, I was asking for an
5 informal conference. And finally May 12th, 1999 we
6 had one. GTE wanted to give some more personal
7 information in, let's put it in. So really the packet
8 they gave to Ms. Stokes did not include all of their
9 information. And here, here by their sending more to
10 her they added to it.

11 The next significant document is GTE regulatory
12 and industry affairs. A fax to Ms. Stokes from
13 Ms. Kampert, Debby Kampert itemizing the money I owed.
14 I know the money I owed. I can count. My question
15 goes before the PSC and I was entitled not to be
16 disconnected until I had a ruling. And they broke it
17 down month by month and I already had all of that that
18 information.

19 On June the 8th, I wrote Ms. Stokes complaining
20 that the document submitted to her was incomplete.
21 And that the complete records should be submitted, the
22 one's that we found out today were over in customer
23 service or with someone else. And to my knowledge
24 they've never been submitted. So this was sent to
25 GTE, it was sent to the hearing examiner or the

1 informal conference person for the PSC I don't know
2 who else I could have sent it to. Put all of the
3 records into the pot.

4 I -- I further objected to ex parte
5 communications that were taking place between GTE and
6 the PSC and that I wanted to be involved in them. And I
7 had the right to be involved in them. Because no one
8 from the PSC would sit down with me and went over
9 the -- the repair reports, nobody. And I may or may
10 not know as much about those reports as Mr. Fulwood,
11 but someone should have sit down with me and went over
12 with me and said this is what GTE's claiming, what's
13 your position?

14 I viewed Ms. Stokes at that time as basically a
15 judge, perhaps I'm wrong in that, but if she is I
16 think she would have had a conflict of interest and
17 should have recused herself.

18 On, on June the 8th, I got a fax from Ms. Stokes
19 recognizing that I send -- sent additional documents
20 in that GTE had never completed. That apparently the
21 PSC had asked for and they failed to send and even if
22 they send them to the wrong place, just as bad as
23 maybe filing something in the wrong place. PSC I know
24 has a lot of pigeon holes. But to this day I feel
25 that the PSC never had the complete records of my

1 problems on Schaefer Lane and have admitted so.

2 This is -- the next letter is June 8th, 1999
3 again from Ms. Stokes and she acknowledged that GTE
4 had only -- GTE had only given part of the documents
5 to the PSC. And for something like this with a long
6 history the entire documentation is relevant. And GTE
7 should have presented it without ever being asked.

8 And Mr. -- Ms. Stokes replaced Mr. Plescow. I'm
9 not sure that Mr. Plescow ever did anything on my
10 case. And again, I understand that these folks
11 probably have a full basket up there, but, you know, I
12 don't know what to say about it. I'm sitting down
13 here I need telephone service, I need to call an
14 ambulance or a doctor and I can't do it. And I think
15 that that items like this should go to the head of the
16 PSC's line and leave folks who -- who couldn't get
17 service for two days, you know, place them back a
18 little ways. Prioritize complaints that come in. But
19 apparently they have no procedure to do that, they
20 certainly never mentioned it.

21 Ms. Stokes then advised me of my right at the
22 agenda conference in Tallahassee. And Ms. Stokes sent
23 the packet up, again I submit to the court to date
24 incomplete, never sent what PSC asked for.

25 I asked Ms. Stokes to send me a documentation

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

that would indicate any ex parte meetings between PSC and GTE. Because I'll tell the Court I had a real concern, Mr. Fulwood, admitted that he came, rode out with the GTE people and they all -- and they got out of the car and they had two cars and he got out with the GTE people. And he introduced himself and they were joking, everybody was good friends and laughing as he looked around my house that had been destroyed. And I knew in a heartbeat that I wasn't going to get any results out of Mr. Fulwood.

Mr. Fulwood works for the Public Service Commission and even if he did represent me, he is -- it's mandated that he be independent. Mr. Fulwood, should have shown up in his own car, he should have not come with the PSC people, it looked worse than bad. And the way they were talking and joking it looked worse than bad. And I told Mr. Perry later that day, after they'd left, that we wouldn't get anything here. And he agreed.

The next one is a joint response to the initial order from the Division of Administrative Hearings this was for the -- this, I believe, is the letter or should be the letter for our order which referred this over to the you, Your Honor. There's two other documents that I've presented that I think everybody

RELIABLE REPORTING, INC.
500 SOUTH FLORIDA AVENUE, SUITE 600
LAKELAND, FLORIDA 33801
863-682-8737

1 should be aware of and are not there and I would like
2 to include them. And that's the letter -- that's the
3 e-mail of Mr. Adams and the letter of Ms. Elizabeth
4 Crawford. And my papers have gotten stirred up and I
5 apologize, if you'll give me a minute I'll pull those
6 out. It's ironic I had him just a few minutes ago. I
7 shouldn't have fooled with them. I don't think I left
8 them with him. I'm sure I didn't. I know I have
9 them.

10 MS. CLEMONS: Your Honor, is it possible that
11 Mr. Wood could finish his testimony and then look for
12 his exhibits.

13 MR. WOOD: I have no problem doing that.

14 HEARING OFFICER: All right.

15 MR. WOOD: The PSC made a recommendation to the
16 what I call the agency hearing board which referred
17 the case here. In that case they had taken several
18 items that I had given them issues that I raised.
19 They either ignored them or from what I can see
20 distorted them and came up with the recommendation.
21 To the agency hearing, and all that was contrary to
22 me. And the reason why it was all contrary is because
23 they did not have all the facts, they didn't seek all
24 the facts, all the facts aren't here today. I assume
25 they relied on GTE to give them the facts, but GTE

1 didn't. To give them documents to go in the file and
2 that include the two exhibits the Elizabeth Crawford
3 letter which I sent to GTE and PSC and it included the
4 e-mail that I got that I included. And again this the
5 file from Ms. Stokes and I think with the additional
6 items that I had questions about that the PSC added
7 when they went up and they never went up anywhere they
8 disappeared. And it very hard finding people
9 establishing people -- who over a period from January
10 through probably July -- now I think Ms. Crawford was
11 in May, but through Ms. Crawford's letters that had
12 been trying to get ahold of me. When people get ahold
13 of you it's no problem. But these folks in one way or
14 another documented over a period of approximately five
15 months that I was having problems getting incoming
16 calls. GTE was aware of them because I sent them the
17 e-mail, because I sent them the letter, so was the
18 PSC, nothing was done.

19 GTE I know has an obligation to people and its
20 customers. That's provided me with the basic plain
21 old telephone service. And I believe the plain old
22 telephone service is as I've defined it, the ability
23 to use those lines to transmit message whether it be
24 voice or data across them. I think that's a standard
25 that is expected not only throughout Polk County, but

1 throughout the state of Florida and the United States.

2 And I would submit to this Court that I don't
3 know anybody that was having the problems with the
4 telephone that I had wouldn't be caught. I would say
5 that that if I lived in another part of the county or
6 another part of the state, it's very likely that I
7 wouldn't have had these problems. The telephone
8 company would have determine early that there's a bad
9 pair made arrangements to provide another pair and the
10 problem would have been solved. GTE obviously did not
11 do that. And to me that -- that again indicates as
12 another example of red lining. Because of the people
13 in the Schaefer Lane area all just about had similar
14 problems.

15 And to segment several of us like this and, you
16 know, not provide us with service and take our money
17 is violation of the basic rules of the Governs GTE.
18 And if I could go to another local company I would
19 have switched months and months ago. I probably
20 would've by August or September of 1997, I would have
21 switched to a separate company, but I have no place to
22 go. And it's so very frustrating it's caused -- it's
23 caused an increase in my blood sugar, I'm diabetic,
24 it's caused an increase in my blood sugar. My
25 triglycerides were coming down, during all the

1 problems that I've had with GTE they've elevated. My
2 medicines haven't seem to work as good as they
3 ordinary do. And it's been a real real hassle.

4 No one should have to go through what I've done.
5 And why they chose us can only be, be because that
6 we're disabled, we're old, we don't speak good English
7 some of us. And so we -- they said, you know, we
8 don't have to and they didn't. And the PSC did not
9 make them. Would not give us any hearings, so very,
10 very frustrating. And with my health and I lost my
11 mother my, my formal period of morning was over
12 yesterday. And to have to come here with GTE is just
13 terrible. And, God, I wish I never had to be here,
14 but I am we'll see what we can do.

15 That concludes my testimony.

16 HEARING OFFICER: Ms. Caswell?

17 MR. WOOD: Your Honor, could we take a short
18 break, my brain.

19 HEARING OFFICER: We'll take a five minute brake.

20 (A short recess was taken, after which time the hearing
21 continued with all of the parties present.)

22 HEARING OFFICER: Back on the record.

23 Ms. Caswell whenever you're ready.
24
25

CROSS-EXAMINATION

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

BY MS. CASWELL:

Q. Okay. Mr. Wood, do you have an answering machine?

A. Yes.

Q. Is it almost always hooked up to your phone?

A. No.

Q. When -- how do you decide when it's hooked up and when it's not hooked up?

A. Sometimes it's unhooked and I -- and I forget to hook it up and go out. It's there a lot of the times.

Q. Okay. But sometimes the phone will ring and the machine obviously won't pick up, if it's not hooked up, right?

A. Nope.

Q. Okay. How many -- how many rings do you have it set that after a certain number of rings it will pick up?

A. The initial call is five rings and after there's a message left on it drops to two rings.

Q. Okay. Are there any instances where it doesn't ring at all, but goes straight to the messenger machine.

A. To the answering machine?

Q. Right.

A. Oh, I'll have to -- I thought you were talking about the answering machine.

1 Q. I am. I am.

2 A. Before though you were talking about the how many
3 rings it is.

4 Q. Well, I'm talking about the answering machine. I
5 thank --

6 A. When I'm not there and the answering machine is
7 hooked up, with five rings it will answer the first call.

8 Q. Uh-huh.

9 A. After that two ring will answer any subsequent
10 calls, it's called toll saver.

11 Q. Okay. Are there any times where the answering
12 machine will pick up when there are no rings?

13 A. I'm not aware of any.

14 Q. Okay. Do you also have a fax machine hooked up
15 to your phone line?

16 A. I have a separate line for the fax machine?

17 Q. And you have two lines, correct, as of this date?

18 A. That's correct.

19 Q. Which line is your computer hooked up to?

20 A. The second line.

21 Q. So your computer and your fax are on the second
22 line?

23 A. Correct.

24 Q. And you got the second line around September of
25 1998; is that true?

1 A. Probably.

2 Q. And before that were your fax and your answering
3 machine on the same line?

4 A. Before that I didn't use the fax I only used the
5 answering machine.

6 Q. So when did you start using the fax machine?

7 A. After I got the second line.

8 Q. And that was in September of 1998?

9 A. The telephone -- the records from of GTE will
10 reflect when I got the second telephone line.

11 Q. Right. You said you didn't use the fax until you
12 got the second line, correct?

13 A. Correct.

14 Q. In the record of GTE's Exhibits there's a
15 February 20 letter to Mr. Durbin from Debby Kampert, it's
16 called GTE Exhibit 3. And it says on February 13 attempts
17 were made to contact Mr. Wood -- this would have been
18 February 13th, 1998 long before you got your second line?

19 A. Correct.

20 Q. The message was via fax from Mr. Wood to call
21 GTE. Mr. Wood returned the call and stated that he went
22 out and forgot to unplug the fax; isn't this inconsistent
23 with your?

24 A. No, absolutely not. Because I would have been
25 using my computer, I have fax on my -- fax facility on my

1 computer, too. And it's entirety likely that I could have
2 left the machine, the computer on.

3 Q. So you were also using a computer on the line
4 before you got the second line?

5 A. From time-to-time, yes.

6 Q. Uh-huh. Okay. And if someone would have called
7 you at that point it would have rang busy, correct, if you
8 had the computer on line?

9 A. Yes, it would have.

10 Q. Okay. Let's talk about when the tornado hit for
11 a few moments, that was March 9th, 1998, correct?

12 A. That's correct.

13 Q. And do you recall Mr. Farmer testified this
14 morning that he didn't see any camper on your property
15 despite the fact that you're testimony is that you asked
16 them to hook you up to that camper, right?

17 A. I think Mr. Farmer testified and I certainly
18 don't want to the misquote him and I'm sure you don't
19 either, is he didn't remember I camper being there.

20 Q. Correct. And it's your testimony, isn't it, that
21 you asked them at that time to hook you up to the camper;
22 isn't that right?

23 A. Yes, I told them within the next day or to I was
24 going to pull the camper over. It was in the back of the
25 house, I was going to have it pulled across the back of the

1 house to the other corner where the telephone connection
2 came in, where the water came in and where the electric
3 came in. And I proceeded to move it there about two days
4 later and hooked it up.

5 Q. So you believe you told them all of this at that
6 time that those were your plans?

7 A. Yes, I remember pointing out the camper to them,
8 it was the only place I had.

9 Q. Okay. I'm looking at a letter it's in PSC
10 Exhibit packet, it's March 25th to gentlemen, from you
11 Mr. Wood, it says, I was shook up after enduring the eye of
12 the tornado, but my best memory was that they would return
13 to hook me to my trailer. Is it possible Mr. Wood that you
14 forgot to call them when you had power facilities for them
15 to hook you up?

16 A. They didn't need power facilities to hook up my
17 phone line. Because my phone line -- my camper was self
18 contained and I didn't need electric, I have lights in it.
19 And I needed a telephone line.

20 Q. Okay. I'm going to repeat my question. Is it
21 possible that you forgot that they asked you to call them
22 when you wanted --

23 A. No, I did. I did call them.

24 Q. Uh-huh. You did call?

25 A. Yes.

1 Q. But isn't it your testimony that you told them on
2 March 9th that you wanted to be hooked up to the camper?

3 A. Absolutely, yes.

4 Q. Okay.

5 A. I told them I intended to pull the camper from
6 one back corner of the house to the other back corner where
7 I was going to hook it up.

8 Q. Okay. But you were, as you say, pretty shook up
9 at that point and that was your best memory?

10 A. That's what happened.

11 Q. Okay.

12 A. And my best memory exactly.

13 Q. Okay. And on March 11th do you remember asking
14 GTE to put remote call forwarding on your phone?

15 A. Yes, I never got -- they never hooked me up, the
16 lines were still down then. And don't get me wrong GTE had
17 a real problem out there.

18 Q. Mr. Wood, wasn't the call forward connected on
19 March 13th to forward your calls, I think it was
20 Mr. Perry's house, isn't that true?

21 A. Yes, it did.

22 Q. So how can you say the call forwarding was not
23 hooked up when it was hooked up, in fact, on the 13th?

24 A. It was hooked up and then disconnected for a
25 about a week, I got calls at Mr. Perry's and sometimes he

1 would answer the phone and sometimes I would be there to
2 answer the phone. And yes, they disconnected me.

3 Q. I think we have a trouble report here that we
4 went over this morning that said the call forwarding was
5 programmed wrong, it was going to the wrong place. Do you
6 recall trouble report discussions this morning?

7 A. I think that report says that I had programmed my
8 call forwarding wrong. After the tornado, I couldn't
9 program anything because all the wires were gone in the
10 whole area. And GTE forwarded my phone to Mr. Perry's.

11 Q. When you say the call forwarding was
12 disconnected, do you mean it was disconnected when your
13 service was disconnected?

14 A. I meant my service was disconnected which
15 included call forwarding.

16 Q. And Mr. Perry -- or Mr. Wood you also made a
17 claim that you had no 911 service for some time, how do you
18 know that?

19 A. There were no wires. GTE did not have enough
20 pairs to hook me up until in April.

21 Q. Did you ever --

22 A. They discontinued service, they wanted to
23 discontinued service to Darty Drive in February. They had
24 put in a line they, buried a line after leaving it on the
25 ground for several weeks, this is before the tornado, and

1 the road messed up and they put a line in, it was left
2 upside of my house and the other end on across the road on
3 Schaefer Lane was laying over around a little junction box
4 you all had there.

5 Q. And Mr. Wood did you ever try to call 911
6 service?

7 A. With no wires I couldn't call anything.

8 Q. And when was the period you said you had no
9 wires? Are you talking about the period you were
10 disconnected or the period during which the tornado blew
11 down your house?

12 A. From March the 9th up until, I believe, it was --
13 toward the end of April there was no wires. Everybody that
14 had moved back in had wires. I was there in my camper -- I
15 tried to be in my camper afraid to stay there at night, so
16 I spent a lot of times with Mr. Perry at his place.

17 Q. Okay. So as we went over earlier March 21st is
18 when that tornado hit; is that correct?

19 A. That's correct.

20 Q. Do you expect GTE to provide 911 service when
21 you're house is blown down and the wires are not operative?

22 A. GTE provided other folks, my immediate neighbors,
23 with phone service within less than a week.

24 Q. And --

25 A. I certainly could expected not extended period

1 time for me.

2 Q. You asked for call forwarding on the 11th and we
3 provided it on the 13th; isn't that right?

4 A. Yes.

5 Q. That's within a week; isn't it?

6 A. That's no problem. The call forwarding was
7 hooked up to Mr. Perry's house, that's no problem. I never
8 complained about that.

9 Q. Okay. And you said also until the end of April
10 you had no 911. Now, you were disconnected sometime around
11 the end of March, correct.

12 A. There's letters in the file where I wrote to --

13 Q. I mean, our records show that permanent
14 disconnect occurred on April 4th, with a temporary
15 disconnect on March 25th. But did you -- regardless of
16 those dates, did you ever try to call 911 even when you
17 were disconnected for nonpayments, did you ever try that?

18 A. I had no lines that is what I'm trying to tell
19 you. You hadn't replaced the lines, you replaced everybody
20 else's out there, but mine.

21 Q. Mr. Wood --

22 A. And it was disconnected.

23 Q. If you had your calls forward, how could there
24 have been no lines there?

25 A. The telephone company out of their switching

1 facilities forwarded my calls to Mr. Perry's house where I
2 got them.

3 Q. Okay. Just so you -- you never tried to call 911
4 during this whole period, correct?

5 A. Until the wires were restored, no, because
6 there's no wires to call on.

7 Q. Okay.

8 A. GTE refused to provide me with the wires. And
9 during this time is when my house was looted. And I know
10 you have -- PSC can't make you all pay for that.

11 Q. Are you aware that GTE provides 911 service even
12 when it disconnects customers for nonpayment?

13 A. Didn't me.

14 Q. Okay. But you have no way of knowing that
15 without having called 911, do you?

16 A. I talked with -- I talked with them about
17 restoring my telephone service. I complained because I had
18 a question for the PSC and they weren't suppose to. And
19 they said well the PSC has done told me that we can
20 disconnect you, so whack you're gone.

21 Q. And it was your understanding that this
22 disconnection for nonpayment meant that 911 service would
23 be disconnected as well?

24 A. Obviously, because you never put the wires back
25 in. You never -- I never had wires until the service was

1 initially restored when everybody was -- and it was more
2 than two weeks, more than three weeks probably.

3 Q. So are you saying from the time you were
4 disconnected on April 4 until April 20th, there was just no
5 wire there somehow?

6 A. My service was never restored and again the
7 reason is that something happened on Darty Drive that you
8 couldn't connect me there and you wanted to switch over to
9 the Schaefer Lane. And when you tried to switch me over to
10 the Schaefer Lane the pairs were broken they never had
11 pairs. Mr. Fulwood said that he found out they never had
12 pairs to hook anyone up with. And anybody knew, that they
13 never had pairs for me and I was new. They never had pairs
14 for Mrs. McDonalds and she was cut off and they gave her
15 pairs to somebody else.

16 Q. So, Mr. Wood, is it your belief that you had no
17 service be -- because you had no wires before April 4th,
18 when your service was disconnected, is that you're
19 testimony?

20 A. There was -- there was from no wires between no
21 connecting wires between March the 9th and April 4th was
22 the pertinent day when my service was reconnected, that's
23 when they put the wires in.

24 Q. So from the March the 9th to April 4th, do you
25 believe you had no telephone service at all?

1 A. No. No.

2 Q. If there weren't any wires there to connect you
3 to, how could you have had any service at all?

4 A. I couldn't have. That's part of my complaint.

5 Q. Wait.

6 A. Everybody else had them. Mr. Saria, had his
7 restored, Mr. Higgins had his restored. The Walrath's had
8 their's restored but not me. And GTE knew the condition of
9 my health this whole period of time.

10 Q. And you, Mr. Perry (sic), did you tell anybody
11 about your medical problems before you were disconnected
12 say for instance when we offered you payment arrangements
13 when Mrs. Hendrix did that; did you tell her that?

14 A. I don't remember.

15 Q. Okay.

16 A. And just give me a minute to think, if you will.
17 I know that I told GTE when I called in prior to the
18 tornado. I told the repair man that came out I need -- I
19 need service so I can call out because I'm disabled and I
20 need to be able to call an ambulance or something possibly,
21 you know, if I get sick. So that was prior to the tornado,
22 prior to the cut off.

23 Q. Okay. And so you were again talking about 911
24 service even prior to the tornado that you needed 911?

25 A. Basic telephone service while I was there. I had

1 911, 911 wasn't a -- wasn't a --

2 Q. It never was a problem?

3 A. It wasn't a problem when the phone was working.

4 But when you pick up the phone and there's no dial tone 911
5 was a problem, there was no 911.

6 Q. And again did you inform Mrs. Hendrix's when she
7 discussed payments arrangements with you and warned you
8 about disconnection that you had any medical problems?

9 A. I'm not -- again, I don't remember, but the
10 payment was never the problem. I had the money to pay.
11 When Mr. Fulwood wrote me the letter, I wrote a check in
12 full and paid.

13 Q. Okay.

14 A. And still waited at least three weeks to get my
15 long distance connected.

16 Q. Okay. Mr. Wood, do you think there's anything in
17 the rules that requires GTE to assess medical conditions
18 before they are cut off for nonpayment?

19 A. During the time -- the relevant time period that
20 I was having --

21 Q. I'm sorry, could you answer with a yes or no and
22 elaborate on your answer?

23 A. It's my understanding, yes.

24 Q. And could you --

25 A. I don't have the rule here before me.

1 Q. I have the disconnection rule and we can review
2 that together, if you'd like?

3 A. Do you have the 911 rule?

4 Q. I don't know what 911 rule that you're referring
5 to, but I'm talking about disconnection right now. And I'm
6 asking you if you think there's anything that requires us
7 to assess a customers medical condition before the person
8 is disconnected. And you replied, yes. So PSC handed out
9 copies of these rules earlier maybe you can tell me if you
10 see anything in there about that.

11 A. GTE did not have to determine whether or not I
12 needed 911 service prior to disconnection, because they
13 knew I needed -- that I was sick --

14 Q. I'm sorry, Mr. Perry (sic), I didn't ask you
15 about 911.

16 A. Wood.

17 Q. That's not the question I asked you?

18 A. Wood.

19 Q. The question is, do you see anything in that rule
20 that requires us to assess a customers medical condition
21 before terminating their service for nonpayment?

22 A. No. But there is -- there's something else
23 there's another portion that requires you to provide me 911
24 service.

25 Q. Mr. Wood?

1 A. Even though you disconnect me without an
2 assessment --

3 Q. And I agree with that. I agree with that. I
4 understand that. That's our practice?

5 A. Uh-huh.

6 Q. But that's not what I'm asking you now. Can you
7 point --

8 A. I'm -- I'm not sure. It would take me a little
9 bit to read this and understand it.

10 Q. Okay. Well, I guess --

11 A. These rules are technical and they're complicated
12 to me.

13 Q. Okay. We'll read the rule later. So you could
14 pay the bill, but you didn't want to; is that right?

15 A. Yes. And I notified GTE that I didn't want to
16 and notified the Public Service Commission asked them for a
17 ruling. Which Mr. Fulwood later gave me.

18 Q. And you're not aware of any anything in the rule
19 that says you can't be connected -- disconnected because of
20 a service problem complaint, are you?

21 A. There's a -- I'm not sure how you're wording
22 that, let me word it in my way. There is a rule that says
23 while I'm asking from the PSC to rule on something, you
24 can't disconnect me because of that.

25 Q. Can you show me where that rule is, because --

1 A. No, I would like to go off the record. I don't
2 have it here with me.

3 Q. Yeah, and I would ask for a late file of exhibit,
4 if you're going to put that rule in, because I'm not
5 familiar with it?

6 A. We stipulated to rules, didn't we.

7 Q. Well, perhaps you can point that out, because I'm
8 not aware of it. And I don't think the PSC is aware of it
9 either?

10 A. Well, I'll have to -- I'll have to look.

11 Q. Okay. Mr. Wood, after Mr. Perry got the new
12 telephone instrument, you reported, did you not, that he
13 was able to get through on August 6th; is that right?

14 A. I wrote a letter, the date which will be on the
15 letter, stating that when Mr. Perry got his service, when
16 he could call me finally.

17 Q. Uh-huh.

18 A. And that date I think monuments the time that
19 Mr. Perry could finally call me.

20 Q. Okay. That would be the August 18th letter to
21 you from Mr. John Plescow?

22 A. I believe so, yes.

23 Q. Before that you had stated that you would
24 consider your problems resolved when Mr. Perry could call
25 you on a regular basis, is that true?

1 A. Yes, because prior of that a month or two prior
2 to that, I started -- I believe getting, long distance
3 phone calls. I don't know what happened that I did it. I
4 assume that either GTE had checked some wiring and they
5 were out there working a lot. Or they changed something in
6 the switching situation, but I started getting my long
7 distant phone calls. And at that time it was Mr. Perry
8 that was having trouble getting through.

9 Q. So when Mr. Perry got through on August 6th, did
10 you, in fact, consider your problems resolved, as you said
11 you would when he could get through?

12 A. Yes. They were -- I know they replaced lines and
13 after that service -- the lines cleared up and the
14 disconnects cleared up for me. And he could get me and he
15 called me and started calling me every day at least once,
16 sometimes twice depending on how bad I feel or felt.

17 Q. Okay. Mr. Wood, are you aware that there were no
18 complaints from Schaefer Lane customers from January 1997
19 until the staff completed its investigation in '99?

20 A. That's not what the neighbor's told me. And I
21 have conceded --

22 Q. Do you think -- do you think they called in any
23 trouble reports?

24 A. I believe they did, yes.

25 Q. Do you think they filed any complaints with the

1 PSC?

2 A. No, I don't think so.

3 Q. Okay. Are you aware that there were only two
4 complaints during that time in the whole Lake Wales
5 exchange?

6 A. No. That -- that -- that would be incredible.
7 That nobody had phone problems.

8 Q. Did you look at the staffs recommendation?

9 A. Uh-huh. Yeah, you know. The staff can recommend
10 what they want to, but it still doesn't change facts.
11 There's no way that in that year period that you only had
12 two -- two problems with phones. There's no way -- because
13 you keep a staff of six or seven people according to
14 Mr. Spotswood the manager up here. That's routinely
15 working this area.

16 Q. Okay. So in any event you're aware that the
17 staff found no unusual conditions in the Lake Wales area
18 that would have prevented you from receiving the call,
19 isn't that right; you're aware of that finding?

20 A. The staff only checked PSC records is my
21 understanding. They never checked GTE records. There's
22 nothing there that would lead me that they checked GTE
23 complaint records. And I know the people out on Schaefer
24 Lane did not file complaints with the PSC because they
25 didn't know how.

1 Q. Mr. Wood, you stated earlier that you filed the
2 complaint with the PSC was that you were afraid to stay by
3 yourself because you didn't have phone service. But as of
4 December 9th, 1997 you did have phone service, didn't you?

5 A. Sporadic.

6 Q. In the nature of those complaints at least at
7 first was that you couldn't be called by others. So why
8 would that prompt you to be afraid to stay by yourself?

9 A. The problems on the line progressed. After the
10 first lightning strike, they came back three or four times
11 to get the lines cleared of noise. And it would go for a
12 while it would go for a few days and finally it got so that
13 in November, I believe, it was Mr. Perry said, you know, I
14 can't call you, I tried to call you three or four times
15 today and I can't get through to you. And it was, I think,
16 about in December that I started having other people, hey,
17 you know, we tried to call you, your phone's disconnected,
18 and I'm glad you got it back on now.

19 Q. Mr. Wood, you could have avoided disconnection by
20 simply making payment arrangements, could you not?

21 A. Absolutely yes.

22 Q. Okay. But you refused to do that, correct?

23 A. That's true, because I had the right to ask the
24 PSC to rule on whether I could escrow the money or not pay
25 GTE.

1 Q. Earlier you said Mr. Perry asked for his line to
2 be checked for several times. And the PSC came out, I
3 believe, in May, it was not done. That's not true is it,
4 Mr. Wood?

5 A. So far as I know it is true. I know if Mr. Perry
6 had someone out looking at his telephone he would have told
7 me.

8 Q. Do you remember February 12th you suggested
9 Mr. Keiser check with Mr. Perry when Mr. Keiser was there?

10 A. Yes. And Mr. Kaiser arranged to meet with
11 Mr. Perry and I one Sunday after church. Mr. Keiser came
12 through in the morning, we were not there. He left notes
13 on the door, that he had been there early and he left.

14 Q. So you're not aware that on February 12th
15 Mr. Keiser determined that Mr. Perry was dialing the wrong
16 number for you, Mr. Wood?

17 A. Mr. Keiser and I talked with him many times,
18 never told me that he found Mr. Perry was dialing the wrong
19 number.

20 Q. Do you know that staff recommendation in several
21 of documents report that GTE and PSC independently found
22 that Mr. Perry was dialing the wrong number?

23 A. I'm not surprised. Mr. Perry complained loud at
24 the way he was treated when GTE and PSC came to his house
25 to check out his phone line. He -- he came out to my house

1 and he says these people tried to make me look like a
2 doddering old fool. They tell me to dial a number and I
3 would -- I would tell them it's wrong and they said well,
4 go ahead and dial it anyway. And he said I would and then
5 they said, oh, you dialed the wrong number. Of course I
6 was dial the wrong number. I was dialing the number they
7 told me too. Mr. Perry -- I was going issue a subpoena for
8 Mr. Perry and he is still so upset with you folks that I
9 think it would be detrimental to him to be here, so you
10 know, in spite of the information that he has, he was
11 really upset with whatever happened in his house with GTE
12 and PSC.

13 Q. Mr. Wood, didn't you say that Mr. Perry was proud
14 of his phone in one of these letters. And I think you
15 wrote it yourself?

16 A. Oh, yes, he says they've -- they've never given
17 me anything. He says I've been a customer with them for
18 30, 40 years he said.

19 Q. And that phone was given to him before the PSC's
20 visit, wasn't it?

21 A. Yes, I believe it was. But it never worked.

22 Q. The telephone?

23 A. And -- and -- and what -- what what really upsets
24 me, the PSC came out and GTE came out and Mr. Perry's house
25 that morning. I drove out by and I saw at least two people

1 working there. And I drove back and forth a couple of
2 times in talking to Mr. Perry they had been there all
3 morning changing stuff. PSC comes in, and GTE and the line
4 works they say. But it never worked after they left.

5 Q. Mr. Perry (sic), I thought you said during your
6 testimony that at some point you had good telephone
7 service, but I missed the date that you mentioned, do you
8 remember what you said?

9 A. I started getting long distance service -- calls,
10 I think, most of my calls, incoming calls probably in late
11 July, early July somewhere in there. When I wrote the
12 letter --

13 Q. Was that 1998, I'm sorry.

14 A. Yes, 1998, when I wrote the letter stating that
15 when Mr. Perry's service was fixed at that time I felt that
16 I was getting -- the other calls were coming, but
17 Mr. Perry's still weren't.

18 Q. Uh-huh. Okay.

19 A. And that's the specific reason I said that.

20 Q. Okay. You said you were due a sizable refund
21 from failure to provide minimal service, but Mr. Perry, are
22 you aware I offered you -- the \$500 I offered you would, in
23 fact, be a refund for about five years of service; are you
24 aware of that?

25 A. Your -- your -- your offer was so broad that I

1 wasn't even interested in it. I wasn't even interested in
2 considering it.

3 Q. Okay.

4 A. You all want to a complete total release. I
5 mean, come on for \$500 bucks, no, no.

6 Q. Do you understand that a settlement by it's
7 nature requires you to waive your rights to pursue the
8 matter you're settling?

9 A. That's why I never settled.

10 Q. Okay. So you just didn't even want to consider
11 settlement from anyone, is that right?

12 A. No, I never said that.

13 Q. Okay. Do you recall saying you wouldn't settle
14 for less than \$50,000 when we had our settlement
15 conference?

16 A. I don't remember.

17 Q. Okay. Can you point to any specific instance in
18 the trouble reports where you think you should have gotten
19 service credits and you didn't?

20 A. I think that the service reports are -- are
21 inaccurate, they don't show communications between me and
22 GTE when people were in my place.

23 Q. Mr. Wood --

24 A. If I feel that each time that I was called out,
25 my line was not fixed at best was a temporary patch put on

1 it and it was not fixed until August of 1998.

2 Q. Is it your position that GTE's required to give
3 you a service -- a service credit every time you call in a
4 trouble report?

5 A. If it's not fixed within 24 hours that's what
6 they promise.

7 Q. And they --

8 A. We can call here from the phone here right now
9 and get the same message.

10 Q. And your contention is that none of these
11 problems were fixed within 24 hours; is that right?

12 A. It was not fixed until GTE went out and replaced
13 the lines replaced the -- replaced the defective lines and
14 the problems went away.

15 Q. So looking at the trouble report that you went
16 over in such great detail this morning, you feel like in no
17 instance on that sheet was your service ever fixed; is that
18 right?

19 A. I feel this report this summary by GTE is
20 extremely defective and extremely inaccurate.

21 Q. Well, can you tell me -- you know, let's not even
22 look at the summary. You know, what are the dates you
23 think your service wasn't fixed and you deserved a service
24 credit for us not repairing it within the 24 hours?

25 A. Each time I called it wasn't fixed.

1 Q. Okay. It is your --

2 A. It's a sad -- it was a temporary patch and it at
3 best was put on it. Most of the time that wasn't even
4 done. You all left in there in you all's reports you had
5 to come back the next day, because the guy said it was
6 fixed and I still never had telephone service.

7 Q. Okay. So it is in fact your position that you
8 should have gotten a service credit and a service
9 performance guarantee every time you called in a trouble
10 report, correct?

11 A. Uh-huh.

12 Q. Okay.

13 A. Y'all's offer, not me. Y'all made the offer each
14 time I called in. I never asked for the offer, y'all made
15 it.

16 Q. Well, I would dispute that point Mr. Wood, but I
17 can't testify. The record will reflect itself.

18 A. Thank you.

19 Q. Do you conduct business from your home telephone?

20 A. I'm totally disabled and I've been trying to get
21 back into business and I need a telephone phone to set up.
22 And from time-to-time I'll -- I'll get calls with people
23 wanting me to do stuff and to that extent I use it, yes.

24 Q. So that's a, yes. Do you have a business service
25 at your home or do you have residential service and we have

1 business service?

2 A. I have residential service.

3 Q. But you're conducting business from your home?

4 A. I'm totally and permanently disabled, Counselor.

5 Q. Does that prevent you from --

6 A. What don't you understand?

7 Q. Does that prevent you from getting business
8 service? Is the fact that you're disabled prevent you from
9 calling in and requesting business service from GTE?

10 A. I think you can probably get whatever you pay
11 for. If I wanted a business service, I'm sure GTE would
12 sign me up and charge me the extra fee. I would like to
13 get rehabilitated so I can go back to work very much so.
14 But I haven't been able to call people I need.

15 Q. Mr. Wood, you understand that the Commission can
16 award damages; is that correct?

17 A. I think -- it's my understanding that the
18 Commission can perhaps issue refunds for inadequate
19 service. I understand it can award the \$25 a month fee and
20 I also understand that it can possibly penalize GTE.

21 Q. So the answer would be no to my question? You do
22 understand that it can't give damages and I have, you know,
23 numerous instances in the records where they say that?

24 A. It depends on what you call damages.

25 Q. Okay. For instance, I have the PSC complaints

1 log which I've entered as GTE 9, on February 17, you told
2 the PSC you understand that it had no jurisdiction over
3 damage claims. Do you remember saying anything like that?

4 A. Yeah, I under -- yes, I understand that the PSC
5 cannot award damages for the -- for the property that I
6 lost because I couldn't be there after the tornado, I
7 understand that.

8 Q. Okay. So what amount of service credits or
9 service performance guarantees, do you think you're due at
10 this point. What do you wish the PSC to award you?

11 A. I think that my service became unacceptable. I
12 got service at unacceptable level from May, about May when
13 the lightning hit of 1997 until at least about July
14 sometime when I started getting my long distance phone
15 calls in, but maybe as much as August when Mr. Perry was
16 finally able to call me.

17 Q. So what -- you would want a year or more of
18 service credits, is that right?

19 A. Yes.

20 Q. Do you know what that adds up to?

21 A. I don't know.

22 Q. It's probably less than \$500, isn't it.

23 A. It could be. But I understand if I get it I
24 wouldn't waive any rights like you would all would want me
25 to. The judge may not give anything. But I haven't waived

1 any other rights that I have.

2 MS. CASWELL: Okay. That's all I've got. Thank
3 you, Mr. Wood.

4 MS. CLEMONS: I have a few questions.

5 HEARING OFFICER: Okay.

6 CROSS-EXAMINATION

7 BY MS. CLEMONS:

8 Q. Mr. Wood, you stated that you sent a letter to
9 Laurent and that Senator Laurent sent a letter to
10 Mr. Talbott at PSC and asked the PSC to keep him updated.
11 Then you went onto to state that the PSC never responded to
12 Senator Laurent. But then you testified that Mr. Talbot's
13 June 17th, 1998 letter to you, he did copy Senator Laurent;
14 aren't those two statements inconsistent?

15 A. I admitted that I did have record of the one time
16 that Mr. Talbot had responded to Senator's request.

17 Q. But you felt there was something else that the
18 PSC should have been sending to Senator Laurent?

19 A. I believe that the Senator would have wanted
20 copies of communications correspondence that was the
21 indication I got after reading his letter to the PSC.

22 Q. Is it your understanding that Mr. Talbott's June
23 17th, 1998 letter was actually a resolution of the
24 complaint closing the file?

25 A. I did not know that Mr. Fulwood had closed the

1 complaint until today. I thought it was open until like
2 August of '98. I didn't know that he wasn't getting my
3 correspondence.

4 Q. All right. Could you turn to pages one and two
5 of PSC's Exhibit Number 3. Pages one, two, three and four
6 of PSC's Exhibit Number 3.

7 MR. WOOD: I apologize my papers are a mess, but
8 I've been on the floor since 9:00 o'clock this morning
9 and I haven't had a chance to get them really
10 straightened up, can I share yours?

11 MS. CLEMONS: Okay.

12 A. Which page.

13 Q. Pages one, two, three and four. That's the June
14 17th letter from Mr. Talbott to you. Is it your
15 understanding that this letter was not closing the file
16 having resolved the complaint? Take a look at the bottom
17 of page three?

18 A. Just give me a minute please now. Let me refresh
19 my memory. My understanding of that was not it was closed
20 by, but he was simply giving a history.

21 Q. Okay. Take a look at --

22 A. The transactions that had taken place and --

23 Q. Mr. Woods --

24 A. Unless you can point out something to me.

25 Q. I will.

1 A. I didn't understand that.

2 Q. Give me the chance. If you take a look at the
3 bottom of page three.

4 A. Okay.

5 Q. That last paragraph that starts with thank you.
6 Could you read that for us please.

7 A. Uh-huh. Thank you. For allowing us to review
8 your complaint. If would you like to pursue this matter
9 further you may request an informal conference. To do so
10 please make your request in writing within 30 days and
11 address it to the following. And this gave me no idea that
12 PSC was closing it.

13 Q. Okay.

14 A. Because I had already -- already made several
15 requests for an informal conference and continued making
16 requests for an informal conference.

17 Q. Can I ask you to turn to page four, that last
18 page of the June 17th letter?

19 A. Uh-huh.

20 Q. Could you read that last sentence. The first on
21 the last paragraph.

22 A. Thank you again for the opportunity to address
23 your concern.

24 Q. And it's still your testimony that you did not
25 believe this letter was closing the complaint?

1 A. No, no, nothing there gives me any indication of
2 that. And I don't know you all's policies. I like to say
3 all I can do is try to go through the rules and you know
4 it's difficult.

5 Q. All right. You testified that John Plescow, you
6 tried to contact him around July of 1998, but that his line
7 was also busy. Then you later testified that you don't
8 think that he did anything on this case?

9 A. I wrote a letter to Mr. Plescow and that's
10 reflected in my exhibits, which you have a copy of.

11 Q. May I ask the question please.

12 A. Oh I thought you had.

13 Q. No, no, I haven't. Could you -- I'm going to
14 hand you PSC Exhibit Number 1. Here you go.

15 A. Okay.

16 Q. Page two please where it's indicated 7/23. Could
17 you read first line there.

18 A. I call the customer and left a message.

19 Q. Did you receive that call, Mr. Wood?

20 A. If a message was left I received it.

21 Q. Okay. Could you turn to page three.

22 A. But we need to -- we need to follow-up on this.
23 He said -- he requested the company to take further action.
24 That's not --

25 Q. Mr. Wood, can I ask the questions?

1 A. I thought you did.

2 HEARING OFFICER: No, she hasn't asked a
3 question. You need to listen to her questions.

4 A. Okay.

5 Q. Can you turn to page three please.

6 A. Page three, sure.

7 Q. Where it's indicated 8/21.

8 A. Okay.

9 Q. Could you read that line please.

10 A. I called the company and GTE said it would issue
11 a time --

12 Q. I'm sorry. The one right above that. Wait, wait
13 let me find out where you're reading at. The first
14 indication for 8/21 right under 8/18.

15 A. I called the customer and I requested that he
16 call me. JFP.

17 Q. Okay. And the following line, starting with
18 8/21.

19 A. I spoke to the customer and he said that he would
20 drop his request for informal conference if he get three
21 weeks out of service credit on his total phone bill, JFP.

22 Q. All right. Do you remember talking to
23 Mr. Plescow on that day?

24 A. Yes, I talked to Mr. Plescow.

25 Q. Okay. Why don't we go to September 4th,

1 beginning with I'm attempting?

2 A. Which September the 4th? Okay. I am attempting
3 to contact the customer but his line remains busy.

4 Q. Is it possible that your line could have been
5 busy?

6 A. Yes, it's possible.

7 Q. All right. September 4th, again, right beneath
8 that?

9 A. I finally contacted the customer 4:00 p.m. and I
10 left a message on his answering machine. I requested that
11 he let me know if he received the agreement, JFP.

12 Q. All right. And on September 9th right beneath
13 that.

14 A. I spoke to the customer, I called him and he did
15 not return my call. He said if a second line was scheduled
16 to be installed and installed with no problems, he would
17 sign the settlement agreement, JFP.

18 Q. All right. Why don't we jump to September 10th,
19 which is the last indication on that page?

20 A. I spoke with the customer and he's satisfied. He
21 said he would sign the agreement and mail it out. And I
22 mailed it out today. I called GTE and relayed what the
23 customer told me.

24 Q. All right. Would you please turn to page four.

25 A. Uh-huh.

1 Q. December 17th at the top of the page please.

2 A. Okay. I called the customer and he has not
3 mailed the agreement yet. He has made some modifications
4 to the agreement, so the company will have to include the
5 changes. I relayed this information to GTE, JFP.

6 Q. All right. After bringing this information and
7 you still needed testimony that you could not get in touch
8 with Mr. Plescow, that he did not do any work on this case?

9 A. I had much -- I had a lot of trouble as I
10 expressed in my letter, the letter reflects accurately my
11 thoughts at the time. And, yes, I did have a lot of
12 trouble, I suppose the department, is very busy. And when
13 he tried to call apparently there were some problems
14 reaching me and we basically accomplished nothing really.

15 Q. Mr. Wood, you testified that the PSC permitted
16 GTE and to disconnect your telephone service without
17 answering your question as to whether you could withhold
18 payment and still keep your service while the complaint was
19 pending. Do you think that was wise to withhold payment
20 without having a received an answer? If that is the
21 correct, that you did not receive an answer from the PSC as
22 you are stating, would it -- is it wise then for you have
23 it withheld that payment without knowing what the
24 ramifications were going to be?

25 A. Yes, it was my understanding at the time that GTE

1 couldn't disconnect me while this thing was before the PSC
2 and, you know, we both had been informed.

3 Q. It was your understanding, but where did that
4 understanding come from?

5 A. I believe it's one of the rules that I ran across
6 or a case with the PSC. I don't have it right off the top
7 of my head.

8 Q. But you just I stated you were waiting for an
9 answer from the PSC?

10 A. That's true. Mr. Fulwood initially answered me
11 and when he answered me. I paid in full. Payment was
12 never the problem.

13 Q. Mr. Wood, you testified that you were concerned
14 about ex parte communications between the PSC and GTE?

15 A. Yes.

16 Q. And I'm not aware of any rule which prohibits the
17 PSC from contacting GTE, if they are trying to resolved an
18 informal complaint, are you?

19 A. I have formal complaints.

20 Q. Mr. Wood, the entire -- entire complaint
21 resolution process is considered an informal process until
22 you are in hearing mode. So are you aware of any rules
23 that would have prohibit the staff of the PSC from
24 contacting GTE to resolve a complaint that you filed?

25 A. I considered -- yeah. I considered it do be in

1 hearing mode when I had a right to an informal conference
2 which by PSC admission at the latest would have been
3 shortly after April of 12, 1998. And because I requested
4 the conference, I'm entitled to notice of hearing and it's
5 been a big problem. I never got it.

6 Q. Mr. Wood, there is a big difference between
7 you're belief that you are entitled to a hearing knowing
8 that you are actually in a hearing process. Do you
9 understand that distinction?

10 A. Repeat the question.

11 Q. Yes. There is a difference between believing
12 that you are entitled to a hearing and knowing that you are
13 actually involved in a hearing; do you understand that
14 distinction?

15 A. There can be a distinction there, yes.

16 Q. Right. So then let's go back to my original
17 question of why then, what rule would prohibit us from
18 resolving your complaint with GTE by the very nature of
19 trying to resolve the complaint we have to talk to the
20 company, right?

21 A. That's correct. But I believe that if the
22 complaintant wants to be there he should be. You all are a
23 public body, you're not like GTE, you're a public body,
24 your meetings are suppose to be open. And -- and
25 conclusion started to be made about the time Ms. Stokes --

1 that they not in sync with documents that should have been
2 in the file and I became concerned.

3 Q. Isn't your testimony then, that if we wanted, for
4 example, to contact GTE to try to have them restore your
5 service that we could not have placed that phone call
6 without having you on the line?

7 A. Probably you could have.

8 Q. Thank you. I'm going --

9 A. I'm not sure. I'm not an expert in you all's
10 rules, you should be.

11 Q. Thank you. I'm going to move on. You stated
12 that the PSC informed you or advised you of some way that
13 we represented you, is that correct?

14 A. Mr. Fulwood did, yes.

15 Q. Do you recall what his statements were?

16 A. Yes, he said, we will -- we're here to basically
17 protect people like you, the public, when you think that
18 GTE or the telephone company isn't giving you the service
19 that you're entitled. Now, this is not his exact words
20 this is a summation of the conversation now. And he says,
21 basically that, you know, we're the only place you have to
22 go. So you have to work us. It's just essentially true.

23 Q. Well, what is your understanding of
24 representation?

25 A. Well, the attorneys came in on it, and started

1 asking me for information and everything which I considered
2 to be like business information and they wanted me to
3 supply. I considered it you're representing me and in my
4 mind that you did.

5 Q. When did the attorneys come in on the case?

6 A. I think Mr. Plescow was an attorney that would
7 have been in early in '98.

8 Q. Mr. Wood, the only attorney that's ever been
9 involved on this case is myself. So I'm trying to get an
10 understanding of who told you that we represented you and
11 do you mean representation in a legal sense?

12 A. Yes, if necessary. You all would be the one's
13 that would -- that would make GTE provide me with minimal
14 services, yes. Like an attorney would if I would go into
15 court for something, yes.

16 MS. CLEMONS: Thank you. I have no further
17 questions.

18 HEARING OFFICER: Mr. Wood, you have the right to
19 expound on any of your answers to any of the questions
20 that have been asked to you by counsel for GTE and PSC
21 as long as it's not repetitive testimony .

22 MR. WOOD: I understand.

23 REDIRECT EXAMINATION

24 MR. WOOD: One of the things that I want to
25 address is that conversation with Mr. Plescow. Yes, I

1 talked with Mr. Plescow. I got some settlement things
2 that again wanted me to waive all my rights and I
3 think I have rights probably outside of the PSC. And
4 the settlement agreement that they want me to sign
5 indicated to me that I waive those rights to. Which I
6 refuse to do.

7 So basically Mr. Plescow while he -- while he --
8 he -- he proceed onward and I don't know where he
9 dropped off. Someone else took up there have been so
10 many people on this. But I really think that during
11 that time period nothing got done. And it's a matter
12 of results -- and when I -- I finally signed something
13 to get \$25 credit. I signed it without the waiver of
14 my rights, which I think I'm entitled to do. But
15 with -- with Mr. Plescow it was just for me it was
16 basically a dead period, a long time of a dead period.

17 And Mr. Fulwood I knew was public official, a
18 representative of the state. And when he represented
19 to me -- to me that I had to come to him or the PSC to
20 get anything done. I believed him. I relied on him.
21 When I -- when he told me that they would represent me
22 and get GTE to provide me with service. I believe
23 they would, I believe that included legal
24 representation. And in the tone of the conversation
25 we had that was what I believed happened. And I

1 believe that it's my belief that they were
2 representing me was probably the controlling, not
3 exactly necessarily what they intended.

4 I'm probably more likely to take things in their
5 layman's context rather than a legal context. But
6 Mr. Fulwood he's not an attorney either. And I -- I
7 didn't know he was new, I found that out today. But
8 even new, I felt that as a public official I had to
9 right to rely on his representation.

10 HEARING OFFICER: I noticed in a number of your
11 letters you signed your name with the initials J.D.
12 following your name.

13 MR. WOOD: Uh-huh.

14 HEARING OFFICER: You have a law degree?

15 MR. WOOD: Yes, I do.

16 HEARING OFFICER: From where?

17 MR. WOOD: Virginia University.

18 HEARING OFFICER: Have you practiced?

19 MR. WOOD: Not for a long time.

20 HEARING OFFICER: Where did you practice?

21 MR. WOOD: West Virginia, Pennsylvania.

22 HEARING OFFICER: So I'm not sure I understand
23 why you're understanding of what the agency's role in
24 this is that of a layman.

25 MR. WOOD: Because Mr. Fulwood is a layman and I

1 would expect him to talk with me in layman's terms.

2 HEARING OFFICER: But you're not a layman.

3 MR. WOOD: I believe that I'm entitled to, you
4 know, he spoke as a public official, Your Honor.

5 HEARING OFFICER: You don't have the ability to
6 distinction between his representation of you as just
7 a member of the public investigating a complaint
8 versus representation in a legal capacity in an
9 administered board regulatory hearing?

10 MR. WOOD: When he -- he represented me and the
11 attorney's came on I assumed that they were
12 representing to a legal capacity.

13 HEARING OFFICER: Did you ever ask them if they
14 were representing you in a legal capacity?

15 MR. WOOD: I'm trying think. I believe -- I
16 believe I asked Donna Clemons. And she said -- what
17 was her reply. She said, yes that we take your
18 information and, you know, we use that information.

19 HEARING OFFICER: That's not answering my
20 question.

21 MR. WOOD: I'm sorry. I thought I was.

22 HEARING OFFICER: Did you ask her specifically if
23 she was representing you in a legal capacity.

24 MR. WOOD: No, I didn't.

25 HEARING OFFICER: Thank you. You can proceed

1 with the rest of your redirect.

2 MR. WOOD: Okay. The court is opened an area
3 that I think I need to address. I have no knowledge
4 of Florida law except that it's very different from
5 where I was. The Federal laws down here I know are
6 different. And I haven't practiced in several years
7 and I have no -- I don't think I should be held
8 basically to any higher standard than anyone else.

9 HEARING OFFICER: I'm not holding you to any
10 higher standard. I'm just asking questions because I
11 noticed JD after your name.

12 MR. WOOD: It's there. But I think that needs to
13 be explained. And I think, again, I have to -- I'm
14 entitled to take Mr. Fulwoods and the PSC's attorneys
15 answering, you know, normal terms especially
16 Mr. Fulwoods. And he let me know that he was the only
17 one that could use, take this forward and he was. So
18 if he wasn't representing me nobody was representing
19 me.

20 And I want the record to reflect that I did not
21 think the PSC was closing my case. And, again,
22 Mr. Fulwood said he closed it in May and here's June
23 17th and I get a letter from Mr. Talbot summarizing
24 transactions that had expired. I had no idea it was
25 closed. I think if they wanted me to know that the

1 case was closed that they would have said we are
2 hereby closing your case. And I -- I received no
3 communications that let me believe it was closed.
4 That's was why I continued submitting to PSC and to
5 GTE. I think that's about it.

6 HEARING OFFICER: Okay. Thank you. You have
7 have any other witnesses?

8 MR. WOOD: No.

9 HEARING OFFICER: Thank you. Any witnesses from
10 the GTE?

11 MS. CLEMONS: I have one witness which will be
12 about five minutes worth of testimony and that's Debby
13 Kampert.

14 HEARING OFFICER: Okay.

15 MS. CASWELL: Would you please state your name
16 for the record?

17 MR. WOOD: Hold on just for a minute.

18 MS. CASWELL: Oh, I'm sorry.

19 DEBBY KAMPERT, having been produced as a witness on
20 behalf of the petitioner, and having been first duly sworn,
21 testified as follows:

22 DIRECT EXAMINATION

23 BY MS. CASWELL:

24 Q. Would you please state your name for the record?

25 A. My name is Debby Kampert. K-A-M-P, like Paul,

1 E-R-T.

2 Q. What is your title?

3 A. Specialist Regulatory Affairs.

4 Q. So what is your involvement in this case?

5 A. My position is a liaison in between GTE and the
6 Public Service Commission.

7 Q. Okay. You've been involved the entire time it's
8 been at the PSC; is that what you?

9 A. Yes.

10 Q. Can you tell us what happened with the toll block
11 after Mr. Wood paid his bill and he was reconnected; what
12 happened with the toll block?

13 A. Okay. When the payment was received it was
14 actually posted on May 9th. We did not receive,
15 specifically a phone call from Mr. Wood into the billing
16 office or to customer relations. And therefore basically
17 it was inadvertently left on after the payment was received
18 until the Commission, I think it was Mr. Fulwood, brought
19 it to my attention that the toll block was still on. We
20 immediately -- June the 3rd, we found out late that day, so
21 the next day June the 4th it was removed.

22 Q. Okay. Mr. Wood did not call to have it removed
23 he called the PSC, who in return called you?

24 A. We have no record as to who called into the
25 business office or customer relations.

1 Q. Okay. Did Mr. Wood have to actually make toll
2 calls even after the toll block on?

3 A. Yes, yes.

4 Q. And how did he make calls to your knowledge?

5 A. Calling card.

6 Q. And why do you know that?

7 A. I saw them on the bill and also foster customer
8 relations rerated those calls as if had he dialed directly.

9 Q. Okay. So in other words he received -- he
10 received compensation for any rate?

11 A. Differential.

12 Q. And in excess of what he would have paid his
13 subscribed carrier?

14 A. Yes.

15 Q. Did we provide service credit for the time the
16 block remained on the line erroneously?

17 A. The -- I am not aware of SPG at that time.

18 Q. Right. But I'm talking about service credit on
19 his bill? It would have been his June 1998 bill I believe?

20 A. Yes, there were not an SPG in June of '98 there
21 were two out of service credits for days of out of service
22 that he claims he was out of service.

23 Q. Okay. And do you believe that GTE is obligated
24 to provide Mr. Wood any greater compensation than he's
25 already received for the block having remained on his line?

1 A. No.

2 MS. CASWELL: Okay. That's all I have. Thank
3 you.

4 HEARING OFFICER: Thank you. PSC?

5 MS. CLEMONS: No, Your Honor.

6 HEARING OFFICER: Mr. Wood?

7 MS. CASWELL: Yes, Your Honor.

8 CROSS-EXAMINATION

9 BY MR. WOOD:

10 Q. Ms. Kampert, we -- we spoke several times over
11 the months from probably December of 1997 through at least
12 mid 1998, didn't we?

13 A. Yes.

14 Q. And you were -- you were GTE's representative
15 basically, correct?

16 A. I am one of GTE's representatives that's correct.

17 Q. But concerning my complaint with the PSC you were
18 basically the representative. You were the liaison, the
19 person who coordinated things with GTE and the PSC?

20 A. Correct.

21 Q. Okay. Do you remember us talking about the
22 problems that I was having on my lines?

23 MS. CASWELL: I'm going to have to object.

24 Ms. Kampert was offered only to testify to the toll
25 block that was the scope of her direct. So I believe

1 your limited by the scope of --

2 MR. WOOD: What's the relevance?

3 HEARING OFFICER: It's beyond the scope of your
4 direct and she's not your witness so.

5 Q. (By Mr. Wood) One of my complaints was the toll
6 block, wasn't it? I complained. I paid my bill and the
7 toll block wasn't removed and I complained?

8 A. See you notified Mr. Fulwood who called me.

9 Q. Uh-huh. And that was three weeks approximately
10 after you received my money?

11 A. Correct.

12 Q. And I apologize I'm getting tired. In any -- in
13 any business things get through the cracks you miss things,
14 don't you. You can't be on top of everything all the time?

15 A. I don't know how to answer that. No, I do a
16 pretty good job, Mr. Wood.

17 Q. Do you? But mine went through the cracks, didn't
18 it?

19 A. We inadvertently did not remove the toll block.

20 Q. Inadvertently, it went through the crack. You
21 never called me, did you?

22 A. You didn't --

23 Q. At least -- at least this one thing you
24 personally never called?

25 A. I did not. Nope, I did not -- was not aware of

1 your payments.

2 Q. And you don't remember the letter that I wrote
3 addressed to you, stating that I just got the thing, the
4 decision of Mr. Fulwood. And according to his directions I
5 was making payment, you don't remember that letter?

6 A. Yes, sir. I do recall that letter. However, you
7 claiming to make payment does not prove to me that payment
8 is made.

9 Q. Was there something that I did or said that would
10 lead you to believe that I would not make payment, if you
11 know?

12 A. I believe that when the payment gets posted to
13 the account.

14 Q. Pardon?

15 A. It is obvious to me once the payment posts to the
16 account, your letter promising payment was not -- didn't
17 really mean anything to me.

18 Q. Okay. So my -- my phone -- even though I told
19 you that I sent in a payment, you didn't really believe me?

20 A. I did not see a payment posted on your account at
21 that time.

22 Q. And then I might as well have stuffed my letter
23 in the garbage can and not send -- and save my .32 cent
24 stamp then, correct?

25 A. It's up to you Mr. Wood.

1 Q. I mean, you know, I -- I -- I guess what I'm
2 really asking what weight that you gave my letter?

3 A. I gave it the weight that -- I'm not sure what
4 you intended me to do with the letter.

5 MS. CASWELL: Mr. Wood, can you find a letter for
6 us, because I'm not sure what you're talking about and
7 I don't think the witness does.

8 MR. WOOD: She said she recognized it.

9 MS. CASWELL: Yeah, I'm sure she does, but I
10 don't know. I don't know where it is.

11 MR. WOOD: I'll see if I can find it here. I'm
12 just testifying from memory. And she is to and she's
13 probably looked over it.

14 MS. CASWELL: What's the date of the letter?

15 MR. WOOD: The letter of May 4th, 1998 the GTE
16 Florida.

17 MS. CASWELL: Okay. That was not addressed to
18 Ms. Kampert, correct?

19 MR. WOOD: That was -- that was where I was
20 directed to send by communications in GTE.

21 MS. CASWELL: Okay.

22 MR. WOOD: And I assumed to who ever it went to
23 that day, would have been corrected and filed it into
24 the right place with her, which apparently she got.

25 MS. CASWELL: Okay. Who did you directly send

1 that to, Mr. Wood, I don't recognize the address on
2 that letters at all and I --

3 HEARING OFFICER: Probably she could answer that
4 question.

5 MS. CASWELL: I'm sorry.

6 HEARING OFFICER: You may proceed.

7 Q. (By Mr. Wood) Okay. So basically when I sent
8 that letter you never gave it much weight, correct?

9 MS. CASWELL: I think Mr. Wood is testifying. I
10 think he's already asked this question. And I think
11 it's been answered as well.

12 MR. WOOD: Your Honor, I still haven't
13 established what weight she gave the letter.

14 HEARING OFFICER: I'm sure what weight you want
15 her to give the letter.

16 MR. WOOD: I don't know that's what I want to
17 determine, you know.

18 HEARING OFFICER: If she had paid attention to
19 the letter what is she suppose to with the letter,
20 essentially you're going to make payment.

21 MR. WOOD: Then her payment was -- the payments
22 are posted by computer the spread instantly throughout
23 the system. And she should have notice that I made
24 the payment, it should have come in. And with this
25 letter it should put her own word to keep an eye on

1 it, you know, on a payment coming on this specific
2 line.

3 HEARING OFFICER: Okay. She didn't do that so
4 let's move on.

5 Q. Okay. Have you ever had problems with anyone
6 else on Schaefer Lane making payments?

7 MS. CASWELL: Objection. This is the beyond the
8 scope of direct testimony and beyond the scope of the
9 hearing.

10 MR. WOOD: Sustained.

11 Q. (By Mr. Wood) In removing a block, in looking
12 for a payment and removing a book from a line. Often what
13 you look for is the name and the rank and position of the
14 people that sent them in the -- the -- the -- the payment
15 or the letter saying they're going to pay.

16 MS. CASWELL: Just a minute, Mr. Wood. Can you
17 clarify by what you mean by name and rank of the
18 person calling in? Are you referring to the customer.

19 MR. WOOD: If -- if --

20 MS. CASWELL: What is a rank relative to a
21 customer maybe you could explain that to us?

22 MR. WOOD: I'm saying that if she gets a letter
23 from someone who is the president of Alcoma -- up the
24 road here, it's a big citrus plant.

25 MS. CASWELL: Okay.

1 MR. WOOD: Then I'm asking her if she would give
2 that more weight coming from him, a letter coming from
3 him that he's going to make a payment than someone
4 else.

5 MS. CASWELL: I'm going to have to object to
6 that. He's asking her to speculate to something that
7 hasn't happened and isn't even relevant. She can
8 answer it.

9 HEARING OFFICER: I'm going to let her answer it.
10 He's asking does it matter where the letter comes
11 from?

12 A. Thank you. No, sir.

13 Q. (By Mr. Wood) Then -- then you -- you -- you
14 treated my letter as high priority as anyone else's that I
15 was making payment?

16 A. Yes, sir.

17 Q. And then miss -- ya'lls failure was just an
18 inadvertent mistake?

19 A. Yes, sir.

20 Q. And isn't it true that anyone that would come
21 from the area Schaefer Lane that had a toll block on it and
22 sent a letter, you would give the same amount of credits to
23 that letter as say the president of Alcoma or someone?

24 MS. CASWELL: I think we've already asked this
25 question?

1 MR. WOOD: Sustained.

2 Q. (By Mr. Wood) In relation to my removal of the
3 toll block from the time it came, haven't you and your
4 associates of GTE pretty much concluded that I was a pain
5 in the butt, so to speak.

6 A. No, sir.

7 MR. WOOD: I have nothing further.

8 HEARING OFFICER: Redirect?

9 MS. CASWELL: I've got nothing further.

10 HEARING OFFICER: Any other witnesses from GTE.
11 I have no further witnesses.

12 MS. CLEMONS: Your Honor, before we move on could
13 we take five minutes. We were expecting to be done
14 and be able to make our flight at 6:45, but it doesn't
15 look like that's going to happen.

16 HEARING OFFICER: Yes.

17 (A short recess was taken, after which time the hearing
18 resumed with all of the parties present.)

19 HEARING OFFICER: Back on the record. We'll just
20 do a couple things real quick first. Mr. Wood, you
21 found some documents?

22 MR. WOOD: Yes, Your Honor, I want to offer them
23 as part of my exhibit package and have them entered as
24 evidence:

25 HEARING OFFICER: I have a letter dated May the

1 23rd, 1998, which is from someone named Elizabeth
2 Crawford and we'll mark that as Wood Exhibit Number 2.
3 Mr. Wood, I'm not sure is this --

4 MR. WOOD: That's the envelope that the letter
5 came in and attached to the letter or should have
6 been.

7 HEARING OFFICER: All right. And then I have
8 some apparently it is a printout of the e-mail from
9 someone named sweetemoone@AOL.com to
10 Groundsquirrle@Juno.com. And we'll mark as Wood
11 Exhibit Number 3. And any objections?

12 MS. CLEMONS: No, Your Honor.

13 MS. CASWELL: No, Your Honor.

14 HEARING OFFICER: I'm going to admit them as
15 Number 2 and Number 3. There was some earlier
16 objections to Composite Exhibit Number 1. I think
17 it's fairly clear of which of those deal with subjects
18 that are material to the hearing rather than go
19 through each composite as Composite Exhibit Number 1
20 is admitted. If we can go through the GTE exhibits
21 and make sure the one's that weren't discussed have
22 been identified as something. GTE Number 1 in your is
23 the documents July 15th, 1999 from the PSC and
24 memorandum.

25 MS. CASWELL: Right.

1 HEARING OFFICER: GTE Number 2 is a letter dated
2 April 17th, 1998 to Mr. Durbin from Ms. Kampert.

3 MS. CASWELL: Right.

4 HEARING OFFICER: GTE Number 3 was testified by
5 the February 20th letter. GTE Number 4 is a letter
6 dated June 15th, 1998 to Mr. Durbin from Ms. Kampert.

7 MS. CASWELL: I think, it's January 15th.

8 HEARING OFFICER: I'm sorry you're right. That's
9 GTE Number 4.

10 MS. CASWELL: Correct.

11 HEARING OFFICER: GTE Number 5 is a -- I'm not
12 sure what this is.

13 MS. CASWELL: It's an e-mail from Shirley Stokes
14 it's to Debby Kampert.

15 HEARING OFFICER: If you GTE Number 6 is a
16 letter, I guess, a memo from Ms. Kampert to Shirley
17 Stokes dated May 25th, 1999. April 30th, 1999 a
18 letter to Mr. Wood from Ms. Kampert and that's GTE
19 Number 7.

20 MS. CASWELL: Uh-huh.

21 HEARING OFFICER: I have an e-mail from
22 Ms. Kampert to Ms. Stokes dated April 22nd, 1999.

23 MS. CASWELL: Correct.

24 HEARING OFFICER: So that's GTE Number 9. GTE
25 Number 9 is a, I guess, it's a telephone call?

1 MS. CASWELL: This is a log from the PSC and I
2 think it might be in their exhibits, but I'm not sure
3 that's why I included it in here. It's just a copy in
4 a funny form.

5 HEARING OFFICER: GTE Number 9. GTE Number 10
6 letter dated April 17th, 1998 to Mr. Fulwood from
7 Ms. Kampert. GTE Number 11 a letter dated April 17,
8 1998 from Mr. Durbin from Ms. Kampert. GTE what
9 Number -- what's Number 12.

10 MS. CASWELL: Oh, 12 is our tariff for allowance
11 for reductions. It's A2.4.4(a)(4).

12 HEARING OFFICER: Thank you. GTE Number 13?

13 MS. CASWELL: Is our tariff setting forth service
14 performance guarantee it's after number seven on the
15 page.

16 HEARING OFFICER: Thank you. GTE Number 14?

17 MS. CASWELL: And that is our tariff regarding
18 the liability of the company for service and
19 allowance.

20 HEARING OFFICER: Thank you. We're going to
21 admit all of those documents. And we'll turn to the
22 PSC. You have as the evidence 1 through 4. The PSC
23 is there anything objection from any of those
24 exhibits?

25 MR. WOOD: 1 through 4.

1 HEARING OFFICER: Thank you, yes.

2 MR. WOOD: I haven't had a chance to look at it.
3 I'm going to object -- object to all of it, just let
4 the court rule. I don't know anything else to do.

5 HEARING OFFICER: They're admitted.

6 MS. CLEMONS: Thank you, Your Honor.

7 HEARING OFFICER: Thank you. Any witness?

8 MS. CLEMONS: Yes, I do, Your Honor. PSC calls
9 Leroy Raspberry.

10 LEROY RASBERRY, having been produced as a witness on
11 behalf of the petitioner, and having been first duly sworn,
12 testified as follows:

13 DIRECT EXAMINATION

14 BY MS. CLEMONS:

15 Q. Please state your name and business address?

16 A. Leroy Raspberry, 2540 Schumacher Oak Boulevard
17 Tallahassee, Florida 32399.

18 Q. Are you employed and in what capacity?

19 A. I'm employed with the Florida Public Service
20 Commission. And I'm bureau chief in the division of
21 Consumer Affairs.

22 Q. Please give us a brief description of your
23 educational background and your professional experience?

24 A. I graduated with a Bachelors Degree in Business
25 Administration from Florida A&M University in 1974. I have

1 worked with the Florida Public Service Commissions for 21
2 years. I started as an analyst, worked for 10 years or so
3 in that position, started in Miami, Florida. Transferred
4 to Tallahassee, where I continued my analyst duties until
5 the end of that transfer year of 1989. And I took over the
6 Division of Water and Waste Water where I served as a
7 regular program analyst. I stayed there for five years.
8 And the opportunity came open for me to apply for Bureau
9 Chief, prospect in division of Consumer Affairs which I
10 applied for and got. And I took that position January 1,
11 of 1995 where I maintained that position to this date.

12 Q. Please describe your present responsibilities in
13 your capacity as Bureau Chief?

14 A. I supervise approximately 22 fellow employees in
15 the bureau of complaints resolution of the division of
16 consumer affairs. I have five -- approximately five intake
17 analyst and six resolution analyst. About five quality
18 assurance analyst, one operations in management consultant
19 and I have three supervisors and clerical.

20 Q. Please describe the process or system by which
21 consumer complaints are tracked in your division?

22 A. We have a system in consumer affairs called the
23 complaint activity tracking system, we call it CATS. In
24 that system that's where we place any contact that comes in
25 from consumers, whether it be verbal or written. If it's a

1 fax, if it's e-mail, or whatever form it comes in we will
2 document that contact in that system. When that
3 documentation goes in as soon as we are finished placing
4 that documentation in, the system automatically date stamps
5 the time that we enter that contact. And that's how we
6 basically do those.

7 Analyst worked to determine up front, if a
8 contact is number one, jurisdiction contact and we handled
9 complaints differently depending on whether they're in our
10 jurisdiction or not. And once that's done, we go on which
11 jurisdiction and we document it. And then we would send to
12 the company for reply. And our rules allow the company
13 about 15 days to send us a reply to our complaint.

14 And once again the analyst gets the reply back,
15 that's the time that it's analyzed to determine whether
16 there's a probable rule or infraction or not. And after
17 that the case is closed, we call it closed or resolved with
18 a code that either identify it closed as apparently ruling
19 fraction or a nonruling fraction.

20 Q. Please take a look at PSC Exhibit Number 1?

21 A. All right.

22 Q. Is Exhibit Number 1 consistent with the
23 complaints tracking system that you just described?

24 A. Yes, it is.

25 Q. And are you familiar with the customer complaint

1 of Mr. Wood?

2 A. Yes.

3 Q. Against GTE?

4 A. Yes.

5 Q. And is -- is -- is this is -- PSC Exhibit Number
6 1 the cut -- the CATS tracking system for the complaint of
7 Mr. Wood?

8 A. Yes, it is.

9 Q. When did consumer affairs receive this complaint?

10 A. We received the complaint in on December 30,
11 1997?

12 Q. And which one of your employees worked on the
13 complaints and to what extent.

14 A. John Plescow. Dick Durbin, Shirley Stokes,
15 Ms. Pam Johnson, Pamela Johnson, and Kate Smith. And John
16 Plescow, was our visually impaired at that time, he was
17 helping us on the phones. And the way we had the system
18 set up at the time, was that John would take the call, the
19 system would automatically assign an analyst to, you know,
20 to do the visual that he could not do. And that analyst
21 was Dick Durbin.

22 When we received the request for the informal
23 conference Ms. Pamela Johnson, which is one of my
24 supervisors, just dumped it into the CATS system, that a
25 request was received. Once that request was received and,

1 of course, we received two. But just going down through my
2 complaints and who worked on it and for what stint. John
3 Plescow was assigned to do three phone conference
4 negotiations, with the hope of possible settlement.

5 After that failed the case as automatically
6 related to Shirley Stokes to handle and schedule the
7 informal conference. After the informal, and no settlement
8 was received, the case was then passed to Kate Smith to
9 handle the staff recommendation and agenda conference.

10 Q. Can you please tell us what the nature of
11 Mr. Wood's complaint was as it came in on December 30th,
12 1997?

13 A. Basically trouble receiving telephone calls.

14 Q. Did the complaints involve a billing amount in
15 dispute?

16 A. There was no billing amount identified.

17 Q. If Mr. Wood had identified a billing amount in
18 dispute, how would the complaint have been handled?

19 A. Public Service Commission rule 25-22.032
20 subsection 10, allows that if disputed amounts which is the
21 way that it's identified are mentioned in the complaint,
22 that we would immediately let the company know there is a
23 disputed amount in the case and that they're not to treat
24 the customer for collection action to that amount.
25 However, any other amount besides the amount that's

1 identified as the disputed amount is open for collection
2 action. The rule goes onto say that if the customer cannot
3 identify a disputed amount, there is, one, for instance the
4 billing concern, which this one wasn't, that it would try
5 to come into some type of agreement between the utility and
6 the customer to what a reasonable disputed amount is.

7 If that fails, then the rule allows for the
8 Commission to pick a reasonable disputed amount and
9 establish that amount.

10 Q. Please take a look at PSC Exhibit Number 2 pages,
11 pages one and two; can you tell us what those are?

12 A. This is apparently Mr -- it's February 3rd letter
13 is that the one? These are the letters that were
14 identified as being sent to, faxed to the forwarded.

15 Q. (Nods head.)

16 A. From Calvin Wood.

17 Q. What data appears on those letters?

18 A. February 3rd, 1998, February 3rd on both of them
19 1998.

20 Q. Did the Division of Consumer Affairs receive
21 those letters on or around February 3rd, 1998?

22 A. Not to my knowledge.

23 Q. And why do you think so?

24 A. I don't think they were sent to the Division of
25 Consumer Affairs.

1 Q. All right. Would you take a look at PSC Exhibit
2 Number 1?

3 A. Okay.

4 Q. Is that letter indicated there?

5 A. I don't see this February.

6 Q. Let me ask you this.

7 A. I see the letter, February.

8 Q. Right, there are two February --

9 A. February 9th.

10 Q. The second February 9th explains what the letter
11 was, could you read that for us?

12 A. Fax to GTE, we had have received a letter from
13 Mr. Woods stating his problem have not been resolved and
14 please provide a follow-up.

15 Q. Do you believe that's the February 3rd letter?

16 A. Yes, I believe it is. He's complaining in this
17 letter he's well -- he's wanting a hearing.

18 Q. Right. Does that -- does it say anything like
19 that in the February 3rd letter?

20 A. It says here if I can read it, please tell me why
21 there's been no response to my request that my service be
22 allowed to continue until my complaint with GTE has been
23 resolved. Am I entitled to a hearing and if so when I can
24 I have one.

25 Q. Right, now let's go back to PSC Exhibit Number 1.

1 A. Okay.

2 Q. And that February 9th, 1998 notation?

3 A. It appears to be different letters. He's asking
4 about a hearing in the February 3rd letter. And in
5 February 9th, he's saying just that the matter had not been
6 resolved.

7 Q. All right. And -- and is it your testimony that
8 every letter that comes in is tracked by the CATS system?

9 A. Yes, we put a date and time.

10 Q. If you had received this letter around February
11 3rd, 1998 as indicated on the letter, how would you have
12 responded to Mr. Wood's question of whether -- whether he
13 could -- would be allowed to keep his service while his
14 complaint was pending?

15 A. There was no dispute amount identified, it was a
16 service matter and not a billing matter. I don't see how
17 we could tell the company to, because I believe his issue
18 was payment. And I just don't see where we could allow him
19 to maintain his service, I mean to, you know, to not have
20 to pay this bill. It's not a billing issue to start with.

21 Q. All right. I'm going to ask you to turn to PSC
22 Exhibit Number 2 again, this time page six. Can you tell
23 us what this letters is?

24 A. This is the customers request for an informal
25 conference.

- 1 Q. How did Consumer Affairs respond to this request?
- 2 A. This request was premature. Our rules provide
3 that the -- the complaints must first be completed and
4 taken to the resolution stage. And that the staff should
5 make a proposed resolution of the complaint to the
6 customer. And after that point, the customer still
7 believes that there's some violation of the rule or statute
8 or company tariff, then the customer can then in a 30 day
9 period, can then request a informal conference. The case
10 was still open at the time and as a result this request was
11 premature.
- 12 Q. Can you tell us what rule you are referring to?
- 13 A. 25-22.320 sub 4.
- 14 Q. When was a resolution to the complaint proposed?
- 15 A. The proposed resolution was made on June 16th,
16 1998.
- 17 Q. And how was the resolution proposed?
- 18 A. It was proposed by Mr. John Talbott and it was
19 sent on June 17th.
- 20 Q. What happened after staff proposed a resolution
21 to Mr. Wood?
- 22 A. What happened in this case. Afterwards Mr. Wood
23 wrote again, questioning the phone conference.
- 24 Q. Do you know what that date was?
- 25 A. The request from him for a phone conference was

1 July 2nd, 1998.

2 Q. And did Consumer Affairs schedule an informal
3 conference at that time?

4 A. No, we didn't.

5 Q. Why not?

6 A. Because we believe the rule allows us latitude to
7 try and work on a settlement between the parties. At this
8 point we did not have a time frame established to -- to --
9 to handle that informal conference. And the rule does
10 state that at any time during the proceeding both parties
11 may reach a settlement.

12 Q. And again which rule are you referring to?

13 A. 25-22.032 sub 4.

14 Q. Do you know how long the preconference settlement
15 negotiations was used in this case?

16 A. Approximately eight months.

17 Q. Why did the negotiations continue for that
18 extended length of time?

19 A. We felt that they we were making progress in the
20 presettlement negotiations. We continued to -- our staff
21 continued to make contacts with the customer and we felt
22 that we were making progress. We were having problems
23 staying on task with the initial purpose of the complaint,
24 because the caller continued to move. And it was very
25 difficult to nail down.

1 MR. WOOD: What continued to move?

2 A. We were having problems moving forward, for
3 settlement because we felt target was -- it was a moving
4 targets.

5 Q. Was there talk of an actual settlement at that
6 time?

7 A. There were talks during that time frame. The
8 customer agreed to settle, customer agreed to sign the
9 settlement agreement, customer agreed to help the
10 settlement, and after that it was a day-to-day agreement.
11 Our staff would call back later and just the agreement had
12 not been made out. It was just back and forth and no
13 settlement was ever reached.

14 Q. What happened at the end of the eight month
15 period that you just described?

16 A. We eventually determined that there was not going
17 to be a settlement. And we decided to go on with the
18 informal conference.

19 Q. And what did staff do at that point, after you
20 decided that there was going to be no settlement and you
21 wanted to go on with the informal conference?

22 A. That was the time we gave it to Ms. Shirley
23 Stokes. That would have been shortly after that Ms. Stokes
24 scheduled the informal conference for May 12th of 1999 and
25 in which time it was scheduled. Mr. Wood participated

1 Ms. Stokes. participated, and GTE representative
2 participated.

3 MR. WOOD: Could he speak up. Could you talk a
4 little louder. I'm having trouble hearing.

5 Q. Was there any intentional delay of the informal
6 conference due to any sort of coercion with GTE?

7 A. No. The records shows that we spent a great deal
8 of time working on this case trying the reach settlement.
9 And so I arranged to settle this case, because they were
10 continuing to come and we just couldn't afford to try. I
11 mean, we would -- there would be no advantage to us. The
12 answer's no.

13 Q. What happened at the informal conference?

14 A. Well there was a telephone conference,
15 Ms. Shirley Stokes moderated the conference. And like I
16 said earlier it was handled by telephone. Mr. Wood was on
17 telephone and GTE was I believe was on the phone. And
18 Mr. Fulwood and Shirley was together holding the
19 conference. And several times during the conference there
20 was a technical problem with the instrument that Mr. Wood
21 was using, was a pay phone, and I think it had a time
22 frame, time out and I think that happened maybe one or two
23 times. And eventually he moved to an instrument or they
24 made some type of connection where they were were able to
25 hold the conference. There was no settlement. There was

1 talk about a \$25 settlement, the credit, you know, these
2 different credits that have been floating around for the
3 duration of the case. But eventually there was no
4 settlement reached. And the conference ended.

5 Q. Did Mr. Wood indicate at that time what it would
6 take to settle the case?

7 A. I am not sure.

8 Q. Okay. What happens after the informal
9 conference?

10 A. Then a recommendation was written for -- to be
11 heard at the next available agenda conference which was for
12 July 15th of 1999. And at that agenda conference that's
13 when the case was settled or to be heard by a fact finding.

14 Q. Okay.

15 MS. CLEMONS: I have nothing further.

16 HEARING OFFICER: Did you have questions?

17 MS. CASWELL: I have no questions.

18 HEARING OFFICER: Mr. Wood.

19 MR. WOOD: Yes, please.

20 CROSS-EXAMINATION

21 BY MR. WOOD:

22 Q. Mr. Raspberry, you had a lot of cases going
23 through at the time my complaint was going through, didn't
24 you?

25 A. Yes, sir.

1 Q. And you don't have a lot of time to spend on an
2 individual case, do you?

3 A. When it comes to informal conference request we
4 have a staff set aside to spend as much as necessary to
5 handle it at that point. We do have another system in
6 place where we try to get them in and get them resolved and
7 that's where the intake analyst and the resolution analyst
8 party control group comes in.

9 Q. Then by pushing a settlement agreement that would
10 pretty much clear up any problems that happened and if they
11 happened within the PSC? And what I'm speaking about and
12 I'm going -- directed to it, that part of my files went to
13 customer relations and part of it went to Mr. Fulwood?

14 A. Initially your contacts was with Division of
15 Consumer Affairs. Somehow your contact moved to the
16 Division of Communications. There was some communication
17 problem here. I don't know. I don't see in the records if
18 you told Mr. Fulwood that you been dealing with Consumer
19 Affairs when you first contacted him. Eventually he found
20 out about that. I don't know if was a month later or so.
21 And then you contacted us for information, any information
22 that we had on the case.

23 Q. And you all procedures aren't always followed
24 letter for letter are they, it's informal?

25 A. We do our best to follow the rules.

1 Q. But they're not necessarily always followed, are
2 they?

3 A. No one's perfect.

4 Q. Okay. And you knew Mr. Fulwood when he -- when
5 he come to work with PSC?

6 A. Nope I had never met him.

7 Q. Do you know about when you met him or what the
8 occasion was?

9 A. I don't remember the first time that I met him.

10 Q. Okay. Do you remember the first time you met him
11 in relation to my complaint?

12 A. In relation to your complaint would have probably
13 been when -- as I mean, as far I seen him around, in
14 relation to your complaint, would have been when we were
15 preparing the complaint.

16 Q. Okay. Then your knowledge is restricted other
17 than by reports until what, a month or so ago?

18 A. Yeah. A little less than a month. I have access
19 to the CATS system in my staff, right.

20 Q. So you never really did much on this case until
21 less than a month ago?

22 A. That's -- that's correct. I answered your
23 request for the conference. That was -- but I did not
24 directly on your case, no.

25 Q. Okay. And you have no idea whether the records

1 are complete?

2 A. I can tell you that our staff is trained to be
3 thorough. When you say complete perhaps you are referring
4 to some other records that perhaps don't show you in our
5 files, that you may have. But to my knowledge the records
6 are complete.

7 Q. And I want to draw your attention just for a
8 minute here on the February 3rd letter, a fax?

9 A. Is that an exhibit?

10 Q. The one dated February 3rd at the front and
11 another one dated April the 8th, I believe?

12 A. Uh-huh.

13 MR. WOOD: And, Your Honor, to clarify the record
14 the date on that letter is wrong. The correct date is
15 on the fax header. And I would submit to the Court,
16 that the April 8th letter -- I saw that I messed up
17 today and faxed the April 8th letters. And I think
18 the record should be clarified on that.

19 Q. So -- actually Mr. Fulwood isn't within your
20 realm of authority at all, is he?

21 A. No, he's not.

22 Q. He's over in other another department?

23 A. Yes, sir.

24 Q. And basically you're the record keeper?

25 A. I'm --

1 Q. Your department keeps the records under the CATS
2 system?

3 A. Yes. We keep -- yes we do.

4 Q. Oh, uh-huh. And if -- if -- if the records going
5 to a couple of different complaints even though they're
6 related and they're kept in two different places, you
7 wouldn't necessarily pick that out, would you?

8 A. In this case we didn't. And sometimes complaints
9 come into departments, and at that time we weren't tracking
10 them as we are now. Today we're using one central tracking
11 system. At that time, I don't believe that tracking system
12 was being utilized nationwide.

13 Q. Okay. I'd like to show you a document entitled
14 complaint against the PSC dated June 1st, 1998, and see if
15 you can show me where that is found in your records? You
16 have that included?

17 A. I don't see a reference to it on the CATS system.

18 Q. Okay. So you don't know whether that complaint
19 was filed or not, you have no record of it?

20 A. No. I have no record of it in the CATS system.

21 Q. Okay. Do you have a record anywhere else?

22 A. Could possibly be one in our Division of Record
23 General Reporting it depends on where the records came in.

24 Q. What's the date on that, tell me the date?

25 A. June 1st, 1998.

1 Q. And you heard Mr. Fulwood say that on that toward
2 the end of May he closed the case?

3 A. Yeah, I heard that.

4 Q. You believe there's probably problems continuing
5 after he closed the case?

6 A. Actually he did not close -- the case was not
7 closed by him at that time. There maybe a
8 mischaracterization of the terminology. The CATS case was
9 still open the initial case that we took.

10 Q. Uh-huh.

11 A. Some how Mr. Fulwood was pulled into your
12 complaint and including communication. He didn't know that
13 we had another complaint and so he was working over here on
14 the complainant and we're working on over here on the
15 complaint. When he initially found out about it that's
16 when we merged everything together.

17 Q. Then this complaint might be somewhere else in
18 another file, correct?

19 A. This is the complete complaint.

20 Q. Okay.

21 A. It's merged.

22 Q. It's merged?

23 A. Yes, sir.

24 Q. You merged this one? You never had --

25 A. I don't know about -- I thought you were talking

1 about this.

2 Q. I'm talking about this where's this complaint at?

3 A. I have no idea.

4 MS. CLEMONS: Your Honor, could you have Mr. Wood
5 identify what he is showing the witness.

6 MS. CASWELL: I can clarify it. That complaint
7 is in PSC's exhibit. It's PSC 17 of the original
8 list, but it's in their exhibit packet. So obviously
9 they have a record of it.

10 MR. WOOD: Thank you.

11 MS. CLEMONS: Is that PSC Exhibit 2 page 20?

12 Q. (By Mr. Wood) So basically this complaint hasn't
13 been merged in with the one we're hearing today?

14 A. It is apart of the exhibits that we have here.

15 Q. Are the exhibits -- has it been merged yet?

16 A. I see a dates -- I see a date stamp that says
17 June 3rd, 1998, where our Division of Communications
18 received it.

19 Q. Uh-huh. And from your CAT files and whatever you
20 want do you -- can you tell me what was done with this
21 complaint?

22 A. Nope. I can't tell you. I can say that in
23 writing of the recommendation all of the documents that
24 were in our possession were taken under consideration.

25 Q. All right. Not by you?

1 A. I didn't write the recommendation.

2 Q. And you don't know whether they took it into
3 consideration you're assuming that they did?

4 A. Just said that they --

5 MS. CLEMONS: Objection. Your Honor, the
6 question has been asked and answered. The witness
7 testified that the date stamped to go into the
8 Division of Communications that the complaints were
9 eventually all merged together and a recommendation
10 was then made, taken into consideration, everything
11 that Mr. Wood had filed up to that point.

12 MR. WOOD: Your Honor, he said he didn't know --
13 and the gist of his conversation he has no record of
14 it in his CAT files and he sees and it was pointed out
15 to him as an exhibit, but has no idea of happened to
16 it.

17 HEARING OFFICER: It's overruled. You can answer
18 the question. Go ahead.

19 A. All right. Okay, reask the question.

20 Q. Do you know what happened to this complaint that
21 was filed?

22 A. It ended up in our Division of Communications,
23 who at the time, was not required to use the CATS system.
24 And when you showed that to me, just now, you did not
25 identify it as an exhibit.

1 Q. No. It's not an exhibit.

2 MS. CASWELL: It's an exhibit.

3 MR. WOOD: Not for me it's not. I mean, you
4 know, they put it in as their exhibit.

5 Q. And you have have -- did this -- did this
6 complaint ever come within your CATS file jurisdiction?

7 A. Apparently it's not documented on the CATS file,
8 but it was considered for recommendation.

9 Q. You assume it was considered?

10 A. I'm saying it was.

11 Q. You're saying it was?

12 A. Yes, sir.

13 Q. What's your basis for that?

14 A. It's the entire file. We merged the entire file.

15 Q. Uh-huh.

16 A. After May 15th, 1998 when Mr. Fulwood found out
17 about Consumer Affairs involvement on the case. That's
18 when we merged the files.

19 Q. And two weeks later -- about two weeks later he
20 closed the case?

21 A. That's a mischaracterization. I believe that his
22 part of it was coming to an end, but we continued on with
23 it by including his information with what we had in our
24 Consumer Affairs System.

25 The case was not closed according to the Public

1 Service Commission until June -- June 16th.

2 Q. And despite another complaint on June the 1st
3 about 15 days before you closed the case, you summarily
4 closed everything. That's what your records show?

5 A. We closed it on June 16th, 1998.

6 MR. WOOD: I have a no further questions.

7 HEARING OFFICER: Thank you. Any redirect?

8 MS. CLEMONS: Yes, Your Honor.

9 REDIRECT EXAMINATION

10 BY MS. CLEMONS:

11 Q. Mr. Rasberry, could you please turn to PSC
12 Exhibit Number 4 page two?

13 A. Okay.

14 Q. Do you see where it's indicated June 16th, could
15 you read us what that -- what that says?

16 A. June 16th, turned over summary of Wood's
17 complaint to Durbin so he could post letter to Wood.
18 Complaints closed on June 16, '98.

19 Q. And could you just tell the Court what you're
20 reading from?

21 A. I'm reading from.

22 Q. What PSC Exhibit Number 4 is?

23 A. It is the -- it is from the separate tracking
24 system, I believe, that's used in Division of
25 Communications.

1 MS. CLEMONS: Thank you. I have no further
2 questions.

3 HEARING OFFICER: I guess -- thank you
4 Mr. Raspberry. PSC have any other witness.

5 MS. CLEMONS: Yes, I have another. I call
6 Mr. Lennie Fulwood.

7 HEARING OFFICER: Mr. Fulwood, you're still under
8 oath.

9 MR. FULWOOD: All right.

10 DIRECT EXAMINATION

11 BY MS. CLEMONS:

12 Q. Mr. Fulwood, please describe the process or the
13 system that you used in the Division of Telecommunications
14 in March of 1998 to track consumer complaints?

15 A. The complaint comes into the division and the
16 department supervisor pass it on to the engineer. The
17 engineer in turn take that complaint and enter -- at that
18 time into the time management system. And then it's
19 assigned a tracking number and the complaint log is opened
20 up on that file.

21 From that point we were send -- we forwarded the
22 letter of complaint or the description of the call of the
23 complaint to the utility. And then we send a letter to the
24 consumer acknowledging receipt of the complaint.

25 Q. Is this the same system that is used by the

1 division of Consumer Affairs, the CATS system?

2 A. No, it is not.

3 Q. So if a document had come into the Division of
4 Communications it would have appeared in your system in
5 TMS?

6 A. Yes, it would have.

7 Q. Would it have appeared in the CATS system and
8 Consumer Affairs?

9 A. Not at time, no.

10 Q. So how did -- how did then would you know whether
11 a document was received? It would --

12 A. It was receive in Consumer Affairs we would not
13 know and --

14 Q. Who is we?

15 A. Coming into the division -- Telecommunication
16 would not know if we received a document directly, then we
17 would handled it as a brand new document.

18 Q. Okay. Please turn to PSC Exhibit Number 2 and
19 look at page, pages one, two and three again. Mr. Wood has
20 admitted that this letter is miss dated, February 3rd, that
21 it was not actually sent to the commission until April 8th,
22 could you tell us why that's significant?

23 A. The reason why it's significant, because in the
24 letter he's asking why there's been no response to why his
25 services -- my service be allowed to continue until my

1 complaint with GTE has been resolved. At that time, if the
2 letter was written on February 3rd, then the Public Service
3 Commission would not have responded to him to keep it open.
4 Being that they did, the letter was not received until
5 April 8th and service was already disconnected by the time
6 this letter was received. So there was no way that we
7 could do anything to prevent his service from being
8 disconnected.

9 Q. When you did respond to Mr. Wood's question as to
10 whether or not his service could be kept on while his
11 complaint was pending, what did you respond to Mr. Wood?

12 A. That his service could be kept on while the
13 complaint was pending?

14 Q. Right. Did you give -- did you give him a
15 response?

16 A. Yes. I responded that GTE had no obligation to
17 keep his service on while the complaint was pending. But I
18 would then -- he was speaking of his medical condition and
19 I told him I would do the best that I could to make sure he
20 had service so he was able to call, if he needed to call
21 somebody in case of emergency. And until the complaint was
22 over, just to foster good will.

23 Q. Were you aware at that time of PSC rule 25- --
24 25-4.081 emergency 911 access, which basically states that
25 once a customers telephone service is temporarily

1 disconnected that 911 access must -- must be retained?

2 A. At that time I wasn't aware. Again, I was new
3 and I was not aware of that and that's why I pushed GTE to
4 keep his service on. Had I been aware mto reconnect the
5 service -- had I been aware of that, of course, my course
6 might have been different. By the time I became aware of
7 that his service was connected and we had already spent
8 that amount of process, it was already rehashed or
9 regenerated.

10 Q. Does the -- does the PSC have any other programs
11 that would have assisted Mr. Wood?

12 A. Under universal service they have life line that
13 I'm aware of.

14 Q. What is life line?

15 A. Life line --

16 MR. WOOD: Your Honor, I would object. None of
17 this -- none of this is relevant.

18 MS. CASWELL: Directly relevant.

19 HEARING OFFICER: How so?

20 MR. WOOD: They after -- after -- after the
21 tornado in March 9th they should have been there, came
22 back and installed my lines. And they -- the records
23 reflect that. So life line isn't material, 911 isn't
24 material until they came back in April and reconnected
25 my service. And that's when they put the phone lines.

1 None of this -- none of this is material.

2 MS. CLEMONS: Your Honor, may I respond?

3 HEARING OFFICER: You don't need to. It's
4 overruled. Go ahead and answer the question.

5 A. Life line is a part of universal service. It's
6 in part for providing service for those who may be, cannot
7 pay their bills or something of nature. I don't have any
8 of the documentation on the universal service as where I
9 can read it. But its basically meant to aid in those that
10 are having problems with paying their bills, to make sure
11 they're able to retain service.

12 Q. So given Mr. Wood's allege heart condition under
13 the 911 rule, you would have access to emergency services?

14 A. Yes.

15 Q. And under the life line program, he would
16 probably, if you know, since his service was disconnected,
17 for nonpayment, he probably could have received some kind
18 of assistance to help him get his telephone back on?

19 A. I'm sure he could. And he would probably because
20 he can't afford -- that's probably put -- definitely put in
21 that category.

22 Q. Are you familiar with rule 25-4.113 (f) -- 3 sub
23 (f) this is the rule that talks about refusal to continue
24 service by a company?

25 A. Yes, I'm familiar -- there are different segments

1 of that rule as far as the particular lending you're
2 talking about, you know, I can look at it right quickly.

3 Q. Yes.

4 A. Okay. Yes, I'm familiar with that, yes, ma'am.

5 Q. Does this rule require that GTE consider
6 Mr. Wood's medical condition prior to disconnecting him for
7 nonpayment of bills?

8 A. No, it does not.

9 Q. Could you tell us I'm going to turn to a
10 different subject now. Could you tell us about your
11 transportation to Mr. Wood's residence when you did the
12 site visit?

13 A. Yes, I was originally -- I was on a service
14 evaluation and I was in Naples, Florida at the time. And
15 on my way back from the service evaluation, being that the
16 situation was what it was between the company or the
17 company was saying, and what Mr. Wood's was saying. I
18 asked the supervisor could I stop back on my way back to
19 Tallahassee could I go by Mr. Wood's residence and take --
20 do some test and call completion.

21 He gave me permission to do that. So I rang
22 staff with GTE and Mr. Wood on 5/28/99 it was kind of last
23 minute that I got permission. When I arrived, I arrived to
24 their central office in Lake Wales, which is not too far
25 away from here. But as Mr. Wood's states now, however, he

1 had already stated, he was at a pretty remote location. So
2 as a standard of procedure when it's a remote location like
3 that, most definitely, I drove to Lake Wales, to their
4 central office and GTE took me to the residence.

5 Q. All right. Mr. Wood in his testimony stated that
6 you pulled up to his residence laughing, that at that time
7 he knew he wouldn't get anything from the PSC and that it
8 looked worse than bad. Are you familiar with, and I gave
9 you my rules, so let me just grab that back. Are you
10 familiar with rule 25-21.050 Florida Administrative Code
11 acceptance of gifts and subsection -- subsection (g) of
12 that rule talks about transportation in a regulated --

13 A. Yes.

14 Q. -- entities vehicle?

15 A. Yes, I'm familiar with that rule.

16 Q. Does that rule allow you to accept transportation
17 in a regulated entities vehicle under certain
18 circumstances?

19 A. Yes, it does. Would you like me to read it?

20 Q. Yes.

21 A. It says under section (g) (2) the acceptance of
22 transportation in a regulated vehicle by employee or a
23 field trip to a site that is remote or difficult to access
24 in a regulated entities vehicle.

25 Q. Could you tell us why the circumstances that you

1 described when you went out to Mr. Wood's residence would
2 qualify you under -- under this provision to accept a ride
3 in regulated entities vehicle?

4 A. Well, from my understanding of his site it was a
5 remote site. When I talked to Mr. Wood's on the phone and
6 he notified me that he stayed on dirt road. I was driving
7 my own vehicle. And my vehicle is not qualified to drive
8 down a dirt road. So that, that point alone gave -- made
9 this -- made this a remote site or a site that would be
10 difficult for me access.

11 Q. Do you have anything else to add regarding that
12 matter?

13 A. No.

14 MS. CLEMONS: Thank you. I have no further
15 questions. The witness is available for cross.

16 HEARING OFFICER: Thank you. Ms. Caswell.

17 MS. CASWELL: I just have a couple of questions.

18 CROSS-EXAMINATION

19 BY MS. CASWELL:

20 Q. I believe you testified that you pushed GTE to
21 reconnect Mr. Wood because you thought that perhaps he
22 would not have 911 service if he's disconnected, is that?

23 A. Yes.

24 Q. And -- and you also stated that your course might
25 have been different and if you had known the requirement to

1 keep 911 service in, is that right?

2 A. Yes.

3 Q. And when you said your course might have been
4 different, did you mean that you would not have encouraged
5 GTE so strongly to reconnect Mr. Wood, if you had known
6 that he had still had 911 service?

7 A. Yes.

8 MS. CASWELL: Thank you.

9 HEARING OFFICER: Thank you. Mr. Wood.

10 CROSS-EXAMINATION

11 BY MR. WOOD:

12 Q. Mr. Fulwood, what made you assume that the site
13 was remote or what do you consider remote.

14 A. Remote is something that difficult to access.
15 Something that's a distance from the central office where
16 I'm suppose to meet. I think now it's about 20 miles from
17 here or so. The distance mileage wise was remote. The
18 distance, like you say you stayed down a dirt road, I drive
19 a car that's very low to the ground and I do not take it
20 down dirt roads. So I do not plan to walk from the
21 entrance down -- you stayed quite a bit a ways down that
22 road, and you let me know that. So I considered your site
23 remote.

24 Q. Then you're not familiar with the sign on 60
25 going out toward Nalcrest that it's 10 miles?

1 A. That's?

2 Q. 10 Miles? There's a sign out there are you not
3 familiar with it?

4 A. I'm not one hundred percent familiar with it,
5 Mr. Perry. At the time I was in Naples and when I pulled
6 it up on the Internet it said 20 miles to Alturas. So when
7 when I typed in Lake Wales and Alturas I got 18 so
8 approximately 20 miles. But I'm not -- I'm not trying to
9 say the exact mileage of where you live. I'm not 100
10 percent familiar, there again, the lack of familiarity
11 would make me ride with the GTE personnel.

12 Q. And you -- you were driving your car you said,
13 that was your choice to drive your car, wasn't it?

14 A. No, it was not.

15 Q. You mean GTE -- PSC doesn't give you a state
16 vehicle to drive back and forth on your business?

17 A. No, it does not. I mean, they are available, but
18 I was on a six week evaluation, and in a lot of cases and I
19 would 90 -- I've never driven a state car on these
20 evaluations. I've always driven my car down to Miami and
21 Fort Lauderdale and other locations. So yes one maybe
22 available, but you have to -- there's a certain system for
23 filing for it or applying for it and so forth. There's one
24 person in our group that has a state car, and that's his,
25 when he needs it for his evaluation. But being that we go

1 sporadically and so forth, we're not assigned a state car.

2 Q. Then -- then -- they don't have a car pool where
3 you go check one out for PSC business?

4 A. I'm sure they're available from time to time.

5 Q. Uh-huh.

6 A. But under your -- I was on a service
7 evaluation -- I wasn't even in Tallahassee when I left to
8 come visit your residence. I was in Naples, Florida which
9 is, you know, southerly. No, I did not have the access to
10 take a vehicle to come visit your property.

11 Q. What kind of car do you have?

12 A. A Toyota Celica.

13 Q. And basically it's your choice then to take your
14 car? You don't go through the trouble of checking one out
15 or checking the availability?

16 A. Most of the people in the group do not.

17 Q. They go ahead and take their cars?

18 A. Correct.

19 Q. That's a matter of of personal choice, isn't it?

20 A. In some. We have three or four people in
21 evaluation. I don't know if in our section can get that
22 many cars at once, because the amount of the cars aren't
23 plenty.

24 Q. If -- if you're required to go on PSC business,
25 then you're telling me that they're not required to give

1 you transportation?

2 A. I don't know what they're required to do. I've
3 never questioned what my job duties entail. I was given a
4 choice at that time to drive a state vehicle or to drive my
5 own. So if you want to say it's my choice, yes it was my
6 choice to drive my vehicle down there. And it was my
7 choice to come to your site visit with you, which is
8 something that's not standard of procedure, but I choose to
9 do it as to try to help serve you.

10 Q. You don't think it looks bad when you pulled up
11 with the GTE people doing an inspection and suppose to
12 represent the state and the independent?

13 A. No, because according the statutes here, it's
14 within my cope -- I'm able to do that according to the
15 statutes. I made it -- as I have made it pretty clear on
16 the phone, if I was not there as you said you kind of
17 mischaracterized what I said, but I said it's my job is to
18 help protect the consumer. The consumer issues, so it's my
19 job to help protect you. I represent you, but help protect
20 you that is what the Public Service Commission does.

21 And so for me to ride up in their vehicle or my
22 vehicle to me was significant, because I was coming to help
23 you.

24 Q. And do you do this often ride with GTE or the --
25 the utility companies in their vehicles?

1 A. No, I do it when my job warrants it. If you're
2 doing group evaluations a lot of the times we do ride in
3 the utility vehicles. But we do so -- a variety of things
4 where we travel and we'll drive in our vehicle -- I will
5 use my own vehicle. There are certain jobs we have that we
6 use our own vehicles, but we typically use, because we're
7 going to a lot of remote spots, or we're not just going to
8 wherever our heart take us that day. But we typically ride
9 with someone who's familiar with the area. We point to the
10 map, we want to go here. And they take us there. There's
11 no way we could get to where we wanted to go, with the
12 central office boundary map and the zone -- we could drive.
13 We would have to basically point out to the individual and
14 say I want to go here take me there. Are they take us.

15 So it's standard procedure when we're doing loop
16 test to ride with the company. And I was doing the loop
17 test, so it's standard procedure to ride with the company.

18 Q. Well, then you've changed your story then.
19 Because before it was because it was remote and you don't
20 take your car down dirt roads?

21 A. That's inclusive also.

22 Q. You heard the lady from GTE back here testify
23 that by the time my request to remove a blockage, my toll
24 restrictions for long distance service that I was already a
25 pain in the butt for GTE?

1 MS. CASWELL: Objection. She never testified to
2 that affect.

3 MR. WOOD: She certainly did.

4 HEARING OFFICER: No, she did not.

5 MS. CASWELL: The record will reflect what she
6 testified to.

7 Q. Had I become a problem with PSC also.

8 A. You weren't a problem with me. I don't think any
9 of the time that I had handled your problem. I thought I
10 was offering to help, which I think you just mentioned, but
11 I think I was offering to help you at all times.

12 Q. Uh-huh.

13 A. With when a smile when I met you. I greeted you
14 with a smile.

15 Q. Uh-huh. And even though that you had sufficient
16 doubts that my complaints were valid that you closed --
17 closed the complaint?

18 A. I had suspicious doubts that your complaint was
19 valid?

20 Q. Uh-huh.

21 A. At what time are you talking about.

22 Q. You -- I understood you -- you said that you --
23 you considered it closed along toward the end of May of
24 1998?

25 A. And I quote to you, Mr. Raspberry read to you off

1 of TMS file that I read to you earlier 6/16 turned over
2 summary of Wood's complaints to Durbin, so he could tell
3 Mr. Wood complaint closed. As far as my TMS file, I closed
4 this TMS file on 6/15 turned over the letters to Dick
5 Durbin. On 6/16 was a letter from my understanding was
6 going to be written on 6/16 Exhibit 4 -- Number 4 page two.
7 I didn't come out to your residence until May 29th, so I
8 could not have closed during the middle of May.

9 Q. Is it unusual to have a complaint run this long?

10 A. It's standard to close a complaint within about
11 30 days. They try to push to close the complaint. But
12 there are many that run longer than that. It depends
13 how -- how good the negotiations go. If it's a -- some are
14 resolved simply, some are not. But our standard procedure
15 is 30 days, but there are many cases where complaints do
16 exceed that time frame.

17 HEARING OFFICER: Will you try to stay within the
18 realm of the questions he was asked on direct
19 examination by the PSC.

20 MR. WOOD: Yes, sir.

21 HEARING OFFICER: One of the last questions
22 where he's answers should have been on point are
23 questions that you have covered in your direct
24 examination of this witness.

25 MR. WOOD: I'm finished.

1 HEARING OFFICER: Any redirect?

2 MS. CLEMONS: No, Your Honor.

3 HEARING OFFICER: Thank you. Anymore witnesses?

4 MS. CLEMONS: No, Your Honor we're done.

5 HEARING OFFICER: Mr. Wood anything further?

6 MR. WOOD: Nothing, Your Honor.

7 HEARING OFFICER: All of the exhibits have been
8 admitted. The rules of the definitive administrative
9 hearings provide for a period of time in which you
10 have the right to file recommended order. That time
11 period depends upon whether or not somebody's ordering
12 a transcript. I understand from the court reporter,
13 PSC is ordering a transcript.

14 MS. CLEMONS: Yes, Your Honor.

15 HEARING OFFICER: Proposed recommended orders --
16 and we can go off record and I'll explain what those
17 are suppose to be, will be 10 days from the filing of
18 the transcripts unless the parties want more time.
19 You're allowed to have more time, you just have to
20 agree on how much more time you want for that to
21 happen in those 10 days.

22 MS. CASWELL: Would that agreement have to occur
23 today, just so we're clear.

24 HEARING OFFICER: Yes.

25 MS. CLEMONS: I'm fine with the 10 days.

1 MS. CASWELL: I don't care. Just so we agree
2 today that we're all clear when those are due.

3 HEARING OFFICER: Ten days -- is ten sufficient
4 for you. I'll explain let's go off the record.

5 (Off the record discussion was held, after which time the
6 hearing resumed.)

7 HEARING OFFICER: On the record. The proposed
8 recommended orders are due 30 days, by the agreements
9 of the parties, 30 days from the date of the filing of
10 transcript. It's standard procedure is that the
11 Administrative Law Judge gets the original transcript
12 and the copy goes to the PSC who's ordering it.
13 Anybody else who's transcripts you have to make those
14 arrangements with the court reporter. If you don't
15 order transcripts, you need to make some arrangement
16 with the reporter to get a copy of the cover letter or
17 something that notifies you of the date that that
18 documents is transmitted to the Division of
19 Administrative Hearings.

20 If you want to the make closing statements you
21 can make those as part of your conclusion of law
22 section. Anything else before we close?

23 MS. CASWELL: Can I just ask one question about
24 the findings of fact. Does that contemplate that --
25 you say they're short number paragraphs, do we make

1 references to the transcript there.

2 HEARING OFFICER: Yes, in fact, if order the
3 transcript your, I believe, the rules in division
4 still require this, you might want to check because
5 nobody's asked me in awhile. The rules used to
6 require and I think they still do you cite from the
7 transcript to whatever exhibits you are relying upon
8 to support the factual finding you make in the
9 paragraph.

10 MS. CASWELL: Thank you. And when we say date of
11 filing of the transcript that will appear on the
12 transcript, correct?

13 HEARING OFFICER: That's the date stamped that
14 will appeared on the transcript after it's received in
15 my office it just depends on how it gets mailed.
16 You're always welcome once you get that cover letter
17 to contact my office and ask what date the transcript
18 was date stamped. Any anything else?

19 MR. WOOD: Can I ask the court reporter if she'll
20 send cover letters to everybody when she files.

21 HEARING OFFICER: I guess the hearing concludes.
22 (Thereupon, the hearing was concluded at 6:40 p.m.)

23

24

25

REPORTER'S HEARING CERTIFICATE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

STATE OF FLORIDA)
COUNTY OF POLK)

I, CATHERINE R. FLYTE, Freelance Reporter, certify that I was authorized to and did stenographically report the hearing; that a review of the transcript was not requested; and that the transcript is a true and complete record of my stenographic notes.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED this 28th day of December, 1999.



Catherine R Flyte

CATHERINE R. FLYTE

Hearing Calvin Wood vs. GTE and PSC

December 8, 1999

<p style="text-align: center;">\$</p> <p>\$25 [4] 30:2 80:19 93:13 123:1 \$50,000 [1] 77:14 \$500 [3] 76:22 77:5 81:22</p> <hr/> <p style="text-align: center;">1</p> <p>1 [12] 85:14 108:16,19,22 110:22,25 112:10 113:20,22 114:6 117:2,25 10 [12] 16:22 17:5 41:9 43:22 110:5 112:2 115:20 141:25 142:2 148:17, 21,25 100 [2] 2:11 142:9 10577 [1] 7:21 10th [1] 87:18 11 [1] 110:7 110 [1] 41:1 111 [1] 2:14 11th [2] 60:13 63:2 12 [3] 90:3 110:9,10 123 [1] 2:15 12th [5] 47:1,5 74:8,14 121:24 13 [2] 57:16 110:12 132 [1] 2:16 133 [1] 2:19 13th [4] 57:18 60:19,23 63:3 14 [1] 110:16 140 [1] 2:20 141 [1] 2:21 15 [2] 113:13 132:3 151 [1] 2:23 15th [5] 108:23 109:6,7 123:12 131: 16 16 [1] 132:18 16th [6] 39:5 119:15 132:1,5,14,16 17 [3] 81:1 110:7 129:7 17th [10] 39:18 82:13,23 83:14 84: 18 88:1 96:23 109:2 110:6 119:19 18 [3] 17:2,7 142:7 18th [4] 42:13 44:9,10 70:20 1974 [1] 111:25 1980 [1] 39:18 1986 [1] 7:22 1987 [1] 33:5 1989 [1] 112:5 1995 [1] 112:11 1996 [1] 11:14 1997 [13] 7:24 10:24 21:5 33:6 40: 18 47:3 53:20 71:18 73:4 81:13 100:11 114:11 115:12 1998 [47] 13:4 18:6 24:16 27:14,24 30:16 33:5,7 38:24 39:18 41:6,15 42:13 47:4 56:25 57:8,18 58:11 76: 13,14 78:1 82:13,23 85:6 90:3 99: 19 100:12 103:15 108:1 109:2,6 110:6,8 116:18,19,21 118:2,11 119: 16 120:1 127:14,25 129:17 131:16 132:5 133:14 146:24 1999 [13] 2:2 3:13 34:2,3 47:5 49:2</p>	<p>108:23 109:17,17,22 121:24 123:12 151:15 1st [3] 127:14,25 132:2</p> <hr/> <p style="text-align: center;">2</p> <p>2 [7] 108:2,15 109:1 116:10 118:22 129:11 134:18 20 [6] 16:24 17:6 41:17 57:15 129: 11 141:16 142:6,8 200 [1] 20:16 2000 [1] 37:12 201 [1] 1:19 207.57 [1] 40:24 20th [4] 46:24 47:1 65:4 109:5 21 [1] 112:1 21st [2] 45:19 62:17 22 [1] 112:14 22nd [1] 109:22 23rd [1] 108:1 24 [3] 78:5,11,24 25 [2] 46:17 135:23 25-21.050 [1] 139:10 25-22.032 [2] 115:19 120:13 25-22.320 [1] 119:13 25-4.081 [1] 135:24 25-4.113 [1] 137:22 2540 [1] 111:16 25th [3] 59:10 63:15 109:17 27th [1] 30:16 28th [1] 151:15 29th [3] 39:24 43:17 147:7 2nd [1] 120:1</p> <hr/> <p style="text-align: center;">3</p> <p>3 [7] 57:16 83:5,6 108:11,15 109:4 137:22 30 [10] 13:17 33:8 75:18 84:10 114: 10 119:8 147:11,15 149:8,9 30th [3] 40:24 109:17 115:11 31st [2] 33:5,7 32 [1] 102:23 32399 [1] 111:17 3rd [20] 27:14,24 31:11 41:6,15,17 98:20 116:12,18,18,21 117:15,19 118:4,11 126:8,10 129:17 134:20 135:2</p> <hr/> <p style="text-align: center;">4</p> <p>4 [11] 65:4 109:5,9 110:22,25 119:13 120:13 132:12,22 147:6,6 4:00 [1] 87:9 40 [1] 75:18 400 [1] 20:16 4th [11] 36:23 38:2 63:14 65:17,21, 24 86:25 87:2,7 98:21 103:15</p> <hr/> <p style="text-align: center;">5</p> <p>5 [1] 109:11 5/28/99 [1] 138:22 50 [1] 8:16</p>	<p>55 [1] 2:5 5th [1] 38:24</p> <hr/> <p style="text-align: center;">6</p> <p>6 [1] 109:15 6/15 [1] 147:4 6/16 [3] 147:1,5,6 6:40 [1] 150:22 6:45 [1] 107:14 60 [7] 16:4,4 25:3,9 32:24 40:5 141: 24 60's [2] 15:20 18:23 600 [1] 1:22 6th [2] 70:13 71:9</p> <hr/> <p style="text-align: center;">7</p> <p>7 [2] 2:4 109:19 7/23 [1] 85:16 75 [1] 8:16 79 [1] 19:10</p> <hr/> <p style="text-align: center;">8</p> <p>8 [2] 2:2 3:13 8/18 [1] 86:14 8/21 [3] 86:7,14,18 80 [1] 19:11 82 [1] 2:6 8th [9] 34:24 47:19 48:18 49:2 126: 11,16,17 134:21 135:5</p> <hr/> <p style="text-align: center;">9</p> <p>9 [4] 81:1 109:24,25 110:5 9:00 [2] 3:13 83:8 90 [1] 142:19 911 [29] 20:8 36:13 61:17 62:5,20 63:10,16 64:3,11,15,22 66:23,24 67: 1,1,4,5 68:3,4,12,15,23 135:24 136: 1,23 137:13 140:22 141:1,6 92 [1] 2:7 97 [2] 2:10 34:14 98 [5] 34:14 83:2 92:7 99:20 132:18 99 [1] 71:19 9th [14] 27:25 58:11 60:2 62:12 65: 21,24 73:4 87:12 98:14 117:9,10 118:2,5 136:21</p> <hr/> <p style="text-align: center;">A</p> <p>a&m [1] 111:25 a.m [1] 3:13 a2.4.4(a)(4 [1] 110:11 ability [8] 9:16,20,23 32:15 36:13, 14 52:22 95:5 able [20] 8:11,12,14,25 13:15 21:1,6 22:16 40:5 42:14 43:4 66:20 70:13 80:14 81:16 107:14 122:24 135:20 137:11 144:14 aboard [1] 41:24 above [2] 18:3 86:12 above-styled [2] 3:12,17 absolutely [3] 57:24 60:3 73:21</p>	<p>accept [4] 29:7 39:1 139:16 140:2 acceptance [2] 139:11,21 access [8] 125:18 135:24 136:1 137:13 139:23 140:10 141:14 143: 9 accomplished [1] 88:14 according [5] 72:13 102:4 131:25 144:13,14 account [3] 102:13,16,20 accumulated [1] 32:6 accurately [1] 88:10 acknowledged [2] 41:15 49:3 acknowledging [1] 133:24 acre [1] 25:16 across [9] 16:6 18:12 25:23,24 30: 22 52:24 58:25 62:2 89:5 act [1] 11:18 action [5] 85:23 115:24 116:2 151: 13,14 activity [1] 112:23 actual [1] 121:5 actually [10] 13:17 34:13 82:23 90: 8,13 98:14 99:1 126:19 128:6 134: 21 adams [4] 29:11,12 44:25 51:3 add [1] 140:11 added [2] 47:10 52:6 additional [3] 33:8 48:19 52:5 address [7] 5:19 84:11,22 92:25 96: 3 104:1 111:15 addressed [2] 102:3 103:17 adds [1] 81:20 adjustment [4] 40:25 41:2,3,5 adjustments [1] 41:1 administered [1] 95:9 administration [1] 111:25 administrative [8] 1:15 3:14,15 50:21 139:10 148:8 149:11,19 admissible [1] 27:21 admission [1] 90:2 admit [2] 108:14 110:21 admitted [8] 27:16 49:1 50:3 82:15 108:20 111:5 134:20 148:8 advantage [1] 122:11 advised [3] 43:8 49:21 91:12 aerial [1] 18:3 affairs [18] 47:12 98:3 111:21 112: 9,16,22 114:9 116:20,25 119:1 120: 2 124:15,19 131:17,24 134:1,8,12 affect [1] 146:2 afford [2] 122:10 137:20 afraid [4] 21:3 62:15 73:2,8 afterwards [1] 119:22 agency [4] 7:3 34:19 51:16,21 agency's [1] 94:23 agenda [4] 49:22 115:9 123:11,12 ago [7] 8:17 4:10 125:17,21 by ETS agree [4] 69:3,3 148:20 149:1</p>
--	---	---	---

Reliable Reporting, Inc.

500 South Florida Avenue, #600, Lakeland, Florida 33801

(941) 682-8737

Hearing Calvin Wood vs. GTE and PSC
December 8, 1999

<p>agreed [7] 4:8,13 19:6 50:19 121:8, 8,9</p> <p>agreement [13] 42:8 87:11,17,21 88:3,4 93:4 116:5 121:9,10,11 124:9 148:22</p> <p>agreements [2] 45:18 149:8</p> <p>ahead [6] 4:9 15:7 75:4 130:18 137:4 143:17</p> <p>ahold [10] 4:2 12:1,2,5 21:6 22:16 41:19 44:25 52:12,12</p> <p>aid [1] 137:9</p> <p>alcoma [2] 105:23 106:23</p> <p>alert [1] 19:16</p> <p>all's [2] 79:4 85:2</p> <p>allege [1] 137:12</p> <p>allow [5] 4:8 20:10 113:12 118:18 139:16</p> <p>allowance [2] 110:10,19</p> <p>allowed [5] 31:14 117:22 118:13 134:25 148:19</p> <p>allowing [1] 84:7</p> <p>allows [3] 115:20 116:7 120:6</p> <p>alls [1] 91:9</p> <p>almost [7] 16:18 17:3 18:2 26:3,12 34:13 55:6</p> <p>alone [2] 19:22 140:8</p> <p>already [13] 27:16 38:18 47:17 84:14,14 99:25 104:10 106:24 135:5 136:7,8 139:1 145:24</p> <p>alton [2] 29:11 44:25</p> <p>alturas [2] 142:6,7</p> <p>ambulance [4] 17:19 32:18 49:14 66:20</p> <p>amenities [1] 8:25</p> <p>american [1] 11:18</p> <p>amount [18] 40:25 81:8 106:22 115:14,16,17,23,24,25,25 116:1,3,6,8,9 118:15 136:8 143:22</p> <p>amounts [1] 115:20</p> <p>analyst [12] 112:2,4,7,17,17,18 113:7,14 114:19,20 124:7,7</p> <p>analyzed [1] 113:15</p> <p>annette [1] 18:9</p> <p>annoying [1] 33:23</p> <p>another [24] 4:12 8:2,13 9:8 12:17 16:2 36:20,21 39:9 45:19 52:14 53:5,6,9,12,18 68:23 124:5 126:11,22 128:13,18 132:2 133:5</p> <p>answer [17] 8:18 56:7,9 61:1,2 67:21,22 80:21 88:20,21 89:9 101:15 104:3 106:8,9 130:17 137:4</p> <p>answer's [1] 122:12</p> <p>answered [5] 89:10,11 104:11 125:22 130:6</p> <p>answering [13] 21:11 55:3,22,25 56:4,6,11 57:2,5 87:10 88:17 95:19 96:15</p> <p>answers [2] 92:19 147:22</p> <p>anticipate [1] 12:6</p>	<p>anybody [7] 7:3 17:4 23:10 53:3 65:12 66:10 149:13</p> <p>anyone's [1] 14:22</p> <p>anyway [2] 7:5 75:4</p> <p>apart [3] 24:5 29:10 129:14</p> <p>apologize [3] 51:5 83:7 101:12</p> <p>apparent [1] 13:22</p> <p>apparently [12] 6:15 33:2,11 42:18 48:20 49:19 88:13 103:24 108:8 113:18 116:12 131:7</p> <p>appear [1] 150:11</p> <p>appearances [1] 3:18</p> <p>appeared [3] 134:4,7 150:14</p> <p>appears [2] 116:17 118:3</p> <p>applied [1] 112:10</p> <p>apply [1] 112:8</p> <p>applying [1] 142:23</p> <p>appropriate [1] 5:21</p> <p>approval [1] 6:3</p> <p>approximate [2] 34:8,9</p> <p>approximately [9] 25:2 38:5 39:18 52:14 101:9 112:14,16 120:16 142:8</p> <p>april [30] 24:16,16 33:16 34:24 35:13,19 45:19,23 47:4 61:20 62:13 63:9,14 65:4,4,17,21,24 90:3 109:2,17,22 110:6,7 126:11,16,17 134:21 135:5 136:24</p> <p>area [12] 15:3 16:16 24:18 25:19 35:8 53:13 61:10 72:15,17 96:2 106:21 145:9</p> <p>aren't [4] 51:24 82:14 124:23 143:22</p> <p>arms [1] 22:21</p> <p>around [14] 12:13 14:18 16:9 17:8 23:19 50:8 56:24 62:3 63:10 85:6 116:21 118:10 123:2 125:13</p> <p>arranged [2] 74:10 122:9</p> <p>arrangement [1] 149:15</p> <p>arrangements [7] 6:5 28:8 53:9 66:12 67:7 73:20 149:14</p> <p>arrived [2] 138:23,23</p> <p>asian [1] 16:3</p> <p>aside [1] 124:4</p> <p>assess [4] 9:24 67:17 68:7,20</p> <p>assessment [1] 69:2</p> <p>assign [1] 114:19</p> <p>assigned [4] 41:17 115:3 133:19 143:1</p> <p>assistance [1] 137:18</p> <p>assistant [1] 38:3</p> <p>assisted [1] 136:11</p> <p>associates [1] 107:4</p> <p>assume [6] 29:6 42:17 51:24 71:4 131:9 141:12</p> <p>assumed [2] 95:11 103:22</p> <p>assuming [1] 130:3</p> <p>assurance [1] 112:18</p> <p>attached [2] 39:3 108:5</p>	<p>attachment [3] 39:2,2,3</p> <p>attack [2] 20:2,3</p> <p>attempt [2] 27:6 35:21</p> <p>attempted [1] 28:15</p> <p>attempting [2] 87:1,2</p> <p>attempts [1] 57:16</p> <p>attention [4] 38:21 98:19 104:18 126:7</p> <p>attorney [7] 12:7 92:6,8,14 94:6 151:11,12</p> <p>attorney's [1] 95:11</p> <p>attorneys [3] 91:25 92:5 96:14</p> <p>aubrey [1] 38:23</p> <p>august [15] 18:6 33:15 34:3,3 40:6 42:13 44:9,10 53:20 70:13,20 71:9 78:1 81:15 83:2</p> <p>authority [1] 126:20</p> <p>authorized [2] 5:10 151:6</p> <p>automatically [3] 113:4 114:19 115:5</p> <p>availability [1] 143:15</p> <p>available [6] 4:16 123:11 140:15 142:17,22 143:4</p> <p>avenue [1] 1:19</p> <p>avoided [2] 43:10 73:19</p> <p>award [4] 80:16,19 81:5,10</p> <p>aware [34] 14:25 15:24 22:1 33:11 34:5,21,21,21 35:2 51:1 52:16 56:13 64:11 69:18 70:8,8 71:17 72:3,16,19 74:14 76:22,24 89:16,22 99:17 101:25 135:23 136:2,3,4,5,6,13</p> <p>away [3] 38:6 78:14 138:25</p> <p>awhile [1] 150:5</p>	<p>7 81:11 91:2 136:6</p> <p>become [2] 22:25 146:7</p> <p>beginning [2] 7:24 87:1</p> <p>behalf [3] 7:17 97:20 111:11</p> <p>belief [3] 65:16 90:7 94:1</p> <p>believe [47] 25:18 30:19 34:2,6 36:12,13 38:18 50:22 52:21 59:5 62:12 65:25 70:22 71:2,24 73:13 74:3 75:21 82:19 84:25 89:5 90:21 93:22,23 94:1 95:3,15,16 97:3 99:19,23 100:25 102:10,12,19 117:15,16 118:17 120:6 122:17 126:11 127:11 128:4 131:21 132:24 140:20 150:3</p> <p>believed [2] 93:20,25</p> <p>believes [1] 119:7</p> <p>believing [1] 90:11</p> <p>beneath [2] 87:7,12</p> <p>besides [1] 115:25</p> <p>best [8] 37:10 59:12 60:9,12 77:25 79:3 124:25 135:19</p> <p>better [1] 6:16</p> <p>between [14] 39:20 48:5 50:1 65:20,21 77:21 89:14 90:6,11 95:6 98:5 116:5 120:7 138:16</p> <p>beyond [3] 101:3 105:7,8</p> <p>big [4] 25:14 90:5,6 105:24</p> <p>bill [12] 12:19 26:1 31:9 39:6 69:14 86:21 98:11 99:7,19,19 101:6 118:20</p> <p>billing [7] 98:15 115:14,16,17 116:4 118:16,20</p> <p>bills [5] 37:5 39:8 137:7,10 138:7</p> <p>bit [2] 69:9 141:21</p> <p>blanket [1] 45:11</p> <p>blew [1] 62:10</p> <p>block [13] 98:10,12,19 99:2,16,25 100:25 101:6,7,19 105:11 106:21 107:3</p> <p>blockage [1] 145:23</p> <p>blocked [1] 39:9</p> <p>blood [2] 53:23,24</p> <p>blow [1] 24:4</p> <p>blowing [1] 42:21</p> <p>blown [1] 62:21</p> <p>blue [1] 46:11</p> <p>board [2] 51:16 95:9</p> <p>body [2] 90:23,23</p> <p>book [2] 11:10 105:12</p> <p>bookkeeping [1] 31:5</p> <p>booklet [1] 40:14</p> <p>boss [1] 27:3</p> <p>both [4] 46:22 89:2 116:18 120:10</p> <p>bottom [2] 83:16 84:3</p> <p>bought [1] 7:21</p> <p>boulevard [1] 111:16</p> <p>boundary [1] 111:16</p> <p>box [11] 8:20 16:8 23:10,11 115:26 27 30:25 39:25 44:19 62:3</p>
--	---	--	--

B

bachelors [1] 111:24

back [48] 4:6 7:21 11:17 15:14 17:1,15 20:1 24:6 25:6,9 30:22 35:18 36:10 40:3,4,4,17 41:17 44:12 49:17 54:22 58:24,25 60:6,6 62:14 64:24 73:10,18 76:1 79:5,21 80:13 90:16 107:19 113:14 117:25 121:11,12 136:22,24 137:18 138:15,18,18 139:9 142:16 145:22

background [1] 111:23

bad [19] 9:4 12:15 19:2,8 23:22,23,24 31:4 32:22,24,24 46:21 48:22 50:16,17 53:8 71:16 139:8 144:10

basic [6] 16:5 22:22,22 52:20 53:17 66:25

basically [29] 8:15 11:5 14:3 17:22 19:6 22:11 26:9 30:4 41:10 44:22 48:14 88:14 91:16,21 93:7,16 96:8 98:16 100:15,18 104:7 113:6 115:13 126:24 129:12 135:24 137:9 143:13 145:13

basis [4] 21:7 40:8 70:25 131:13

basket [1] 49:11

became [8] 12:10,11 13:22 17:8 32:

Reliable Reporting, Inc.

500 South Florida Avenue, #600, Lakeland, Florida 33801
(941) 682-8737

Hearing Calvin Wood vs. GTE and PSC

December 8, 1999

<p>boys [1] 12:20 brain [1] 54:18 brake [1] 54:19 branch [1] 26:8 brand [1] 134:17 break [1] 54:18 brief [3] 5:15,17 111:22 bring [1] 27:12 bringing [1] 88:6 broad [2] 46:18 76:25 broke [1] 47:16 broken [3] 17:9 24:3 65:10 brought [3] 18:17 23:20 98:18 bucket [1] 27:4 bucks [1] 77:5 building [1] 3:14 built [1] 7:22 bureau [4] 111:20 112:8,13,15 burford [7] 4:1,4,5,9 6:20 12:7 44:24 buried [3] 18:20 40:1 61:24 burned [1] 28:17 burying [1] 18:21 business [18] 12:1 44:21 79:19,21,24 80:1,3,7,9,11 92:2 98:25 101:13 111:15,24 142:16 143:3,24 busy [8] 41:20,21,21 58:7 85:7 87:3,5 88:12 butt [3] 23:1 107:5 145:25 buttons [1] 43:2</p>	<p>calls [25] 24:2 30:7 36:3,15 38:5 39:9 52:16 56:10 60:19,25 63:23 64:1 71:3,7 76:9,10,10,16 79:22 81:15 99:2,4,8 111:8 115:13 calvin [5] 2:3 3:18 7:16,20 116:16 came [37] 13:3 16:1,11 19:17 22:13 25:6 26:5 27:5 28:23,24 29:2 30:19 31:2 44:10,12 50:3 51:20 59:2,2,3 66:18 73:10 74:2,11,24,25 75:24,24 91:25 95:11 107:3 108:5 112:8 115:11 127:23 136:21,24 camp [1] 28:9 camper [16] 30:18,20,23 31:2 36:11 58:14,16,19,21,24 59:7,17 60:2,5 62:14,15 cancer [2] 17:15,15 candid [1] 13:10 canh [1] 24:8 cannot [7] 28:1 32:5 36:10 38:3 81:5 116:2 137:6 capacity [6] 95:8,12,14,23 111:18 112:13 car [14] 18:15 50:5,14 141:19 142:12,13,19,20,24 143:1,2,11,14 145:20 card [3] 36:3,3 99:5 care [4] 26:20 38:10 44:20 149:1 carrier [1] 99:13 carry [1] 20:13 cars [4] 50:5 143:17,22,22 case [47] 7:9 24:24 26:15,25 33:14 41:18 42:20 43:24 49:10 51:17,17 85:8 88:8 89:6 92:5,9 96:21 97:1,2 98:4 113:17 115:5,8,23 119:9,22 120:15 122:8,9 123:3,6,13 124:2,22 125:20,24 127:8 128:2,5,6,8,9 131:17,20,25 132:3 135:21 cases [4] 41:20 123:22 142:18 147:15 caswell [63] 2:5,10,20 3:19 6:18,24 9:10,13 14:21 15:7 20:5 43:14 54:16,23 55:2 82:2 97:15,18,23 100:2,7,23 103:5,9,14,17,21,25 104:5,9 105:7,16,20,25 106:5,24 107:9 108:13,25 109:3,7,10,13,20,23 110:1,10,13,17 123:17 129:6 131:2 136:18 140:16,17,19 141:8 146:1,5 148:22 149:1,23 150:10 cat [2] 129:19 130:14 category [1] 137:21 catherine [2] 1:21 151:5 cats [14] 112:23 114:6,24 118:8 125:19 127:1,17,20 128:8 130:23 131:6,7 134:1,7 caught [1] 53:4 cause [1] 3:12 caused [3] 53:22,23,24 celica [1] 143:12 cellular [2] 32:17,20</p>	<p>cent [1] 102:23 central [6] 1:19 127:10 138:24 139:4 141:15 145:12 certain [8] 16:17 22:9,21 24:4 55:17 139:17 142:22 145:5 certainly [6] 28:14 41:25 49:20 58:17 62:25 146:3 certificate [2] 2:23 151:1 certify [2] 151:5,10 chance [3] 83:9 84:2 111:2 change [3] 14:13 31:3 72:10 changed [4] 8:22 46:6 71:5 145:18 changes [1] 88:5 changing [1] 76:3 charge [1] 80:12 charged [1] 38:10 check [9] 19:21 23:19 37:1 44:19 67:11 74:9,25 143:3 150:4 checked [7] 28:19 37:20 71:4 72:20,21,22 74:2 checking [3] 28:13 143:14,15 checks [1] 28:1 chief [3] 111:20 112:9,13 children [1] 29:25 chiles [1] 37:9 chiles' [1] 37:8 choice [7] 142:13 143:13,19 144:4,5,6,7 choose [1] 144:8 chose [1] 54:5 christian [1] 28:9 church [2] 29:3 74:11 circumstances [2] 139:18,25 cite [1] 150:6 citizens [2] 17:14 18:23 citrus [1] 105:24 claim [1] 61:17 claimed [1] 12:17 claiming [2] 48:12 102:7 claims [3] 9:8 81:3 99:22 clarified [1] 126:18 clarify [3] 105:17 126:13 129:6 clear [6] 4:18 108:17 124:10 144:15 148:23 149:2 cleared [3] 71:13,14 73:11 clearly [1] 9:2 clemons [39] 2:6,14,16,19 3:20 4:15 5:18 6:13 7:1 38:15,17 51:10 82:4,7 83:11 92:16 95:16 97:11 100:5 107:12 108:12 111:6,8,14 123:15 129:4,11 130:5 132:8,10 133:1,5,11 137:2 140:14 148:2,4,14,25 clerk [1] 112:19 clerk [1] 4:5 close [4] 128:6 147:10,11 149:22 closed [26] 33:14 42:21 82:25 83:19 96:22,25 97:1,3 113:17,17,18 128:2,5,7 131:20,25 132:3,4,5,18 146:16,17,23 147:3,3,8</p>	<p>closer [1] 30:22 closing [7] 82:24 83:15 84:12,25 96:21 97:2 149:20 code [2] 113:18 139:10 coercion [1] 122:6 coincided [1] 46:16 collected [2] 38:12,13 collection [2] 115:24 116:1 combination [1] 26:17 come [34] 12:12 17:25 18:14 19:3 23:19 24:6,19 28:25,25 29:1,2,9,25 30:4 49:18 50:15 54:12 77:5 79:5 89:4 92:5 93:19 104:24 106:20 116:5 122:10 125:5 127:9 131:6 134:3 143:8,10 144:7 147:7 comes [11] 16:22,25 37:5 76:3 106:10 112:24 113:1 118:8 124:3,8 133:15 comfortable [1] 28:12 coming [12] 9:23 10:22 18:4 45:7 53:25 76:16 105:1 106:2,2 131:22 134:15 144:22 command [1] 16:4 commission [18] 1:9 3:9 41:8 43:16,20 50:12 69:16 80:15,18 98:6,18 111:20 115:19 116:8 132:1 134:21 135:3 144:20 commissions [1] 112:1 common [2] 9:21 17:12 communication [4] 11:4 36:22 124:16 128:12 communications [19] 27:7 48:5 77:21 82:20 89:14 97:3 103:20 124:16 129:17 130:8,22 132:25 134:4 companies [2] 40:14 144:25 company [25] 5:16 23:13 35:20,21 46:12 53:8,18,21 63:25 85:23 86:10 88:4 90:20 91:18 110:18 113:12,12 115:22 118:17 119:8 137:24 138:16,17 145:16,17 compensation [2] 99:10,24 complain [2] 28:21 41:4 complainant [1] 128:14 complained [11] 18:19 35:24 36:2 40:17 41:6,9 63:8 64:17 74:23 101:6,7 complaining [2] 47:19 117:16 complaint [81] 4:4 11:2 14:17 18:16 21:3 22:6,8 23:2 31:12 32:8 39:16 41:7 47:2 66:4 69:20 72:23 73:2 82:24 83:1,16 84:8,25 88:18 89:18,20,24 90:18,19 95:7 100:17 112:23 113:13,25 114:6,9,10 115:11,18,21 117:22 118:14 119:5,14 120:23 123:23 125:11,12,14,15 127:14,18 128:12,13,15,17,19 129:2,6,12,21 130:20 131:6 ProDEX by ETS 19,22,23,24 135:1,11,13 147:3,9,10,11</p>
---	---	--	--

C

<p>cable [15] 15:6 16:8,22 17:9,12 18:3,3,4,5,8 24:17,18 26:10 27:4 33:3 cables [4] 14:16 18:20 24:18 26:5 cabling [1] 16:21 calcuts [1] 12:7 call [89] 3:23 4:5 5:1 8:13 9:25 10:7 12:11 13:1 15:15,16 16:15 17:19,24 21:1 22:2,2,3 23:16 28:7,9,22,23 29:13 32:18,18,19,21,23 37:15 40:5 41:4 43:2 46:11 49:13 51:16 55:18 56:7 57:20,21 59:14,21,23,24 60:14,18,22 61:4,8,11,15 62:5,7 63:2,6,16 64:3,6 66:19,20 70:16,19,24 72:18 73:14,14,17 78:3,8 80:14,24 81:16 85:18,19 86:16 87:15 88:13 91:5 98:15,22 109:25 112:23 113:17 114:18 121:11 133:5,22 135:20,20 138:20 called [39] 5:16 15:10 19:19 21:7 23:13 28:20 31:11 39:10 43:7 56:10 57:16 58:6 64:15 66:17 71:15,22 73:7 77:24 78:25 79:9,14 86:10,15 87:14,22 88:2 98:23,23,24 101:8,21,24 112:22 caller [1] 120:24 calling [7] 4:1,23 44:23 71:15 80:9 99:5 105:18</p>	<p>calls [25] 24:2 30:7 36:3,15 38:5 39:9 52:16 56:10 60:19,25 63:23 64:1 71:3,7 76:9,10,10,16 79:22 81:15 99:2,4,8 111:8 115:13 calvin [5] 2:3 3:18 7:16,20 116:16 came [37] 13:3 16:1,11 19:17 22:13 25:6 26:5 27:5 28:23,24 29:2 30:19 31:2 44:10,12 50:3 51:20 59:2,2,3 66:18 73:10 74:2,11,24,25 75:24,24 91:25 95:11 107:3 108:5 112:8 115:11 127:23 136:21,24 camp [1] 28:9 camper [16] 30:18,20,23 31:2 36:11 58:14,16,19,21,24 59:7,17 60:2,5 62:14,15 cancer [2] 17:15,15 candid [1] 13:10 canh [1] 24:8 cannot [7] 28:1 32:5 36:10 38:3 81:5 116:2 137:6 capacity [6] 95:8,12,14,23 111:18 112:13 car [14] 18:15 50:5,14 141:19 142:12,13,19,20,24 143:1,2,11,14 145:20 card [3] 36:3,3 99:5 care [4] 26:20 38:10 44:20 149:1 carrier [1] 99:13 carry [1] 20:13 cars [4] 50:5 143:17,22,22 case [47] 7:9 24:24 26:15,25 33:14 41:18 42:20 43:24 49:10 51:17,17 85:8 88:8 89:6 92:5,9 96:21 97:1,2 98:4 113:17 115:5,8,23 119:9,22 120:15 122:8,9 123:3,6,13 124:2,22 125:20,24 127:8 128:2,5,6,8,9 131:17,20,25 132:3 135:21 cases [4] 41:20 123:22 142:18 147:15 caswell [63] 2:5,10,20 3:19 6:18,24 9:10,13 14:21 15:7 20:5 43:14 54:16,23 55:2 82:2 97:15,18,23 100:2,7,23 103:5,9,14,17,21,25 104:5,9 105:7,16,20,25 106:5,24 107:9 108:13,25 109:3,7,10,13,20,23 110:1,10,13,17 123:17 129:6 131:2 136:18 140:16,17,19 141:8 146:1,5 148:22 149:1,23 150:10 cat [2] 129:19 130:14 category [1] 137:21 catherine [2] 1:21 151:5 cats [14] 112:23 114:6,24 118:8 125:19 127:1,17,20 128:8 130:23 131:6,7 134:1,7 caught [1] 53:4 cause [1] 3:12 caused [3] 53:22,23,24 celica [1] 143:12 cellular [2] 32:17,20</p>	<p>cent [1] 102:23 central [6] 1:19 127:10 138:24 139:4 141:15 145:12 certain [8] 16:17 22:9,21 24:4 55:17 139:17 142:22 145:5 certainly [6] 28:14 41:25 49:20 58:17 62:25 146:3 certificate [2] 2:23 151:1 certify [2] 151:5,10 chance [3] 83:9 84:2 111:2 change [3] 14:13 31:3 72:10 changed [4] 8:22 46:6 71:5 145:18 changes [1] 88:5 changing [1] 76:3 charge [1] 80:12 charged [1] 38:10 check [9] 19:21 23:19 37:1 44:19 67:11 74:9,25 143:3 150:4 checked [7] 28:19 37:20 71:4 72:20,21,22 74:2 checking [3] 28:13 143:14,15 checks [1] 28:1 chief [3] 111:20 112:9,13 children [1] 29:25 chiles [1] 37:9 chiles' [1] 37:8 choice [7] 142:13 143:13,19 144:4,5,6,7 choose [1] 144:8 chose [1] 54:5 christian [1] 28:9 church [2] 29:3 74:11 circumstances [2] 139:18,25 cite [1] 150:6 citizens [2] 17:14 18:23 citrus [1] 105:24 claim [1] 61:17 claimed [1] 12:17 claiming [2] 48:12 102:7 claims [3] 9:8 81:3 99:22 clarified [1] 126:18 clarify [3] 105:17 126:13 129:6 clear [6] 4:18 108:17 124:10 144:15 148:23 149:2 cleared [3] 71:13,14 73:11 clearly [1] 9:2 clemons [39] 2:6,14,16,19 3:20 4:15 5:18 6:13 7:1 38:15,17 51:10 82:4,7 83:11 92:16 95:16 97:11 100:5 107:12 108:12 111:6,8,14 123:15 129:4,11 130:5 132:8,10 133:1,5,11 137:2 140:14 148:2,4,14,25 clerk [1] 112:19 clerk [1] 4:5 close [4] 128:6 147:10,11 149:22 closed [26] 33:14 42:21 82:25 83:19 96:22,25 97:1,3 113:17,17,18 128:2,5,7 131:20,25 132:3,4,5,18 146:16,17,23 147:3,3,8</p>	<p>closer [1] 30:22 closing [7] 82:24 83:15 84:12,25 96:21 97:2 149:20 code [2] 113:18 139:10 coercion [1] 122:6 coincided [1] 46:16 collected [2] 38:12,13 collection [2] 115:24 116:1 combination [1] 26:17 come [34] 12:12 17:25 18:14 19:3 23:19 24:6,19 28:25,25 29:1,2,9,25 30:4 49:18 50:15 54:12 77:5 79:5 89:4 92:5 93:19 104:24 106:20 116:5 122:10 125:5 127:9 131:6 134:3 143:8,10 144:7 147:7 comes [11] 16:22,25 37:5 76:3 106:10 112:24 113:1 118:8 124:3,8 133:15 comfortable [1] 28:12 coming [12] 9:23 10:22 18:4 45:7 53:25 76:16 105:1 106:2,2 131:22 134:15 144:22 command [1] 16:4 commission [18] 1:9 3:9 41:8 43:16,20 50:12 69:16 80:15,18 98:6,18 111:20 115:19 116:8 132:1 134:21 135:3 144:20 commissions [1] 112:1 common [2] 9:21 17:12 communication [4] 11:4 36:22 124:16 128:12 communications [19] 27:7 48:5 77:21 82:20 89:14 97:3 103:20 124:16 129:17 130:8,22 132:25 134:4 companies [2] 40:14 144:25 company [25] 5:16 23:13 35:20,21 46:12 53:8,18,21 63:25 85:23 86:10 88:4 90:20 91:18 110:18 113:12,12 115:22 118:17 119:8 137:24 138:16,17 145:16,17 compensation [2] 99:10,24 complain [2] 28:21 41:4 complainant [1] 128:14 complained [11] 18:19 35:24 36:2 40:17 41:6,9 63:8 64:17 74:23 101:6,7 complaining [2] 47:19 117:16 complaint [81] 4:4 11:2 14:17 18:16 21:3 22:6,8 23:2 31:12 32:8 39:16 41:7 47:2 66:4 69:20 72:23 73:2 82:24 83:1,16 84:8,25 88:18 89:18,20,24 90:18,19 95:7 100:17 112:23 113:13,25 114:6,9,10 115:11,18,21 117:22 118:14 119:5,14 120:23 123:23 125:11,12,14,15 127:14,18 128:12,13,15,17,19 129:2,6,12,21 130:20 131:6 ProDEX by ETS 19,22,23,24 135:1,11,13 147:3,9,10,11</p>
--	---	--	--

Reliable Reporting, Inc.

500 South Florida Avenue, #600, Lakeland, Florida 33801

(941) 682-8737

Hearing Calvin Wood vs. GTE and PSC
December 8, 1999

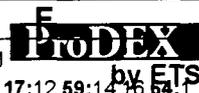
<p>complainant ^[1] 90:22 complaints ^[32] 8:1 12:10 22:25 32:14 33:6,8,9 49:18 71:18,25 72:4, 24 73:6 80:25 89:19 101:5 112:15, 21 113:9,23 114:13 115:2,14 119:3 127:5,8 130:8 132:18 133:14 146: 16 147:2,15 complete ^[8] 47:21 48:25 77:4 126: 1,3,6 128:19 151:8 completed ^[3] 48:20 71:19 119:3 completely ^[1] 34:14 completion ^[1] 138:20 complicated ^[1] 69:11 computer ^[4] 27:22 108:16,19,19 computer ^[8] 56:19,21 57:25 58:1, 2,3,8 104:22 conceded ^[1] 71:21 concern ^[6] 4:20 14:22 22:10 50:3 84:23 116:4 concerned ^[2] 89:13 91:2 concerning ^[1] 100:17 concerns ^[1] 14:23 conclude ^[1] 46:2 concluded ^[4] 6:22 23:15 107:4 150:22 concludes ^[2] 54:15 150:21 conclusion ^[3] 46:7 90:25 149:21 condition ^[7] 5:23 66:8 68:7,20 135:18 137:12 138:6 conditions ^[2] 67:17 72:17 conduct ^[1] 79:19 conducting ^[1] 80:3 conference ^[49] 13:18 22:2 28:21 33:16,20 34:2,4,11 35:14 36:9 40:9 42:5 47:1,5 48:1 49:22 77:15 84:9, 15,16 86:20 90:1,4 114:23 115:3,7, 9 118:25 119:9,23,25 120:3,9 121: 18,21,24 122:6,13,14,15,19,19,25 123:4,9,11,12 124:3 125:23 conflict ^[1] 48:16 connect ^[5] 8:21 22:7 33:25 65:8 66:2 connected ^[5] 60:18 67:15 69:19 136:7 151:13 connecting ^[1] 65:21 connection ^[2] 59:1 122:24 connections ^[4] 13:25 26:8 32:25 46:4 consider ^[6] 40:7 70:24 71:10 77: 10 138:5 141:13 consideration ^[3] 129:24 130:3,10 considered ^[9] 89:21,25,25 92:1,3 131:8,9 141:22 146:23 considering ^[1] 77:2 consistent ^[1] 113:22 consultant ^[1] 112:18 consumer ^[21] 111:21 112:9,16,21, 22 114:9 116:20,25 119:1 120:2 124:15,18 131:17,24 133:14,24 134:</p>	<p>1,8,12 144:18,18 consumers ^[1] 112:25 consuming ^[1] 33:23 contact ^[13] 6:2 37:7 57:17 85:6 87: 3 91:4 112:24 113:2,5,8,8 124:15 150:17 contacted ^[3] 87:9 124:19,21 contacting ^[2] 89:17,24 contacts ^[3] 36:17 120:21 124:14 contained ^[3] 30:23 40:14 59:18 contemplate ^[1] 149:24 contention ^[2] 8:6 78:10 context ^[2] 94:5,5 contingent ^[1] 29:21 continue ^[7] 24:18,21,23 117:22 120:17 134:25 137:23 continued ^[9] 54:21 84:15 97:4 112:4 120:20,21,24 121:1 131:22 continuing ^[3] 10:12 122:10 128:4 contracted ^[1] 38:7 contrary ^[2] 51:21,22 control ^[1] 124:8 controlling ^[1] 94:2 conversation ^[6] 11:23 29:6 91:20 92:25 93:24 130:13 conversations ^[1] 30:15 coordinated ^[1] 100:19 coordination ^[1] 29:18 cope ^[1] 144:14 copied ^[1] 39:21 copies ^[2] 68:9 82:20 copy ^[9] 39:22,22 40:12 43:11 82: 13 85:10 110:3 149:12,16 corner ^[4] 32:23 59:1 60:6,6 correct ^[37] 29:15,15 40:25 56:17, 18,23 57:12,13,19 58:7,11,12,20 62: 18,19 63:11 64:4 73:22 79:10 80: 16 88:21 90:21 91:13 100:15,16,20 101:11 102:24 103:18 104:8 109: 10,23 125:22 126:14 128:18 143:18 150:12 corrected ^[6] 44:15 45:21,25,25 46: 1 103:23 correspondence ^[2] 82:20 83:3 couldn't ^[25] 5:17 10:10 21:19 22: 12,13,14 28:14,21 29:12 31:25 35:4 36:4,25 41:21 44:22 45:6 49:16 61: 8 62:7 65:8 66:4 73:7 81:6 89:1 122:10 counsel ^[4] 6:15 92:20 151:11,13 counselor ^[1] 80:4 count ^[1] 47:14 county ^[4] 3:15 52:25 53:5 151:3 couple ^[6] 18:24 23:6 76:1 107:20 127:5 140:17 course ^[6] 75:5 115:1 136:5,5 140: 24 141:3 court ^[16] 3:17,20 5:9 32:1 37:21 49:23 50:2 53:2 92:15 96:2 111:4</p>	<p>126:15 132:19 148:12 149:14 150: 19 courtrooms ^[1] 5:7 cover ^[3] 149:16 150:16,20 covered ^[1] 147:23 crack ^[1] 101:20 cracks ^[2] 101:13,17 crank ^[1] 8:17 crawford ^[5] 44:24 51:4 52:2,10 108:2 crawford's ^[1] 52:11 credit ^[12] 30:3 36:3 46:17,23 78:3, 24 79:8 86:21 93:13 99:15,18 123: 1 credits ^[8] 45:13,16 77:19 81:8,18 99:21 106:22 123:2 cross ^[1] 140:15 cross-examination ^[12] 2:5,6,11, 15,20,21 55:1 82:6 100:8 123:20 140:18 141:10 cross-examine ^[1] 4:10 customary ^[1] 43:18 customer ^[29] 20:16 47:22 75:17 85:18 86:15,19 87:3,9,14,20,23 88: 2 98:16,25 99:7 105:18,21 113:25 115:24 116:2,6 119:6,6,8 120:21 121:8,8,9 124:13 customers ^[7] 52:20 64:12 68:7,20 71:18 118:24 135:25 cut ^[9] 24:1 35:24 41:11 42:9 43:8 65:14 66:22 67:18 114:6 cutting ^[1] 43:7</p> <p style="text-align: center;">D</p> <p>damage ^[1] 81:3 damages ^[4] 80:16,22,24 81:5 darty ^[5] 24:17,24 25:4 61:23 65:7 data ^[2] 52:24 116:17 date ^[26] 5:20,22 35:19 45:19 49:23 56:17 70:14,18 76:7 103:14 112:11 113:4 118:9 119:24 126:14,14 127: 24,24 129:16 130:7 149:9,17 150: 10,13,17,18 dated ^[13] 46:24 107:25 109:1,6,17, 22 110:6,7 126:10,11 127:14 134: 20 151:15 dates ^[3] 63:16 78:22 129:16 daughter ^[2] 18:24 28:5 day ^[25] 18:15 19:20 20:12 23:4 28: 24 30:5 31:10,10 39:11,15 40:19 44:10 48:24 50:18 58:23 65:22 71: 15 79:5 86:23 98:20,21 103:23 119: 8 145:8 151:15 day-to-day ^[1] 121:10 days ^[27] 13:17 15:25 16:2 17:17 19: 4,22 23:4 33:8 41:10,17 43:12,13 49:17 59:3 73:12 84:10 99:21 113: 13 132:3 147:11,15 148:17,21,25 149:3,8,9</p>	<p>dead ^[2] 93:16,16 deal ^[2] 108:17 122:7 dealing ^[1] 124:18 debby ^[7] 2:9 47:13 57:15 97:12,19, 25 109:14 december ^[14] 2:2 3:13 10:24 28:2 33:5 39:18 47:3 73:4,16 88:1 100: 11 114:10 115:11 151:15 decide ^[1] 55:8 decided ^[3] 37:10 121:17,20 decision ^[3] 42:2 43:9 102:4 decisions ^[1] 40:11 defective ^[7] 13:24 14:1,12,16 16: 12 78:13,20 defined ^[1] 52:22 defining ^[1] 9:12 definitely ^[2] 137:20 139:3 definition ^[1] 25:18 definitive ^[1] 148:8 degree ^[2] 94:14 111:24 delay ^[1] 122:5 denial ^[1] 45:2 denied ^[1] 36:1 department ^[4] 88:12 126:22 127: 1 133:16 departments ^[1] 127:9 depended ^[1] 13:8 depending ^[3] 19:20 71:16 113:9 depends ^[5] 80:24 127:23 147:12 148:11 150:15 deposition ^[1] 41:16 describe ^[3] 112:12,20 133:12 described ^[3] 113:23 121:15 140:1 description ^[2] 111:22 133:22 deserved ^[1] 78:23 despite ^[3] 38:8 58:15 132:2 destroyed ^[1] 50:8 detail ^[1] 78:16 deteriorated ^[1] 8:3 determine ^[5] 53:8 68:11 104:17 113:7,15 determined ^[2] 74:15 121:16 detriment ^[3] 36:19,20,21 detrimental ^[1] 75:9 developed ^[1] 27:7 diabetic ^[2] 22:19 53:23 dial ^[12] 20:25 21:11,12 28:4,5,14 35:12 36:13 67:4 75:2,4,6 dialed ^[2] 75:5 99:8 dialing ^[11] 8:13 21:9,10,13,17 28: 11 29:15 74:15,18,22 75:6 dials ^[1] 8:12 dick ^[3] 114:14,21 147:4 difference ^[3] 14:4 90:6,11 different ^[13] 33:10,14 96:4,6 118: 3 123:2 127:5,6 136:6 137:25 138: 10 140:25 141:1 ProDEX differential ^[1] 99:11 by ETS differently ^[1] 113:9</p>
--	---	---	--

Reliable Reporting, Inc.
500 South Florida Avenue, #600, Lakeland, Florida 33801
(941) 682-8737

Hearing Calvin Wood vs. GTE and PSC

December 8, 1999

<p>difficult [7] 6:17 17:23 85:4 120:25 139:23 140:10 141:14</p> <p>direct [13] 2:4,10,14,19 7:19 97:22 100:25 101:4 105:8 111:13 133:10 147:18,23</p> <p>directed [2] 103:20 124:12</p> <p>directions [1] 102:4</p> <p>directly [5] 99:8 103:25 125:24 134:16 136:18</p> <p>director [1] 41:8</p> <p>dirt [5] 140:6,8 141:18,20 145:20</p> <p>disabilities [1] 11:18</p> <p>disability [1] 19:18</p> <p>disabled [15] 11:15,18 12:4 15:19 16:5 19:18 26:15 29:22 35:3 36:10 54:6 66:19 79:20 80:4,8</p> <p>disappeared [1] 52:8</p> <p>disconnect [10] 10:2 21:20 32:5 63:14,15 64:20 69:1,24 88:16 89:1</p> <p>disconnected [35] 9:5 10:3,14 13:2 15:14 21:14,21 25:25 29:17 31:20 32:16 41:11 47:16 60:24 61:2,12,12,13,14 62:10 63:10,17,22 64:23 65:4,18 66:11 68:8 69:19 73:17 135:5,8 136:1 137:16 140:22</p> <p>disconnecting [1] 138:6</p> <p>disconnection [6] 64:22 67:8 68:1,5,12 73:19</p> <p>disconnects [2] 64:12 71:14</p> <p>discontinued [3] 24:22 61:22,23</p> <p>discuss [1] 30:15</p> <p>discussed [2] 67:7 108:21</p> <p>discussion [1] 149:5</p> <p>discussions [1] 61:6</p> <p>dispute [4] 79:16 115:15,18 118:15</p> <p>disputed [6] 115:20,23 116:1,3,6,8</p> <p>distance [16] 15:12 36:2,15,25 38:4,14 39:8 40:22 67:15 71:2 76:9 81:14 141:15,17,18 145:24</p> <p>distant [1] 71:7</p> <p>distinction [4] 90:9,14,15 95:6</p> <p>distorted [1] 51:20</p> <p>division [25] 1:15 3:14 9:8 50:21 111:20 112:6,9,15,21 116:20,24 124:14,16 127:22 129:17 130:8,22 132:24 133:13,15 134:1,3,15 149:18 150:3</p> <p>doctor [4] 17:18 32:18,18 49:14</p> <p>document [16] 26:21 27:8,13,14 30:14 38:23,25 47:11,20 113:2,11 127:13 134:3,11,16,17</p> <p>documentation [9] 31:22 37:18,25 38:1 49:6,25 113:3,4 137:8</p> <p>documented [5] 28:18 42:16 43:7 52:14 131:7</p> <p>documents [16] 27:20 38:24 43:15,18,19 48:19 49:4 50:25 52:1 74:21 91:1 107:21 108:23 110:21 129:23 149:18</p>	<p>doddering [1] 75:2</p> <p>doing [10] 12:14 17:8 32:7 42:23 45:7 51:13 144:11 145:2,15,16</p> <p>dollars [1] 46:17</p> <p>done [20] 4:24 5:2,4,5 12:8 16:14 18:18 43:21 45:17 52:18 54:4 64:19 74:3 79:4 93:11,20 107:13 113:10 129:20 148:4</p> <p>donna [2] 3:20 95:16</p> <p>door [2] 29:3 74:13</p> <p>doorknob [1] 45:20</p> <p>doubts [3] 21:24 146:16,18</p> <p>down [39] 10:1 16:22,25 17:13,20 18:4 22:13,21 24:5,12,24 25:2,4,4 26:5,6 27:5 29:14 33:22 40:1 47:17 48:8,11 49:12 53:25 60:16 62:11,21 96:5 115:1 120:25 140:8 141:18,20,21,21 142:20 144:6 145:20</p> <p>draw [1] 126:7</p> <p>drive [15] 24:17,24 25:4 29:7 61:23 65:7 140:7 141:18 142:13,16 144:4,4,6 145:4,12</p> <p>driven [2] 142:19,20</p> <p>driveway [1] 40:1</p> <p>driving [2] 140:6 142:12</p> <p>drop [1] 86:20</p> <p>dropped [1] 93:9</p> <p>drops [1] 55:19</p> <p>drove [3] 75:25 76:1 139:3</p> <p>due [8] 34:6,6 40:18 76:20 81:9 122:6 149:2,8</p> <p>duly [3] 7:17 97:20 111:11</p> <p>dumped [1] 114:24</p> <p>duplicate [1] 38:25</p> <p>duration [1] 123:3</p> <p>durbin [9] 57:15 109:2,6 110:8 114:14,21 132:17 147:2,5</p> <p>during [15] 28:11 38:7 39:5 53:25 62:10 64:4,9 67:19 72:4 76:5 93:10 120:10 121:7 122:19 147:8</p> <p>duties [2] 112:4 144:3</p>	<p>eight [5] 24:9 25:13 36:6 120:16 121:14</p> <p>either [10] 5:9 8:12 13:24 21:19 51:19 58:19 70:9 71:4 94:6 113:18</p> <p>elaborate [1] 67:22</p> <p>elderly [1] 35:3</p> <p>electric [2] 59:2,18</p> <p>elevated [1] 54:1</p> <p>eleven [1] 20:15</p> <p>eliminate [1] 6:9</p> <p>elizabeth [3] 51:3 52:2 108:1</p> <p>elkins [1] 44:24</p> <p>else's [2] 63:20 106:14</p> <p>emergency [3] 135:21,24 137:13</p> <p>employed [2] 111:18,19</p> <p>employee [3] 139:22 151:10,12</p> <p>employees [2] 112:14 114:12</p> <p>encouraged [1] 141:4</p> <p>end [12] 10:24 37:12,12 62:2,13 63:9,11 112:5 121:14 128:2 131:22 146:23</p> <p>ended [2] 123:4 130:22</p> <p>enduring [1] 59:11</p> <p>engineer [2] 133:16,17</p> <p>english [5] 16:4 18:25 26:16 35:4 54:6</p> <p>enjoy [2] 45:4,4</p> <p>enough [2] 16:8 61:19</p> <p>entail [1] 144:3</p> <p>enter [3] 27:21 113:5 133:17</p> <p>entered [2] 81:1 107:23</p> <p>entire [8] 13:8 18:6 49:6 89:20,20 98:7 131:14,14</p> <p>entirety [1] 58:1</p> <p>entities [4] 139:14,17,24 140:3</p> <p>entitled [17] 13:17 20:8 40:20 45:13,16 46:23,23 47:15 90:4,7,12 91:19 93:14 95:3 96:14 117:23 127:13</p> <p>entrance [1] 141:21</p> <p>envelope [1] 108:4</p> <p>equal [2] 9:6 10:14</p> <p>equipment [2] 14:4,7</p> <p>erroneously [1] 99:16</p> <p>escrow [3] 31:15,16 73:24</p> <p>especially [3] 13:1,12 96:15</p> <p>esquire [1] 3:19</p> <p>essentially [2] 91:22 104:20</p> <p>establish [1] 116:9</p> <p>established [2] 104:13 120:8</p> <p>establishing [1] 52:9</p> <p>evaluation [6] 138:14,15 142:18,25 143:7,21</p> <p>evaluations [2] 142:20 145:2</p> <p>even [27] 5:13 6:20 11:17 15:25 19:23 27:6 31:1 35:11 40:22 48:21 50:12 63:16 64:11 66:24 69:1 77:1,1,10 78:21 79:3 94:8 99:2 102:18 106:7 127:5 143:7 146:15</p> <p>event [4] 42:12,13 44:2 72:16</p>	<p>eventually [5] 121:16 122:23 123:3 124:19 130:9</p> <p>everybody [17] 8:7 9:19 19:14,16 29:8,8,16 33:21 34:21,22 50:7,25 62:13 63:19 65:1 66:6 150:20</p> <p>everyone [1] 34:16</p> <p>everything [6] 37:5 92:1 101:14 128:16 130:10 132:4</p> <p>evidence [3] 27:16 107:24 110:22</p> <p>evidentiary [1] 6:9</p> <p>ex [3] 48:4 50:1 89:14</p> <p>exact [3] 16:25 91:19 142:9</p> <p>exactly [3] 8:10 60:12 94:3</p> <p>examination [14] 2:4,7,10,14,16,19 7:19 92:23 97:22 111:13 132:9 133:10 147:19,24</p> <p>examine [1] 4:10</p> <p>examiner [1] 47:25</p> <p>example [3] 16:24 53:12 91:4</p> <p>exceed [1] 147:16</p> <p>except [1] 96:4</p> <p>excess [1] 99:12</p> <p>exchange [1] 72:5</p> <p>executive [1] 41:8</p> <p>exhibit [33] 26:22 27:22 57:16 59:10 70:3 83:5,6 85:14 107:23 108:2,11,16,19 113:20,22 114:5 116:10 117:1,25 118:22 126:9 129:7,8,11 130:15,25 131:1,2,4 132:12,22 134:18 147:6</p> <p>exhibits [11] 51:12 52:2 57:14 85:10 108:20 110:2,24 129:14,15 148:7 150:7</p> <p>existing [1] 30:25</p> <p>exists [1] 22:18</p> <p>expect [2] 62:20 95:1</p> <p>expected [3] 12:22 52:25 62:25</p> <p>expecting [1] 107:13</p> <p>expense [1] 10:21</p> <p>experience [6] 24:6 32:9 35:6,7 46:16 111:23</p> <p>experiences [1] 9:6</p> <p>expert [1] 91:9</p> <p>expired [1] 96:24</p> <p>explain [3] 105:21 148:16 149:4</p> <p>explained [1] 96:13</p> <p>explains [1] 117:10</p> <p>expound [1] 92:19</p> <p>express [2] 27:11 45:1</p> <p>expressed [1] 88:10</p> <p>extended [2] 62:25 120:18</p> <p>extent [3] 22:21 79:23 114:13</p> <p>extra [3] 14:14,15 80:12</p> <p>extremely [3] 15:6 78:20,20</p> <p>eye [2] 59:11 104:25</p>
E			
<p>e-mail [11] 9:20 29:10,12,14 51:3 52:4,17 108:8 109:13,21 113:1</p> <p>e-mails [1] 6:1</p> <p>e-r-t [1] 98:1</p> <p>each [4] 77:24 78:25 79:13 108:19</p> <p>ear [1] 8:19</p> <p>earlier [8] 5:22 62:17 68:9 73:1 74:1 108:15 122:16 147:1</p> <p>early [8] 7:23 10:24 13:3 31:20 53:8 74:13 76:11 92:7</p> <p>ears [1] 30:4</p> <p>easy [1] 12:24</p> <p>eat [1] 19:24</p> <p>educational [1] 111:23</p> <p>effectively [1] 35:8</p> <p>egg [1] 23:11</p>	<p>face [1] 46:11</p> <p>facilities [4] 17:12 59:14,16 64:1</p>		



Reliable Reporting, Inc.
500 South Florida Avenue, #600, Lakeland, Florida 33801
(941) 682-8737

Hearing Calvin Wood vs. GTE and PSC

December 8, 1999

<p>facility [1] 57:25 fact [15] 8:3 10:5 24:1 31:8 38:8 45:9 58:15 60:23 71:10 76:23 79:7 80:8 123:13 149:24 150:2 facts [5] 51:23,24,24,25 72:10 factual [1] 150:8 failed [3] 38:9 48:21 115:5 fails [1] 116:7 failure [4] 30:3 40:19 76:21 106:17 fairly [1] 108:17 faith [1] 46:22 familiar [13] 70:5 113:25 137:22,25 138:4 139:8,10,15 141:24 142:3,4,10 145:9 familiarity [1] 142:10 far [9] 16:23 25:6 37:25 41:1 74:5 125:13 138:1,24 147:3 farmer [3] 30:19 58:13,17 fast [1] 36:11 fax [24] 9:1,3,6 10:3,15 11:24 41:23 47:12 48:18 56:14,16,21 57:2,4,6,11,20,22,25,25 113:1 117:12 126:8,15 faxed [2] 116:14 126:17 february [30] 27:13,23 31:11 57:15,16,18 61:23 74:8,14 81:1 109:5 116:12,18,18,21 117:5,7,8,9,10,15,19 118:2,4,5,10 126:8,10 134:20 135:2 federal [1] 96:5 fee [2] 80:12,19 feeder [4] 18:6,7,8 39:25 feel [7] 19:23 33:12 48:24 71:16 77:24 78:16,19 feeling [1] 19:21 feelings [1] 27:9 fellow [1] 112:14 felt [10] 11:13 27:1 45:16 71:16 76:15 82:17 94:8 120:19,21 121:3 few [6] 15:15 19:4 51:6 58:11 73:12 82:4 field [1] 139:23 fieldman [1] 46:13 fighting [1] 17:16 figured [1] 37:15 file [21] 11:2,11 23:2 52:1,5 63:12 70:3 72:24 82:24 83:15 91:2 128:18 131:6,7,14,14 133:20 147:1,3,4 148:10 filed [15] 12:9 14:17 18:16 21:3 31:12 33:5 39:17 47:2 71:25 73:1 89:24 103:23 127:19 130:11,21 files [7] 29:11 124:12 126:5 129:19 130:14 131:18 150:20 filing [8] 22:5,25 32:8 48:23 142:23 148:17 149:9 150:11 finally [18] 11:1,13 18:18 21:2 36:24 40:16 42:14 43:3,4 46:19,25 47:5 70:16,19 73:12 81:16 87:9 93:12</p>	<p>financially [1] 151:13 find [12] 12:23,24,24,25 29:25 36:16 37:17 42:7,20 86:13 103:5,11 finding [5] 11:12 52:8 72:19 123:13 150:8 findings [1] 149:24 fine [1] 148:25 finish [1] 51:11 finished [3] 18:6 113:3 147:25 first [27] 5:6 7:7,17 15:22 16:12 19:11,17 26:21 27:12 33:6 34:3 37:4 39:16 41:25 56:7 73:7,10 84:20 85:17 86:13 97:20 107:20 111:11 119:3 124:19 125:9,10 five [12] 25:16 52:14 54:19 55:18 56:7 76:23 97:12 107:13 112:7,16,16,17 fix [5] 17:19,25 19:9 23:5 40:7 fixed [18] 10:11 18:1 19:4 23:3,4,5 29:22 33:15 76:15 77:25 78:1,5,11,12,17,23,25 79:6 fixing [1] 46:9 flight [1] 107:14 floating [1] 123:2 floor [1] 83:8 florida [16] 1:6 3:6,15 5:7 53:1 96:4 103:16 111:17,19,25 112:1,3 138:14 139:10 143:8 151:2 flyte [2] 1:21 151:5 folks [9] 15:5 19:15 26:5 35:4 49:10,16 52:13 62:22 75:8 follow [1] 124:25 follow-up [2] 85:22 117:14 followed [5] 26:6 27:18 33:20 124:23 125:1 following [4] 3:22 84:11 86:17 94:12 follows [3] 7:18 97:21 111:12 fool [1] 75:2 fooled [1] 51:7 forced [3] 11:2,13 46:2 forget [1] 55:10 forgot [3] 57:22 59:14,21 form [2] 110:4 113:1 formal [2] 54:11 89:19 formulate [1] 35:22 fort [1] 142:21 forth [6] 76:1 110:13 121:12 142:16,23 143:1 fortunate [1] 16:7 forward [5] 60:18,19 63:23 96:17 121:2 forwarded [4] 61:10 64:1 116:14 133:21 forwarding [8] 60:14,22 61:4,8,11,15 63:2,6 foster [2] 99:7 135:22 found [18] 12:13 14:13 26:1 31:22 32:24 33:9 47:22 65:11 72:17 74:</p>	<p>18,21 94:7 98:20 107:21 124:19 127:15 128:15 131:16 four [9] 22:9 34:24 73:10,14 83:5,13 84:17 87:24 143:20 fraction [2] 113:19,19 frame [4] 120:8 121:7 122:22 147:16 free [1] 42:25 freedento [1] 18:9 freelance [1] 151:5 friends [1] 50:7 front [3] 11:10 113:7 126:10 frustrating [2] 53:22 54:10 frustration [1] 45:1 full [6] 37:1 39:7,8 49:11 67:12 89:11 fulwood [47] 2:18 13:4,16 26:23 28:23 31:24 32:9 33:10,12,17 34:25 36:24 39:6 41:13 42:18 48:10 50:3,10,11,13 65:11 67:11 69:17 82:25 89:10 91:14 93:17 94:6,25 96:22 98:18 101:8 102:4 110:6 122:18 124:13,18 125:4 126:19 128:1,11 131:16 133:6,7,9,12 141:12 fulwood's [2] 39:17 42:10 fulwoods [2] 96:14,16 function [1] 42:3 funding [1] 37:23 funny [1] 110:4 furnish [1] 11:11 further [14] 17:1 48:4 84:9 85:23 92:16 107:7,9,11 123:15 132:6 133:1 140:14 148:5 151:10</p>	<p>giving [3] 33:7 83:20 91:18 glad [1] 73:18 god [1] 54:13 gossip [1] 19:15 got [65] 7:11 8:5 9:20 11:1 13:4 16:10 20:18 21:19 22:7 24:11,12,13 25:10 26:4 30:4 31:24 34:2,4 36:24 39:6,16,19 40:16 41:3,17,22 42:10,18,24,25 43:2,12,12,14 46:24 48:18 50:4,5 52:4 56:24 57:7,10,12,18 58:4 60:15,25 64:2 70:11,15 71:9 73:12,18 81:12 82:2,21 90:5 93:1,11 102:3 103:24 107:9 112:10 138:23 142:7 gotten [6] 30:5 37:9 38:1 51:4 77:18 79:8 governor [2] 37:7,9 governs [1] 53:17 grab [1] 139:9 graduated [1] 111:24 grandfatherly [1] 21:8 grandpa [2] 21:7,8 granted [1] 5:23 great [2] 78:16 122:7 greater [1] 99:24 greeted [1] 146:13 ground [2] 61:25 141:19 groundsquirrel@juno.com [1] 108:10 group [4] 124:8 142:24 143:16 145:2 gte [189] 1:6 3:6 4:3 8:1,7 9:8 10:7,18,23 11:4 12:3 13:7,9,12,20 14:8,13,14,25 15:2,10,18 16:15 17:7,19,25 19:3,9 20:16 21:22 22:3,6,24 23:16 24:14 26:1 27:25 28:20 31:13,19,23 32:14,15 33:7,25 34:17,20 35:5,6,14 36:1,3,21,23 37:14 38:7,11,16 39:10,21 41:2,9,11,25 42:7,8,19 43:7,11 44:11 45:2,9,15,19,22 46:22 47:6,11,25 48:5,20 49:3,4,6 50:2,4,6 51:25,25 52:3,16,19 53:10,17 54:1,12 57:9,16,21 60:14,16 61:10,19 62:20,22 64:8,11 66:8,17 67:17 68:11 69:15 71:4 72:21,22 73:25 74:21,24 75:11,24 76:3 77:22 78:12,19 80:9,11,20 81:1 86:10 87:22 88:5,16,25 89:14,17,24 90:18,23 91:4,18 92:13,20 93:22 97:5,10 98:5 99:23 100:19 103:15,20 107:4,10 108:20,22 109:1,4,5,9,11,15,18,24,24 110:5,5,7,8,12,16 114:3 117:12,22 122:1,6,17 135:1,16 136:3 138:5,22 139:4 140:20 141:5 142:11,15 144:11,24 145:22,25 gte's [9] 23:12 39:7 40:18 46:8 48:12 57:14 78:2 guarantee [2] 79:9 110:14 guarantees [1] 81:9</p>
G			
<p>g(2) [1] 139:21 garbage [1] 102:23 gave [17] 13:10 18:19 40:21 41:1 45:14 47:8 65:14 69:17 84:11 103:2,3 104:8,13 121:22 138:21 139:8 140:8 general [2] 42:17 127:23 generally [1] 5:8 gentlemen [1] 59:10 gets [5] 102:12 105:22 113:14 149:11 150:15 getting [19] 9:5 10:2 19:23,24 24:1 28:18 29:17 35:5 43:9 52:15 71:2,6,8 76:9,16 80:7 81:14 83:2 101:12 gifts [1] 139:11 gist [1] 130:13 give [25] 6:19 13:7 18:10 42:4,4 46:17 47:6 51:5,25 52:1 54:9 66:16 78:2 80:22 81:25 83:18 84:2 104:15 106:1,22 111:22 135:14,14 142:15 143:25 given [9] 18:14 26:1 45:15 49:4 51:18 75:16,19 137:12 144:3 gives [1] 85:1</p>	<p>g(2) [1] 139:21 garbage [1] 102:23 gave [17] 13:10 18:19 40:21 41:1 45:14 47:8 65:14 69:17 84:11 103:2,3 104:8,13 121:22 138:21 139:8 140:8 general [2] 42:17 127:23 generally [1] 5:8 gentlemen [1] 59:10 gets [5] 102:12 105:22 113:14 149:11 150:15 getting [19] 9:5 10:2 19:23,24 24:1 28:18 29:17 35:5 43:9 52:15 71:2,6,8 76:9,16 80:7 81:14 83:2 101:12 gifts [1] 139:11 gist [1] 130:13 give [25] 6:19 13:7 18:10 42:4,4 46:17 47:6 51:5,25 52:1 54:9 66:16 78:2 80:22 81:25 83:18 84:2 104:15 106:1,22 111:22 135:14,14 142:15 143:25 given [9] 18:14 26:1 45:15 49:4 51:18 75:16,19 137:12 144:3 gives [1] 85:1</p>	<p>g(2) [1] 139:21 garbage [1] 102:23 gave [17] 13:10 18:19 40:21 41:1 45:14 47:8 65:14 69:17 84:11 103:2,3 104:8,13 121:22 138:21 139:8 140:8 general [2] 42:17 127:23 generally [1] 5:8 gentlemen [1] 59:10 gets [5] 102:12 105:22 113:14 149:11 150:15 getting [19] 9:5 10:2 19:23,24 24:1 28:18 29:17 35:5 43:9 52:15 71:2,6,8 76:9,16 80:7 81:14 83:2 101:12 gifts [1] 139:11 gist [1] 130:13 give [25] 6:19 13:7 18:10 42:4,4 46:17 47:6 51:5,25 52:1 54:9 66:16 78:2 80:22 81:25 83:18 84:2 104:15 106:1,22 111:22 135:14,14 142:15 143:25 given [9] 18:14 26:1 45:15 49:4 51:18 75:16,19 137:12 144:3 gives [1] 85:1</p>	<p>g(2) [1] 139:21 garbage [1] 102:23 gave [17] 13:10 18:19 40:21 41:1 45:14 47:8 65:14 69:17 84:11 103:2,3 104:8,13 121:22 138:21 139:8 140:8 general [2] 42:17 127:23 generally [1] 5:8 gentlemen [1] 59:10 gets [5] 102:12 105:22 113:14 149:11 150:15 getting [19] 9:5 10:2 19:23,24 24:1 28:18 29:17 35:5 43:9 52:15 71:2,6,8 76:9,16 80:7 81:14 83:2 101:12 gifts [1] 139:11 gist [1] 130:13 give [25] 6:19 13:7 18:10 42:4,4 46:17 47:6 51:5,25 52:1 54:9 66:16 78:2 80:22 81:25 83:18 84:2 104:15 106:1,22 111:22 135:14,14 142:15 143:25 given [9] 18:14 26:1 45:15 49:4 51:18 75:16,19 137:12 144:3 gives [1] 85:1</p>

Reliable Reporting, Inc.

500 South Florida Avenue, #600, Lakeland, Florida 33801

(941) 682-8737

Hearing Calvin Wood vs. GTE and PSC

December 8, 1999

<p>guess [7] 13:3 69:10 103:1 109:16, 25 133:3 150:21 guy [2] 37:15 79:5 guys [1] 46:14</p> <hr/> <p style="text-align: center;">H</p> <hr/> <p>habit [1] 27:7 half [2] 25:20,20 hand [2] 7:15 85:14 handed [1] 68:8 handle [4] 115:6,9 120:9 124:5 handled [5] 113:8 115:18 122:16 134:17 146:9 hanger [1] 45:20 happen [2] 107:15 148:21 happened [24] 20:21 22:12 29:24 31:6 35:6,7 43:11 60:10 65:7 71:3 75:11 93:25 98:10,12 106:7 119:20, 22 121:14 122:13,22 124:10,11 130: 15,20 happening [6] 10:8 15:17 19:16 22: 5 41:23 46:17 happens [3] 15:5 27:8 123:8 happy [1] 43:3 hard [5] 12:23,25 23:7 24:13 52:8 hassle [1] 54:3 hate [1] 10:20 haven [2] 11:16 20:3 he'll [1] 37:11 head [3] 49:15 89:7 116:15 header [1] 126:15 health [3] 29:23 54:10 66:9 hear [1] 23:12 heard [7] 17:11 33:7 123:11,13 128: 1,3 145:22 hearing [134] 1:12 2:23 3:12,14,16, 23 4:20 5:2,4,8 6:8,9 7:2,11,14 14: 21 20:7,10 27:19 30:9,12 34:8,10, 10,18,19 38:19,20 41:16 43:21 44:8, 13 47:25 51:14,16,21 54:16,19,20, 22 82:5 86:2 89:22 90:1,4,7,8,12,13 92:18 94:10,14,16,18,20,22 95:2,5, 9,13,19,22,25 96:9 97:6,9,14 100:4, 6 101:3 104:3,6,14,18 105:3,9 106: 9 107:8,10,16,17,19,25 108:7,14,18 109:1,4,8,11,15,21,24 110:5,12,16, 20 111:1,5,7 117:17,23 118:4 122:4 123:16,18 129:13 130:17 132:7 133:3,7 136:19 137:3 140:16 141:9 146:4 147:17,21 148:1,3,5,7,15,24 149:3,6,7 150:2,13,21,22 151:1, 7 hearings [5] 3:15 50:21 54:9 148:9 149:19 heart [8] 19:24 20:2,3,12 22:18,19 137:12 145:8 heartbeat [1] 50:9 held [4] 3:12 8:19 96:7 149:5 help [15] 11:5 13:6 21:1 26:19 37:8,</p>	<p>9 121:9 137:18 144:9,18,19,19,22 146:10,11 helping [1] 114:17 hendrix [2] 35:20 66:13 hendrix's [1] 67:6 hereby [1] 97:2 herself [1] 48:17 higgins [4] 16:7,7 18:7 66:7 high [2] 10:19 106:14 higher [2] 96:8,10 himself [1] 50:6 hispanic [1] 18:24 history [4] 39:19 44:3 49:6 83:20 hit [9] 7:25 8:2 15:24 27:24 36:19 46:5 58:10 62:18 81:13 hold [3] 5:17 97:17 122:25 holding [2] 96:9 122:18 holes [1] 48:24 hollingsworth [1] 18:10 home [3] 79:19,25 80:3 honest [1] 46:15 honor [36] 3:25 4:15 5:18 6:14,18 7: 8 9:11 14:23 20:8 38:17 43:13 44:7 50:24 51:10 54:17 95:4 100:5,7 104:12 107:12,22 108:12,13 111:6, 8 126:13 129:4 130:5,12 132:8 136: 16 137:2 148:2,4,6,14 hook [14] 9:18 23:25 30:23,25 31:8 55:11 58:16,21 59:13,15,16 60:7 61:20 65:12 hooked [18] 16:8,10 30:18,24 55:6, 8,9,13 56:7,14,19 59:4 60:2,15,23, 23,24 63:7 hope [1] 115:4 hoping [1] 42:1 hospital [3] 20:3,19,22 hours [3] 78:5,11,24 house [37] 7:22 9:24 17:20 21:10 25:1 27:24 29:1,1 30:21,22 31:1 33: 3,24 36:5,11 37:4 40:1,3 42:15,15 44:10,14 50:8 58:25 59:1 60:6,20 62:2,11,21 63:7 64:1,9 74:24,25 75: 11,24 houses [2] 25:21 26:9 how's [1] 14:19 however [4] 36:12 102:6 115:25 138:25 hundred [2] 35:15 142:4</p> <hr/> <p style="text-align: center;">I</p> <hr/> <p>i-n-d-e-x [1] 2:1 idea [6] 29:5 84:11 96:24 125:25 129:3 130:15 identified [7] 108:22 115:16,17,21 116:1,14 118:15 identify [6] 5:11 7:5 113:18 116:3 129:5 130:25 ignored [1] 51:19 immediate [1] 62:22</p>	<p>immediately [6] 30:6 33:19 42:10, 11 98:20 115:22 impaired [1] 114:16 important [2] 13:12 44:13 impossible [1] 17:3 improper [2] 26:24 35:9 improvements [1] 14:9 inability [1] 33:4 inaccurate [2] 77:21 78:20 inadequate [2] 35:9 80:18 inadvertent [1] 106:18 inadvertently [3] 98:17 101:19,20 inc [2] 1:6 3:6 include [4] 47:8 51:2 52:2 88:4 included [8] 9:14 44:23 52:3,4 61: 15 93:23 110:3 127:16 includes [1] 8:24 including [6] 12:6 18:9 38:5 39:8 128:12 131:23 inclusive [1] 145:21 incoming [3] 38:4 52:15 76:10 incomplete [2] 47:20 49:24 inconsistent [2] 57:22 82:14 increase [2] 53:23,24 incredible [1] 72:6 independent [2] 50:13 144:12 independently [1] 74:21 indicate [2] 50:1 123:5 indicated [9] 26:24 44:16 46:16 85: 16 86:7 93:5 117:4 118:11 132:14 indicates [1] 53:11 indication [4] 82:21 85:1 86:14 87: 19 individual [2] 124:2 145:13 industry [1] 47:12 inform [2] 4:15 67:6 informal [35] 13:18 33:16,19 34:2,4, 11 35:13 36:9 40:9 42:5 47:1,5 48: 1 84:9,15,16 86:20 89:18,21 90:1 114:22 115:7,7 118:24 119:9 120:2, 9 121:18,21,24 122:5,13 123:8 124: 3,24 information [20] 9:2 10:16,18 11: 24 13:10,14 37:22 47:7,9,18 75:10 88:5,6 92:1,2 95:18,18 124:21,21 131:23 informed [9] 32:5 34:22,24,25 36:3 41:9,11 89:2 91:12 infraction [1] 113:16 initial [5] 39:16 50:20 55:18 120:23 128:9 initially [4] 65:1 89:10 124:14 128: 15 initials [1] 94:11 initiated [1] 4:25 inquiry [1] 38:22 inside [2] 23:17,18 inspection [1] 144:11 installation [1] 18:14</p>	<p>installed [7] 23:19,21 24:7 25:9 87: 16,16 136:22 installers [3] 20:17 23:22 35:14 instance [5] 66:12 77:17 78:17 80: 25 116:3 instances [2] 55:20 80:23 instantly [1] 104:22 instead [1] 37:9 instructed [1] 4:18 instrument [3] 70:12 122:20,23 insufficient [1] 35:9 intake [2] 112:16 124:7 intended [4] 29:21 60:5 94:3 103:4 intentional [1] 122:5 interest [1] 48:16 interested [3] 77:1,1 151:14 intermittent [1] 10:6 internet [12] 9:8,13,16,18,21 10:17 38:8,10,13,18 40:17 142:6 interrupted [1] 19:3 intervene [2] 26:15,22 intervenor [3] 1:10 3:10,20 intervention [1] 26:23 intimately [1] 19:14 introduce [1] 44:5 introduced [1] 50:6 investigating [1] 95:7 investigation [3] 14:24 34:17 71: 19 involve [2] 11:20 115:14 involved [8] 10:20 34:17 42:1 48:6, 7 90:13 92:9 98:7 involvement [2] 98:4 131:17 ironic [1] 51:6 isn't [18] 10:6 57:22 58:20,22 60:1, 20 63:3,5 72:19 81:22 91:3,18 106: 7,20 126:19 136:23,23 143:19 issue [5] 75:7 80:18 86:10 118:17, 20 issues [2] 51:18 144:18 itemizing [1] 47:13 items [3] 49:15 51:18 52:6 itself [2] 32:11 79:17</p> <hr/> <p style="text-align: center;">J</p> <hr/> <p>jd [1] 94:11 james [2] 17:20 18:22 january [6] 13:4 34:14 52:9 71:18 109:7 112:10 jd [1] 96:11 jfp [5] 86:16,21 87:11,17 88:5 job [5] 101:16 144:3,17,19 145:1 jobs [1] 145:5 john [12] 4:12,16 37:10 38:24 41:18 70:21 85:5 114:14,15,18 115:2 119: 18 johnson [3] 11 joint [1] 50:20 joking [3] 42:23 50:7,16</p>
---	--	--	---

Reliable Reporting, Inc.

500 South Florida Avenue, #600, Lakeland, Florida 33801

(941) 682-8737

Hearing Calvin Wood vs. GTE and PSC

December 8, 1999

<p>judge [3] 48:15 81:25 149:11 judge's [1] 6:2 judges [1] 4:25 july [12] 34:3 41:6,15,17 52:10 76:11,11 81:13 85:6 108:23 120:1 123:12 jump [1] 87:18 junction [3] 16:8 39:25 62:3 june [30] 38:2,23 39:18,24 40:24 47:19 48:18 49:2 82:13,22 83:13 84:18 96:22 98:20,21 99:19,20 109:6 119:15,19 127:14,25 129:17 132:1,1,2,5,14,16,18 jurisdiction [5] 81:2 113:8,10,11 131:6</p>	<p>lasts [1] 147:21 late [4] 28:2 70:3 76:10 98:20 later [17] 14:14 15:21 25:25 31:24 34:10 39:19 41:4,17 50:17 59:4 69:13,17 85:7 121:11 124:20 131:19,19 latest [1] 90:2 latitude [1] 120:6 lauderdale [1] 142:21 laughing [2] 50:7 139:6 laurent [10] 37:11,11,17,20 39:22 82:9,9,12,13,18 laurent's [2] 38:3,24 law [4] 94:14 96:4 149:11,21 laws [2] 28:7,8 laying [1] 62:3 layman [3] 94:24,25 95:2 layman's [2] 94:5 95:1 lead [2] 72:22 102:10 learned [1] 16:12 least [16] 7:3 22:9 25:9 33:1 40:5,17 47:3,4 67:14 71:15 73:6 75:25 81:13 100:11 101:23,23 leave [4] 12:15 27:21 39:3 49:16 leaving [1] 61:24 left [18] 23:5 29:3 44:12 45:20 50:18 51:7 55:19 58:2 62:1 74:12,13 76:4 79:4 85:18,20 87:10 98:17 143:7 legal [7] 92:11 93:23 94:5 95:8,12,14,23 legislature [1] 37:14 lending [1] 138:1 length [1] 120:18 lennie [2] 2:18 133:6 leroy [4] 2:13 111:9,10,16 less [5] 62:23 77:14 81:22 125:18,21 letter [103] 27:13,25 31:9,11,24 33:19 36:23 37:17,19 39:6,17 41:7 42:10 46:24 49:2 50:22,23 51:2,3 52:3,17 57:15 59:9 67:11 70:14,15,20 76:12,14 82:8,9,13,21,23 83:14,15 84:18,25 85:9 88:10,10 96:23 102:2,5,6,16,22 103:2,4,5,14,15 104:8,13,15,19,19,25 105:15,22 106:2,10,14,22,23 107:25 108:4,5 109:1,5,5,16,18 110:6,7 116:12 117:4,7,10,12,15,17,19 118:4,8,10,11 124:24,24 126:8,14,16 132:17 133:22,23 134:20,24 135:2,4,6 147:5 149:16 150:16 letters [16] 30:10,13 42:22 52:11 63:12 75:14 94:11 104:2 116:13,17,21 118:3,23 126:17 147:4 150:20 level [3] 10:19 11:7 81:12 liability [1] 110:18 liaison [2] 98:5 100:18 license [1] 34:5</p>	<p>life [7] 22:11 136:12,14,15,23 137:5,15 lightening [2] 7:25 8:2 lightning [8] 12:17,18 15:24 24:21 28:17 46:5 73:10 81:13 lights [1] 69:18 likely [3] 53:6 58:1 94:4 limited [1] 101:1 line [70] 7:25 9:4 11:22 15:25 16:2 17:22 22:11 23:12,20,20,21,24 24:11,15 25:6 26:1 27:3,5 28:19 29:17 39:25 40:4 41:20,21 46:5,8 49:16 56:15,16,19,20,22,24 57:3,7,10,12,18 58:3,4,8 59:17,17,19 61:24,24 62:1 73:9 74:1,25 76:3 77:25 85:6,17 86:9,17 87:3,4,15 91:6 99:16,25 105:2,12 136:12,14,15,23 137:5,15 lines [27] 9:23 10:18 17:4 23:22,23 24:7,8,23 26:8 28:17 31:1 38:9 44:18 52:23 56:17 60:16 63:18,19,24 71:12,13 73:11 78:13,13 100:22 136:22,25 lining [1] 53:12 list [4] 6:20 18:19 26:22 129:8 listen [2] 31:12 86:3 listings [1] 39:19 little [11] 8:16 17:1 19:5 23:10 27:10 40:14 49:18 62:3 69:8 122:4 125:18 live [5] 7:20 18:25 25:14 36:4 142:9 lived [1] 53:5 lives [2] 25:24 38:5 local [8] 12:21 38:4,12 40:21 45:22,24 46:13 53:18 location [2] 139:1,2 locations [1] 142:21 log [3] 81:1 110:1 133:19 long [22] 15:12 36:2,14,25 38:4,13 39:8 40:22 44:23 49:5 57:18 67:15 71:2,6 76:9 81:14 92:21 93:16 94:19 120:14 145:24 147:9 longer [2] 21:21 147:12 look [19] 12:13 16:1 27:1 51:11 70:10 72:8 75:1 78:22 83:16,21 84:2 105:13 107:15 111:2 113:20 116:10 117:1 134:19 138:2 looked [7] 21:12 32:2 50:8,15,17 103:13 139:8 looking [4] 59:9 74:6 78:15 105:11 looks [1] 144:10 loop [2] 145:15,16 looted [2] 36:5 64:9 lord [1] 28:9 lost [2] 54:10 81:6 lot [15] 17:23 33:11 34:5 46:13 48:24 55:11 62:16 71:5 88:9,11 123:22 124:1 142:18 145:2,7 lots [2] 25:16,16 loud [3] 11:22 23:7 74:23</p>	<p>louder [1] 122:4 low [1] 141:19 lunch [1] 29:2</p> <hr/> <p style="text-align: center;">M</p> <p>ma'am [1] 138:4 machine [15] 55:4,13,21,22,25 56:4,6,12,14,16 57:3,5,6 58:2 87:10 machine's [1] 21:11 machines [1] 9:1 mad [1] 27:10 made [28] 14:24,25 17:23 30:15 37:3 39:10 41:16 45:9 51:15 53:9 57:17 61:16 79:13,14 84:14 88:3 90:25 102:8 104:23 119:15 121:12 122:24 130:10 140:8,9 141:12 144:15,15 mail [2] 39:12 87:21 mailed [3] 87:22 88:3 150:15 maintain [1] 118:19 maintained [2] 7:23 112:11 man [4] 6:12 15:9 45:7 66:18 management [2] 112:18 133:18 manager [1] 72:14 mandated [1] 50:13 manner [1] 4:14 many [15] 8:4,4 15:10 25:17 29:19 38:4 41:18 55:16,16 56:2 74:17 93:10 143:22 147:12,15 map [2] 145:10,12 march [18] 27:25 30:16 33:5,7,18 58:11 59:10 60:2,13,19 62:12,17 63:11,15 65:21,24 133:14 136:21 mark [2] 108:2,10 martha [2] 18:22,23 massage [1] 21:25 material [4] 108:18 136:23,24 137:1 matter [11] 6:25 11:9 77:8 84:8 93:11 106:10 118:5,16,16 140:12 143:19 mcdonald [1] 25:23 mcdonalds [1] 65:14 mean [23] 7:2 8:9 11:19 13:14 36:18 41:24 44:16 45:7 46:20 61:12 63:13 77:5 92:11 102:17 103:1 105:17 118:19 122:11 125:13 131:3 141:4 142:15,17 means [2] 8:10,16 meant [3] 61:14 64:22 137:9 medical [7] 66:11 67:8,17 68:7,20 135:18 138:6 medicines [1] 54:2 meet [4] 13:18 25:18 74:10 141:16 meetings [2] 50:1 90:24 member [1] 95:7 memo [1] 109:10 memorandum [1] 108:24 memory [6] 47:3 69:12 60:9,12 83:</p>
<p style="text-align: center;">K</p> <p>k-a-m-p [1] 97:25 kaiser [2] 31:7 74:10 kampert [18] 2:9 47:13,13 57:15 97:13,19,25 100:10,24 103:18 109:2,6,14,16,18,22 110:7,8 kate [2] 114:15 115:8 keep [17] 9:5 10:1 14:11 22:25 31:18 37:19 42:23 72:13 82:10 88:18 104:25 118:13 127:3 135:3,17 136:4 141:1 keeper [1] 126:24 keeps [1] 127:1 keiser [10] 4:3 28:24 29:2 30:16,16 74:9,9,11,15,17 kept [5] 7:22 34:22 127:6 135:10,12 kid [1] 8:17 kids [1] 15:13 killer [1] 36:18 kimberly [1] 3:19 kind [5] 4:20 137:17 138:22 143:11 144:16 knowing [4] 64:14 88:23 90:7,12 knowledge [8] 6:19 37:21 47:23 96:3 99:4 116:22 125:16 126:5 known [3] 30:2 140:25 141:5 knows [8] 8:7 17:5 19:14,14 24:14 29:19 34:18 46:22</p>	<p style="text-align: center;">L</p> <p>labor [1] 28:9 lack [1] 142:10 lady [2] 25:23 145:22 lady's [1] 25:23 lake [7] 3:15 19:17 72:4,17 138:24 139:3 142:7 lane [27] 7:21 18:4 19:12 20:1 24:18 25:3,5,15,16,17 26:10 27:5 35:8,17 39:25 42:15,16 46:10 49:1 53:13 62:3 65:9,10 71:18 72:24 105:6 106:21 last [8] 28:16 33:18 84:5,17,20,21 87:19 138:22</p>	<p>live [5] 7:20 18:25 25:14 36:4 142:9 lived [1] 53:5 lives [2] 25:24 38:5 local [8] 12:21 38:4,12 40:21 45:22,24 46:13 53:18 location [2] 139:1,2 locations [1] 142:21 log [3] 81:1 110:1 133:19 long [22] 15:12 36:2,14,25 38:4,13 39:8 40:22 44:23 49:5 57:18 67:15 71:2,6 76:9 81:14 92:21 93:16 94:19 120:14 145:24 147:9 longer [2] 21:21 147:12 look [19] 12:13 16:1 27:1 51:11 70:10 72:8 75:1 78:22 83:16,21 84:2 105:13 107:15 111:2 113:20 116:10 117:1 134:19 138:2 looked [7] 21:12 32:2 50:8,15,17 103:13 139:8 looking [4] 59:9 74:6 78:15 105:11 looks [1] 144:10 loop [2] 145:15,16 looted [2] 36:5 64:9 lord [1] 28:9 lost [2] 54:10 81:6 lot [15] 17:23 33:11 34:5 46:13 48:24 55:11 62:16 71:5 88:9,11 123:22 124:1 142:18 145:2,7 lots [2] 25:16,16 loud [3] 11:22 23:7 74:23</p>	<p>ma'am [1] 138:4 machine [15] 55:4,13,21,22,25 56:4,6,12,14,16 57:3,5,6 58:2 87:10 machine's [1] 21:11 machines [1] 9:1 mad [1] 27:10 made [28] 14:24,25 17:23 30:15 37:3 39:10 41:16 45:9 51:15 53:9 57:17 61:16 79:13,14 84:14 88:3 90:25 102:8 104:23 119:15 121:12 122:24 130:10 140:8,9 141:12 144:15,15 mail [2] 39:12 87:21 mailed [3] 87:22 88:3 150:15 maintain [1] 118:19 maintained [2] 7:23 112:11 man [4] 6:12 15:9 45:7 66:18 management [2] 112:18 133:18 manager [1] 72:14 mandated [1] 50:13 manner [1] 4:14 many [15] 8:4,4 15:10 25:17 29:19 38:4 41:18 55:16,16 56:2 74:17 93:10 143:22 147:12,15 map [2] 145:10,12 march [18] 27:25 30:16 33:5,7,18 58:11 59:10 60:2,13,19 62:12,17 63:11,15 65:21,24 133:14 136:21 mark [2] 108:2,10 martha [2] 18:22,23 massage [1] 21:25 material [4] 108:18 136:23,24 137:1 matter [11] 6:25 11:9 77:8 84:8 93:11 106:10 118:5,16,16 140:12 143:19 mcdonald [1] 25:23 mcdonalds [1] 65:14 mean [23] 7:2 8:9 11:19 13:14 36:18 41:24 44:16 45:7 46:20 61:12 63:13 77:5 92:11 102:17 103:1 105:17 118:19 122:11 125:13 131:3 141:4 142:15,17 means [2] 8:10,16 meant [3] 61:14 64:22 137:9 medical [7] 66:11 67:8,17 68:7,20 135:18 138:6 medicines [1] 54:2 meet [4] 13:18 25:18 74:10 141:16 meetings [2] 50:1 90:24 member [1] 95:7 memo [1] 109:10 memorandum [1] 108:24 memory [6] 47:3 69:12 60:9,12 83:</p>

Reliable Reporting, Inc.

500 South Florida Avenue, #600, Lakeland, Florida 33801

(941) 682-8737

Hearing Calvin Wood vs. GTE and PSC

December 8, 1999

<p>19 103:12 men [1] 44:10 mentioned [4] 49:20 76:7 115:21 146:10 merged [9] 128:16,21,22,24 129:13, 15 130:9 131:14,18 mess [1] 83:7 message [7] 52:23 55:19 57:20 78: 9 85:18,20 87:10 messed [2] 62:1 126:16 messenger [1] 55:21 met [7] 19:12 46:13 125:6,7,9,10 146:13 miami [2] 112:3 142:20 mid [4] 15:20 18:23 45:23 100:12 middle [3] 15:12 33:25 147:8 might [9] 37:7,10 102:22 110:2 128: 17 136:6 140:24 141:3 150:4 mile [4] 24:25,25 25:4 38:6 mileage [2] 141:17 142:9 miles [8] 25:2,4 26:12 141:16,25 142:2,6,8 mind [2] 4:16 92:4 mine [4] 34:20 41:20 63:20 101:17 minimal [3] 40:19 76:21 92:13 minimum [1] 12:22 minute [8] 51:5 54:19 66:16 83:18 97:17 105:16 126:8 138:23 minutes [4] 15:15 51:6 97:12 107: 13 mischaracterization [2] 128:8 131:21 mischaracterized [1] 144:17 misquote [3] 27:2 32:10 58:18 miss [3] 101:13 106:17 134:20 missed [2] 45:20 76:7 mistake [1] 106:18 mistaken [1] 27:2 misunderstood [1] 30:17 mix [1] 43:7 mobile [1] 14:5 mode [2] 89:22 90:1 moderated [1] 122:15 modifications [1] 88:3 moments [1] 58:11 money [12] 10:21 31:15 35:17 37:3 38:12,13 47:13,14 53:16 67:10 73: 24 101:10 monopoly [1] 12:20 month [10] 26:3 47:17,17 71:1 80: 19 121:14 124:20 125:17,18,21 months [15] 6:25,25 10:9,23 11:12 19:25 23:8 39:19 41:4 44:9 52:15 53:19,19 100:11 120:16 monuments [1] 70:18 morning [9] 54:11 58:14 61:4,6 74: 12 75:25 76:3 78:16 83:8 most [10] 16:9 25:15,16 34:4 35:10 38:3 76:10 79:3 139:3 143:16</p>	<p>mostly [1] 14:8 mother [2] 19:6 54:11 mother's [1] 19:7 motion [1] 27:17 move [7] 19:13 59:3 91:11 105:4 107:12 120:24 121:1 moved [8] 19:12 25:21,22 26:2 36: 10 62:14 122:23 124:15 moving [3] 25:22 121:2,3 mower [2] 28:7,8 ms [139] 2:5,6,10,14,16,19,20 4:15 5: 18 6:13,18,24 7:1 9:10,13 14:21 15: 7 20:5 35:20 38:15,17 43:14 46:24, 25 47:8,12,13,19 48:14,18 49:3,8, 21,22,25 51:3,10 52:5,10,11 54:16, 23 55:2 82:2,4,7 83:11 90:25 92:16 97:11,15,18,23 100:2,5,7,10,23,24 103:5,9,14,17,18,21,25 104:5,9 105: 7,16,20,25 106:5,24 107:9,12 108: 12,13,25 109:2,3,6,7,10,13,16,18, 20,22,22,23 110:1,7,8,10,13,17 111: 6,8,14 114:15,23 121:22,23 122:1, 15 123:15,17 129:4,6,11 130:5 131: 2 132:8,10 133:1,5,11 136:18 137:2 140:14,16,17,19 141:8 146:1,5 148: 2,4,14,22,25 149:1,23 150:10 mto [1] 136:4 much [13] 22:19 24:3 46:15 48:10 80:13 81:15 88:9 104:8 107:4 124: 4,10 125:20 148:20 multiple [2] 46:3,8 must [3] 119:3 136:1,1 myself [2] 21:4 92:9</p> <hr style="width: 20%; margin: 10px auto;"/> <p style="text-align: center;">N</p> <hr style="width: 20%; margin: 10px auto;"/> <p>nail [1] 120:25 nalcrest [1] 141:25 name [11] 7:20 19:8 94:11,12 96:11 97:15,24,25 105:13,17 111:15 named [2] 108:1,9 naples [3] 138:14 142:5 143:8 nationwide [1] 127:12 nature [5] 73:6 77:7 90:18 115:10 137:7 necessarily [3] 94:3 125:1 127:7 necessary [2] 92:12 124:4 necessity [1] 11:1 neck [1] 22:20 need [25] 9:17 12:1,2,4 13:20 14:12 27:15,16 32:17 37:3 49:13,13 59: 16,18 66:18,19,20 79:21 80:14 85: 22,22 86:3 96:3 137:3 149:15 needed [12] 4:18 13:13,20 29:22 30: 21 36:16 59:19 66:24 68:12,13 88: 7 135:20 needs [3] 39:2 96:12 142:25 negotiations [5] 115:4 120:15,17, 20 147:13 negrite [2] 18:22,24</p>	<p>neighbor [3] 15:22,22 28:1 neighbor's [2] 36:6 71:20 neighbors [6] 14:18 16:9 26:13 34: 25,25 62:22 never [72] 8:3,6 10:25 12:13 14:14 16:13,13 17:18,25 19:1 23:17 24: 15 29:5 31:2,4,6,8 35:25,25,25 36:1 37:21,24 39:21 40:23 41:2 42:18, 25 43:10,12 47:24 48:20,25 49:20, 24 52:7 54:13 60:15,15 63:7 64:3, 24,25,25 65:6,10,11,13,13 67:2,10 72:21 74:18 75:16,21 76:4 77:9,12 79:6,14 82:11 89:12 90:5 101:21, 24 104:8 125:6,20 128:24 142:19 144:3 146:1 new [15] 17:20 18:8,12 23:9,20,21 25:21,22,22 65:13 70:11 94:7,8 134:17 136:2 next [19] 3:23 28:25 30:14 31:10 35: 19 36:22 38:23,25 39:11,15 41:16 42:12 47:11 49:2 50:20 58:23 79:5 98:21 123:11 nice [1] 46:13 night [2] 33:25 62:15 nightmare [1] 17:2 nine [1] 14:7 nitro [2] 20:4,13 nobody [4] 4:22 48:9 72:7 96:18 nobody's [1] 150:5 nods [1] 116:15 noise [5] 10:19 11:22 17:23 23:12 73:11 noises [1] 10:10 noisy [4] 9:4 10:9,16 23:7 none [5] 78:10 136:16,17 137:1,1 nonpayment [8] 25:25 31:22 64: 12,22 67:18 68:21 137:17 138:7 nonpayments [1] 63:17 nonruling [1] 113:19 nonservice [1] 15:3 nope [4] 55:15 101:25 125:6 129:22 nor [2] 151:11,13 norm [1] 20:15 normal [2] 22:20 96:15 north [3] 5:5 20:1,21 notary [4] 5:10,24 6:5,12 notation [1] 118:2 note [1] 29:3 notes [3] 30:15 74:12 151:9 nothing [15] 15:18 23:9 29:7 32:14 41:14,14 52:18 72:22 85:1 88:14 93:11 107:7,9 123:15 148:6 notice [6] 6:13 34:9,19 43:15 90:4 104:23 noticed [2] 94:10 96:11 notified [4] 69:15,16 101:8 140:6 notifies [1] 149:17 notifying [1] 42:9 november [3] 21:5 43:17 73:13</p>	<p>nowhere [1] 14:15 number [62] 11:10 16:22,24 21:9, 10,13,18 28:14 29:13,14,15,16 55: 17 74:16,19,22 75:2,5,6,6 83:5,6 85: 14 94:10 108:2,11,15,15,16,19,22 109:1,4,5,9,11,15,19,24,25 110:5,5, 7,9,9,12,14,16 113:8,20,22 114:5 116:10 117:2,25 118:22 132:12,22 133:19 134:18 147:6 149:25 numbers [1] 16:25 numerous [1] 80:23</p> <hr style="width: 20%; margin: 10px auto;"/> <p style="text-align: center;">O</p> <hr style="width: 20%; margin: 10px auto;"/> <p>o'clock [2] 3:13 83:8 oak [1] 111:16 oath [3] 5:13,14 133:8 object [7] 20:5 43:14 100:23 106:5 111:3,3 136:16 objected [1] 48:4 objection [8] 4:11 9:10 14:21 38: 15 105:7 110:23 130:5 146:1 objections [2] 108:11,16 objective [1] 27:11 obligated [2] 23:2 99:23 obligation [2] 52:19 135:16 obvious [4] 12:10 17:8 32:7 102:15 obviously [4] 53:10 55:13 64:24 129:8 occasion [1] 125:8 occur [1] 148:22 occurred [1] 63:14 offer [6] 37:2 76:25 79:13,13,14 107:22 offered [5] 31:15 66:12 76:22,22 100:24 offering [2] 146:10,11 office [11] 6:2 37:8 38:25 98:16,25 138:24 139:4 141:15 145:12 150: 15,17 officer [94] 3:14,16,23 4:20 5:2,4,8 6:8 7:2,11,14 20:10 27:19 30:9,12 38:20 44:8 51:14 54:16,19,22 82:5 86:2 92:18 94:10,14,16,18,20,22 95: 2,5,13,19,22,25 96:9 97:6,9,14 100: 4,6 101:3 104:3,6,14,18 105:3 106: 9 107:8,10,16,19,25 108:7,14 109:1, 4,8,11,15,21,24 110:5,12,16,20 111: 1,5,7 123:16,18 130:17 132:7 133:3, 7 136:19 137:3 140:16 141:9 146:4 147:17,21 148:1,3,5,7,15,24 149:3, 7 150:2,13,21 official [4] 3:20 93:17 94:8 95:4 often [2] 105:12 144:24 okay [99] 6:11 7:11,13 22:15 27:23 30:11 38:22 44:9 55:3,12,16,20 56: 11,14 58:6,10 59:9,20 60:4,8,11,13 62:17 63:9 64:11 65:11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36,37,38,39,40,41,42,43,44,45,46,47,48,49,50,51,52,53,54,55,56,57,58,59,60,61,62,63,64,65,66,67,68,69,70,71,72,73,74,75,76,77,78,79,80,81,82,83,84,85,86,87,88,89,90,91,92,93,94,95,96,97,98,99</p>
--	--	---	--

Reliable Reporting, Inc.

500 South Florida Avenue, #600, Lakeland, Florida 33801

(941) 682-8737

Hearing Calvin Wood vs. GTE and PSC

December 8, 1999

<p>1,7,12 80:25 81:8 82:2,5 83:11,21 84:4,13 85:15,21 86:4,8,17,25 87:2 88:2 96:2 97:6,14 98:7,13,22 99:1, 9,23 100:2,21 102:18 103:17,21,25 104:7 105:3,5,25 117:3 118:1 123: 8,14 125:4,10,16,25 127:13,18,21 128:20 130:19 132:13 134:18 138: 4 old [23] 8:9,15,20 9:7,12,14,19 10:5, 14,25 13:21 19:11 21:7 22:25 26: 16 30:7 34:23 35:10 43:1 52:21,21 54:6 75:2 once [9] 19:20 71:15 102:15 113:10, 14 114:25 135:25 143:22 150:16 one [73] 3:25 4:1,12 5:6 7:7 8:20 11: 11 13:21 14:24 15:12 18:2,4,12 19: 15 24:11,24 25:1,22 26:9 27:5,12 28:24 33:17 34:22 37:14 42:4 46:1, 3,19 47:6 48:7 50:20 52:13 54:4 60: 6 74:11 75:14 82:15 83:4,5,13 86: 12 89:5 92:24 96:17 97:11 100:16 101:5,23 112:18 113:8 114:12,23 116:3,4,11,13 117:24 122:22 126: 10,11 127:10,22 128:24 129:13 134: 19 142:4,21,23 143:3,14 147:21 149:23 one's [4] 47:22 92:12 108:21 125:3 ones [1] 27:20 ongoing [1] 36:20 only [25] 5:8 10:21 11:8 12:20 13: 21 18:4 24:21 33:13 37:25 41:3 45: 1 46:7 49:4,4 52:25 54:5 57:4 59:8 72:3,11,20 91:21 92:8 96:16 100: 24 onward [1] 93:8 open [8] 13:10 83:1 90:24 112:8 116:1 119:10 128:9 135:3 opened [2] 96:2 133:19 operations [1] 112:18 operative [1] 62:21 operator [2] 8:18,21 opportunity [2] 84:22 112:8 oral [1] 13:11 order [8] 9:24 21:25 36:16 50:21,23 148:10 149:15 150:2 ordering [3] 148:11,13 149:12 orders [2] 148:15 149:8 ordinary [1] 54:3 organization [1] 12:8 original [5] 12:16 47:2 90:16 129:7 149:11 originally [1] 138:13 other [31] 4:24 9:17 18:17 23:25 27: 10 28:18 30:21 33:2 35:7 39:17 40: 24 44:4 46:10 50:24 59:1 60:6 62:2, 22 73:16 76:16 82:1 97:7 99:9 107: 10 115:25 125:16 126:4,22 133:4 136:10 142:21 others [1] 73:7</p>	<p>otherwise [1] 11:25 out [102] 4:3 6:16,18,24 7:1 10:1 11: 1 12:12,13 13:19 14:13,16 15:13,25 16:1,12 19:3 23:10,14 24:23,24 25: 6,8,11 26:1,8 28:6,22,24,25 30:1,4, 20 31:22 33:3,9,22 35:15 36:17,17, 23 37:2 39:1 42:7,25 43:16 44:17, 19 45:2,5 47:22 50:3,4,5,10 51:6 55:11 57:22 59:7 60:17 63:20,25 65:11 66:18,19 68:8 70:7 71:5 72: 23 74:2,6,25,25 75:24,24,25 77:24 78:12 83:24 86:13,21 87:21,22 94: 7 98:20 99:21,21,22 121:12 122:22 124:20 127:7 128:15 130:14 131: 16 140:1 141:25 142:2 143:3,14 145:13 147:7 outage [1] 25:19 outside [2] 38:19 93:3 over [45] 9:3,9 10:10,18 14:3,4 16:4, 23 18:13,15 23:7 25:20,20 27:8 29: 2 31:1 34:20 35:15 40:9 45:6 47:22 48:8,11 50:24 52:9,14 54:11 58:24 61:4 62:3,17 65:8,9 78:16 81:2 100: 10 103:13 112:5 126:22 128:13,14 132:16 135:22 147:1,4 overruled [3] 15:7 130:17 137:4 owed [2] 47:13,14 own [11] 8:8 24:6 31:1 46:16 47:3 50:14 104:25 140:7 144:5 145:5,6</p>	<p>124:12,13 131:22 137:5,6 149:21 parte [3] 48:4 50:1 89:14 partial [1] 40:22 participated [5] 46:25 47:2 121:25 122:1,2 particular [1] 138:1 parties [12] 4:8 5:12 6:7,8 43:19 54: 21 107:18 120:7,10 148:18 149:9 151:11 parties' [1] 151:12 party [1] 124:8 pass [1] 133:16 passed [2] 13:11 115:8 past [1] 20:14 patch [2] 77:25 79:2 paul [1] 97:25 pay [18] 9:9 12:19 31:15,25 36:25 38:11,21 41:10 42:11 64:10 67:10 69:14 73:24 80:10 105:15 118:20 122:21 137:7 paying [1] 137:10 payment [39] 29:21 31:14,16,18,18 37:1,4,4 39:5,11,11,14 66:12 67:10 73:20 88:18,19,23 89:11 98:13,17 102:5,7,7,10,12,15,16,19,20 104:20, 21,24 105:1,12,14 106:3,15 118:18 payments [6] 37:2,3 67:7 102:1 104:21 105:6 penalize [1] 80:20 pending [5] 88:19 118:14 135:11, 13,17 pennsylvania [1] 94:21 people [58] 3:25 4:2 7:4 9:25 10:10 11:21 12:1,3,5,23,24,25 16:14,16 17:24 18:17 20:17 22:20 24:9 25:8, 13,13,14,17,20,22 26:25 27:10 28: 10 30:13 34:4,5 36:17 44:21 46: 10 50:4,6,15 52:8,9,12,19 53:12 72: 13,23 73:16 75:1,25 77:22 79:22 80:14 91:17 93:10 105:14 143:16, 20 144:11 peoples [1] 18:8 peoples' [1] 18:18 percent [2] 142:4,10 perfect [1] 125:3 performance [3] 79:9 81:9 110:14 perhaps [7] 40:21 48:15 70:7 80: 18 126:3,4 140:21 period [27] 13:23 22:24 23:8 28:12 36:12 38:7 39:5 44:23 45:5 52:9,14 54:11 62:8,9,10,25 64:4 66:9 67:19 72:11 93:11,16,16 119:9 121:15 148:9,11 periodically [1] 26:9 permanent [1] 63:13 permanently [2] 11:14 80:4 permission [5] 4:19 5:22 32:1 138: 21,23 permit [2] 4:7 9:2</p>	<p>permitted [1] 88:15 perry [51] 19:10,10,19 21:6,23,24 22:3,4,10,13 25:24 27:25 28:3,4,11, 13,19 29:8 33:2 38:5 40:7 42:14,24 50:17 61:16 62:16 66:10 68:14 70: 11,15,19,24 71:7,9 73:13 74:1,5,9, 11,15,18,22,23 75:7,8,13 76:2,5,21 81:15 142:5 perry's [13] 22:1 29:1 32:22 40:3,4 60:20,25 61:10 63:7 64:1 75:24 76: 15,17 person [13] 19:11,13 21:8 22:8 37: 22 38:11 41:12,25 48:1 68:7 100: 19 105:18 142:24 personal [2] 47:6 143:19 personally [2] 15:24 101:24 personnel [1] 142:11 pertinent [1] 65:22 petitioner [4] 3:19 7:17 97:20 111: 11 phone [81] 4:7,10,23 8:11,18,20 10: 3,9,13 11:10 12:15 19:1,7,8 20:18, 24,25 21:4,11,20 22:1,4,12 23:11 24:2 25:24 28:4,5,11,20 29:23 30:7 31:21 32:16,17,21,23 36:15 40:7 42:9 43:2,8,9 45:5 46:11,17 55:6, 12 56:15 59:17,17 60:14 61:1,2,10 62:23 67:3,4 71:3,7 72:7 73:3,4 74: 25 75:14,19 78:8 79:21 81:14 86: 21 91:5 98:15 102:18 115:3 119:23, 25 122:17,21 136:25 140:5 144:16 phone's [1] 73:17 phones [8] 8:21 10:3 13:1 25:15 37: 5 42:25 72:12 114:17 phonetically [4] 12:7 15:23 17:13 18:9 physics [1] 14:5 pick [10] 8:11 20:24,25 35:11 55:13, 17 56:12 67:4 116:8 127:7 pigeon [1] 48:24 place [21] 8:13 11:8 23:25 26:3 28: 7 34:9 46:3 48:5,22,23 49:17 53:21 59:8 61:5 62:16 77:22 83:22 91:21 103:24 112:24 124:6 placed [1] 91:5 places [4] 18:18 24:20 35:7 127:6 placing [1] 113:3 plain [17] 8:8,15,24 9:6,12,14,19 10: 5,14,25 13:21 22:25 30:7 34:22 35: 10 52:20,21 plainly [1] 44:17 plan [1] 141:20 plans [2] 35:16 59:6 plant [1] 105:24 please [24] 83:18 84:6,10 85:11,16 86:5,9 87:24 88:1 97:15,24 111:15, 22 112:12,20 117:14,20 123:19 132:1 134:18</p>
<p>P</p>			
<p>p.m. [2] 87:9 150:22 package [3] 27:20,21 107:23 packet [4] 47:7 49:23 59:10 129:8 page [18] 83:12,17 84:3,17,18 85:16, 21 86:5,6 87:19,24 88:1 110:15 118:22 129:11 132:12 134:19 147: 6 pages [7] 39:4 83:4,5,13 116:10,11 134:19 paid [13] 25:25 31:9 39:6,7 40:24 42:9,11 67:12 89:11 98:11 99:12 101:6 104:18 pain [3] 22:25 107:4 145:25 pains [2] 22:19,20 pair [15] 13:23 14:12,15 15:6 16:22, 23 17:2,5,6,7 26:5 31:4,8 53:9,9 pairs [12] 14:15,15 16:12 17:9 31:3 61:20 65:10,11,12,13,13,15 pam [1] 114:15 pamela [2] 114:15,23 papers [3] 7:12 51:4 83:7 paragraph [3] 84:5,21 150:9 paragraphs [1] 149:25 pardon [2] 5:3 102:14 parents [1] 18:25 park [1] 20:20 part [18] 23:12 24:8 25:14 26:11 44: 13,18,20 49:4 53:5,6 66:4 107:23</p>	<p>participated [5] 46:25 47:2 121:25 122:1,2 particular [1] 138:1 parties [12] 4:8 5:12 6:7,8 43:19 54: 21 107:18 120:7,10 148:18 149:9 151:11 parties' [1] 151:12 party [1] 124:8 pass [1] 133:16 passed [2] 13:11 115:8 past [1] 20:14 patch [2] 77:25 79:2 paul [1] 97:25 pay [18] 9:9 12:19 31:15,25 36:25 38:11,21 41:10 42:11 64:10 67:10 69:14 73:24 80:10 105:15 118:20 122:21 137:7 paying [1] 137:10 payment [39] 29:21 31:14,16,18,18 37:1,4,4 39:5,11,11,14 66:12 67:10 73:20 88:18,19,23 89:11 98:13,17 102:5,7,7,10,12,15,16,19,20 104:20, 21,24 105:1,12,14 106:3,15 118:18 payments [6] 37:2,3 67:7 102:1 104:21 105:6 penalize [1] 80:20 pending [5] 88:19 118:14 135:11, 13,17 pennsylvania [1] 94:21 people [58] 3:25 4:2 7:4 9:25 10:10 11:21 12:1,3,5,23,24,25 16:14,16 17:24 18:17 20:17 22:20 24:9 25:8, 13,13,14,17,20,22 26:25 27:10 28: 10 30:13 34:4,5 36:17 44:21 46: 10 50:4,6,15 52:8,9,12,19 53:12 72: 13,23 73:16 75:1,25 77:22 79:22 80:14 91:17 93:10 105:14 143:16, 20 144:11 peoples [1] 18:8 peoples' [1] 18:18 percent [2] 142:4,10 perfect [1] 125:3 performance [3] 79:9 81:9 110:14 perhaps [7] 40:21 48:15 70:7 80: 18 126:3,4 140:21 period [27] 13:23 22:24 23:8 28:12 36:12 38:7 39:5 44:23 45:5 52:9,14 54:11 62:8,9,10,25 64:4 66:9 67:19 72:11 93:11,16,16 119:9 121:15 148:9,11 periodically [1] 26:9 permanent [1] 63:13 permanently [2] 11:14 80:4 permission [5] 4:19 5:22 32:1 138: 21,23 permit [2] 4:7 9:2</p>	<p>permitted [1] 88:15 perry [51] 19:10,10,19 21:6,23,24 22:3,4,10,13 25:24 27:25 28:3,4,11, 13,19 29:8 33:2 38:5 40:7 42:14,24 50:17 61:16 62:16 66:10 68:14 70: 11,15,19,24 71:7,9 73:13 74:1,5,9, 11,15,18,22,23 75:7,8,13 76:2,5,21 81:15 142:5 perry's [13] 22:1 29:1 32:22 40:3,4 60:20,25 61:10 63:7 64:1 75:24 76: 15,17 person [13] 19:11,13 21:8 22:8 37: 22 38:11 41:12,25 48:1 68:7 100: 19 105:18 142:24 personal [2] 47:6 143:19 personally [2] 15:24 101:24 personnel [1] 142:11 pertinent [1] 65:22 petitioner [4] 3:19 7:17 97:20 111: 11 phone [81] 4:7,10,23 8:11,18,20 10: 3,9,13 11:10 12:15 19:1,7,8 20:18, 24,25 21:4,11,20 22:1,4,12 23:11 24:2 25:24 28:4,5,11,20 29:23 30:7 31:21 32:16,17,21,23 36:15 40:7 42:9 43:2,8,9 45:5 46:11,17 55:6, 12 56:15 59:17,17 60:14 61:1,2,10 62:23 67:3,4 71:3,7 72:7 73:3,4 74: 25 75:14,19 78:8 79:21 81:14 86: 21 91:5 98:15 102:18 115:3 119:23, 25 122:17,21 136:25 140:5 144:16 phone's [1] 73:17 phones [8] 8:21 10:3 13:1 25:15 37: 5 42:25 72:12 114:17 phonetically [4] 12:7 15:23 17:13 18:9 physics [1] 14:5 pick [10] 8:11 20:24,25 35:11 55:13, 17 56:12 67:4 116:8 127:7 pigeon [1] 48:24 place [21] 8:13 11:8 23:25 26:3 28: 7 34:9 46:3 48:5,22,23 49:17 53:21 59:8 61:5 62:16 77:22 83:22 91:21 103:24 112:24 124:6 placed [1] 91:5 places [4] 18:18 24:20 35:7 127:6 placing [1] 113:3 plain [17] 8:8,15,24 9:6,12,14,19 10: 5,14,25 13:21 22:25 30:7 34:22 35: 10 52:20,21 plainly [1] 44:17 plan [1] 141:20 plans [2] 35:16 59:6 plant [1] 105:24 please [24] 83:18 84:6,10 85:11,16 86:5,9 87:24 88:1 97:15,24 111:15, 22 112:12,20 117:14,20 123:19 132:1 134:18</p>	<p>permitted [1] 88:15 perry [51] 19:10,10,19 21:6,23,24 22:3,4,10,13 25:24 27:25 28:3,4,11, 13,19 29:8 33:2 38:5 40:7 42:14,24 50:17 61:16 62:16 66:10 68:14 70: 11,15,19,24 71:7,9 73:13 74:1,5,9, 11,15,18,22,23 75:7,8,13 76:2,5,21 81:15 142:5 perry's [13] 22:1 29:1 32:22 40:3,4 60:20,25 61:10 63:7 64:1 75:24 76: 15,17 person [13] 19:11,13 21:8 22:8 37: 22 38:11 41:12,25 48:1 68:7 100: 19 105:18 142:24 personal [2] 47:6 143:19 personally [2] 15:24 101:24 personnel [1] 142:11 pertinent [1] 65:22 petitioner [4] 3:19 7:17 97:20 111: 11 phone [81] 4:7,10,23 8:11,18,20 10: 3,9,13 11:10 12:15 19:1,7,8 20:18, 24,25 21:4,11,20 22:1,4,12 23:11 24:2 25:24 28:4,5,11,20 29:23 30:7 31:21 32:16,17,21,23 36:15 40:7 42:9 43:2,8,9 45:5 46:11,17 55:6, 12 56:15 59:17,17 60:14 61:1,2,10 62:23 67:3,4 71:3,7 72:7 73:3,4 74: 25 75:14,19 78:8 79:21 81:14 86: 21 91:5 98:15 102:18 115:3 119:23, 25 122:17,21 136:25 140:5 144:16 phone's [1] 73:17 phones [8] 8:21 10:3 13:1 25:15 37: 5 42:25 72:12 114:17 phonetically [4] 12:7 15:23 17:13 18:9 physics [1] 14:5 pick [10] 8:11 20:24,25 35:11 55:13, 17 56:12 67:4 116:8 127:7 pigeon [1] 48:24 place [21] 8:13 11:8 23:25 26:3 28: 7 34:9 46:3 48:5,22,23 49:17 53:21 59:8 61:5 62:16 77:22 83:22 91:21 103:24 112:24 124:6 placed [1] 91:5 places [4] 18:18 24:20 35:7 127:6 placing [1] 113:3 plain [17] 8:8,15,24 9:6,12,14,19 10: 5,14,25 13:21 22:25 30:7 34:22 35: 10 52:20,21 plainly [1] 44:17 plan [1] 141:20 plans [2] 35:16 59:6 plant [1] 105:24 please [24] 83:18 84:6,10 85:11,16 86:5,9 87:24 88:1 97:15,24 111:15, 22 112:12,20 117:14,20 123:19 132:1 134:18</p>

Reliable Reporting, Inc.

500 South Florida Avenue, #600, Lakeland, Florida 33801

(941) 682-8737

Hearing Calvin Wood vs. GTE and PSC

December 8, 1999

<p>plenty [1] 143:23 plescaw [23] 4:12,16 6:12 41:18,19, 24 42:16 49:8,9 70:21 85:5,9 86:23, 24 88:8 92:6,25 93:1,7,15 114:14, 16 115:3 plug [1] 23:11 plugged [1] 23:14 point [24] 6:18,24 32:7 36:23 43:18 58:7 60:9 69:7 70:7 76:6 77:17 79: 16 81:10 83:24 119:6 120:8 121:19 124:5 130:11 133:21 140:8 145:9, 13 147:22 pointed [2] 7:1 130:14 pointing [1] 59:7 pole [2] 26:6,7 policies [1] 85:2 polk [3] 3:15 52:25 151:3 pool [1] 143:2 portion [4] 24:21 32:25 33:1 68:23 position [8] 48:13 78:2 79:7 98:5 105:13 112:3,10,11 positions [1] 35:23 possession [1] 129:24 possible [6] 51:10 59:13,21 87:4,6 115:4 possibly [3] 66:20 80:20 127:22 post [1] 132:17 posted [4] 98:14 102:12,20 104:22 posts [1] 102:15 pot [1] 48:3 power [3] 42:2 59:14,16 practical [1] 11:9 practice [2] 69:4 94:20 practiced [2] 94:18 96:6 preconference [1] 120:14 preface [1] 4:1 preliminary [1] 6:22 premature [2] 119:2,11 preparing [1] 125:15 present [7] 7:9,23 32:1 46:21 54:21 107:18 112:12 presented [2] 49:7 50:25 presettlement [1] 120:20 president [2] 105:23 106:23 pretty [11] 7:25 24:2 25:19 43:3 46: 15 60:8 101:16 107:4 124:10 139:1 144:15 prevent [4] 80:5,7,8 135:7 prevented [1] 72:18 principals [1] 14:6 printout [1] 108:8 prior [13] 5:20 6:3 20:21 43:9,20 66: 17,21,22,24 68:12 71:1,1 138:6 prioritize [1] 49:18 priority [1] 106:14 pro [2] 3:18 6:16 probable [1] 113:16 probably [35] 4:21 15:20 16:3,4 18: 23 19:10,12,25 21:2 24:2,10,25 39:</p>	<p>2 46:1 49:11 52:10 53:19 57:1 65:2 76:10 80:10 81:22 91:7 93:3 94:2,4 100:11 103:13 104:3 125:12 128:4 137:16,17,19,20 problem [53] 10:6,11,12 11:12 12: 19 13:19 14:11 17:25,25 20:13 22: 1 23:3,15 24:11 28:10,17 29:18,21 30:6 31:2,13 32:22 33:15 36:8 39: 13 44:1 45:2,21,24,25 46:1,2,2,14 51:13 52:13 53:10 60:17 63:6,7 67: 2,3,5,10 69:20 89:12 90:5 117:13 122:20 124:17 146:7,8,9 problems [48] 8:4,4 10:6 15:1,9 16: 10 17:21 19:24 22:17,17,18 26:20 29:16 30:1 33:2,11 35:1 36:7 37:16 46:3,4,4,5,8 49:1 52:15 53:3,7,14 54:1 66:11 67:8 70:24 71:10 72:7, 12 73:9 78:11,14 87:16 88:13 100: 22 105:5 120:22 121:2 124:10 128: 4 137:10 procedure [11] 27:15,17,18 43:20 49:19 139:2 144:8 145:15,17 147: 14 149:10 procedures [1] 124:23 proceed [5] 23:16 44:8 93:8 95:25 104:6 proceeded [1] 59:3 proceeding [1] 120:10 proceedings [2] 1:12 3:22 process [11] 19:19 34:6,7,17,18 89: 21,21 90:8 112:20 133:12 136:8 processes [1] 10:20 produced [3] 7:16 97:19 111:10 professional [1] 111:23 program [3] 61:9 112:7 137:15 programmed [2] 61:5,7 programs [1] 136:10 progress [2] 120:19,22 progressed [1] 73:9 prohibit [2] 89:23 90:17 prohibits [1] 89:16 prolong [1] 20:7 promise [1] 78:6 promised [2] 30:2 31:5 promising [1] 102:16 prompt [1] 73:8 proper [1] 27:18 properly [4] 8:3 9:18 13:15 45:6 property [5] 7:21 20:1 58:14 81:5 143:10 proposed [8] 119:5,14,15,17,18,20 148:15 149:7 prospect [1] 112:9 protect [4] 91:17 144:18,19,19 protest [2] 40:24 42:22 proud [2] 42:24 75:13 prove [1] 102:7 provide [23] 4:13 8:8 12:22 30:7 31: 4 32:17,19 38:8,9 40:19 53:9,16 62:</p>	<p>20 64:8 68:23 76:21 92:13 93:22 99:15,24 117:14 119:2 148:9 provided [6] 10:4 35:9 42:6 52:20 62:22 63:3 provides [3] 9:9 38:12 64:11 providing [4] 29:25 31:13 44:1 137: 6 provision [1] 140:2 ps [2] 42:8 45:11 psc [135] 4:13,13 11:2 13:3,9,20 15: 4 18:19 21:3,23 23:23 31:11,12,23 32:4,9 33:6 34:7,21 35:5 36:1,9 37: 21 39:20,21 40:10,13,20 41:9,17,19, 22,25 42:17,17 43:8,22,23 45:9 46: 22 47:15 48:1,6,8,21,23,25 49:5,24 50:1,15 51:15 52:3,6,18 54:8 59:9 64:10,18,19 68:8 69:23 70:8 72:1, 20,24 73:2,24 74:2,21,24 75:12,24 76:3 80:25 81:2,4,10 82:10,10,11, 18,21 84:12 85:14 88:15,21 89:1,6, 9,14,17,23 90:2 91:12 92:20 93:3, 19 96:21 97:4 98:8,23 100:4,17,19 108:23 110:1,22,22 111:8 113:20 114:5 116:10 117:1,25 118:21 124: 11 125:5 127:14 129:7,11 132:11, 22 133:4 134:18 135:23 136:10 139:7 142:15 143:3,24 146:7 147: 19 148:13 149:12 psc's [6] 49:16 75:19 83:5,6 96:14 129:7 public [22] 1:9 3:9 5:10 34:19 41:8 43:15 50:11 69:16 90:23,23 91:17 93:17 94:8 95:4,7 98:6 111:19 112: 1 115:19 131:25 135:2 144:20 pull [6] 24:5 30:21 39:1 51:5 58:24 60:5 pulled [5] 58:25 128:11 139:6 142: 5 144:10 pulse [1] 8:13 purpose [1] 120:23 pursue [2] 77:7 84:8 push [1] 147:11 pushed [3] 43:2 136:3 140:20 pushing [2] 16:3 124:9 put [22] 22:2 30:3 32:15 35:17 44:3, 15 47:7 48:2 60:14 61:24 62:1 64: 24 65:23 70:4 77:25 79:3 104:25 118:9 131:4 136:25 137:20,20</p>	<p>118:12 130:6,18,19 135:9 137:4 149:23 questioned [1] 144:3 questioning [1] 119:23 questions [17] 9:22 52:6 82:4 85: 25 86:3 92:17,19 96:10 123:16,17 132:6 133:2 140:15,17 147:18,21, 23 quick [1] 107:20 quickly [1] 138:2 quit [1] 44:23 quite [1] 141:21 quote [1] 146:25</p> <hr style="width: 100%;"/> <p style="text-align: center;">R</p> <p>radically [2] 8:23 34:7 rain [1] 34:1 rainy [1] 7:24 raise [1] 7:14 raised [2] 9:22 51:18 ramifications [1] 88:24 ran [5] 14:8 18:12,15 40:2 89:5 rang [2] 58:7 138:21 rank [3] 105:13,17,20 rasberry [9] 2:13 41:15 111:9,10, 16 123:22 132:11 133:4 146:25 rate [1] 99:10 rather [3] 17:10 94:5 108:18 raymond [1] 16:6 reach [5] 8:14 40:8 42:14 120:11 122:8 reached [3] 42:8 121:13 123:4 reaching [1] 88:14 read [14] 30:9 69:9,13 84:6,20 85: 17 86:9 117:11,20 132:15 137:9 139:19 146:25 147:1 reading [5] 30:13 82:21 86:13 132: 20,21 ready [2] 3:23 54:23 real [6] 22:17 50:2 54:3,3 60:17 107: 20 really [12] 19:23 42:13 47:7 75:11, 23 83:9 88:14 93:10 102:17,19 103: 2 125:20 realm [2] 126:20 147:18 reask [1] 130:19 reason [8] 8:2 14:1 21:2,2 51:22 65: 7 76:19 134:23 reasonable [2] 116:6,8 recall [5] 58:13 61:6 77:13 91:15 102:6 receipt [1] 133:24 receive [7] 38:3 85:19 88:21 98:14 114:9 116:20 134:12 received [25] 85:20 87:11 88:20 97: 2 98:13,17 99:9,10,25 101:10 114: 10,22,25,25 115:10 119:10 120:10 129:18 134:1,10 135:10 137:10 150:14</p>
---	--	---	---

Q

qualified [1] 140:7
qualify [1] 140:2
quality [2] 17:22 112:17
quarter [2] 24:25 25:3
quarters [1] 38:6
quattlebaum [2] 1:14 3:16
quest [23] 4:13 8:8 12:22 30:7 31: 18 68:17,19 80:21 85:11 86:3 88: 17 90:10,17 95:20 104:4,10 106:25

Reliable Reporting, Inc.
 500 South Florida Avenue, #600, Lakeland, Florida 33801
 (941) 682-8737



Hearing Calvin Wood vs. GTE and PSC

December 8, 1999

<p>receiving [3] 30:6 72:18 115:13 recently [1] 18:2 recess [2] 54:20 107:17 recognize [1] 104:1 recognized [1] 103:8 recognizing [1] 48:19 recommend [1] 72:9 recommendation [1] 33:13 51:15,20 72:8 74:20 115:9 123:10 129:23 130:1,9 131:8 recommended [3] 148:10,15 149:8 reconnect [4] 26:3 136:4 140:21 141:5 reconnected [4] 26:4 65:22 98:11 136:24 record [28] 32:11 44:3,4 54:22 57:14 70:1 79:17 82:15 96:20 97:16,24 98:24 107:19 126:13,18,24 127:19,20,21,22 129:9 130:13 146:5 148:16 149:4,5,7 151:9 recording [1] 10:2 records [22] 39:7 44:1 47:21 48:3,25 57:9 63:13 72:20,21,23 80:23 122:7 124:17 125:25 126:4,5 127:1,4,15,23 132:4 136:22 recused [1] 48:17 red [1] 53:12 redirect [8] 2:7,16 92:23 96:1 107:8 132:7,9 148:1 redlined [1] 35:8 reductions [1] 110:11 reference [2] 45:9 127:17 referenced [1] 29:10 references [1] 150:1 referred [2] 50:23 51:16 referring [5] 68:4 105:18 119:12 120:12 126:3 reflect [5] 57:10 79:17 96:20 136:23 146:5 reflected [2] 39:7 85:10 reflects [1] 88:10 refresh [1] 83:18 refund [5] 40:18,21,22 76:20,23 refunds [1] 80:18 refusal [1] 137:23 refuse [1] 93:6 refused [3] 40:15 64:8 73:22 regarding [2] 110:17 140:11 regardless [1] 63:15 regenerated [1] 136:9 regular [4] 21:6 40:8 70:25 112:7 regulated [5] 139:12,17,22,24 140:3 regulates [1] 37:23 regulations [4] 40:11,12,13 42:7 regulatory [3] 47:11 95:9 98:3 rehabilitated [1] 80:13 rehabilitation [1] 11:16</p>	<p>rehashed [1] 136:8 related [2] 115:6 127:6 relation [4] 107:2 125:11,12,14 relations [4] 98:16,25 99:8 124:13 relative [3] 105:20 151:10,12 relatively [1] 17:20 relayed [2] 87:22 88:5 release [1] 77:4 relevance [1] 101:2 relevancy [1] 20:6 relevant [8] 9:11 15:6 26:25 49:6 67:19 106:7 136:17,18 relied [2] 51:25 93:20 rely [1] 94:9 relying [1] 150:7 remain [1] 14:10 remained [2] 99:16,25 remains [1] 87:3 remember [17] 8:17 16:25 58:19 59:7 60:13 66:14 67:9 74:8 76:8 77:16 81:3 86:22 100:21 102:2,5 125:9,10 reminded [3] 30:1 36:6,9 remote [13] 60:14 139:1,2,23 140:5,9 141:13,13,14,17,23 145:7,19 removal [1] 107:2 remove [2] 101:19 145:23 removed [3] 98:21,22 101:7 removing [2] 105:11,12 repair [8] 16:1,2 17:12 28:7 30:3 43:11 48:9 66:18 repaired [4] 14:7 28:8 32:25 33:2 repairing [2] 17:10 78:24 repairman [1] 23:23 repairs [1] 16:14 repeat [2] 59:20 90:10 repetitive [1] 92:21 replace [2] 18:11 24:13 replaced [17] 18:5,7,7,8 24:15 25:7,10 39:24 40:3,4 49:8 63:19,19 71:12 78:12,13,13 replacements [1] 25:11 replied [1] 68:8 reply [4] 95:17 113:12,13,14 report [10] 15:4 61:3,6,7 74:21 78:4,15,19 79:10 151:6 reported [2] 1:21 70:12 reporter [7] 3:21 5:10 148:12 149:14,16 150:19 151:5 reporter's [2] 2:23 151:1 reporting [1] 127:23 reports [8] 43:12 48:9,10 71:23 77:18,20 79:4 125:17 represent [7] 13:6,15 26:18 50:12 93:21 144:12,19 representation [8] 91:24 92:11 93:24 94:9 95:6,8 representative [4] 93:18 100:14,18 122:1</p>	<p>representatives [1] 100:16 represented [4] 91:13 92:10 93:18 95:10 representing [10] 13:13 44:11,11 92:3 94:2 95:12,14,23 96:18,18 represents [1] 25:20 request [19] 41:16 43:20 82:16 84:9,10 86:20 114:22,25,25 117:21 118:24 119:1,2,9,10,25 124:3 125:23 145:23 requested [7] 30:5 40:9 85:23 86:15 87:10 90:3 151:8 requesting [1] 80:9 requests [2] 84:15,16 require [3] 138:5 150:4,6 required [8] 6:6 8:8 10:7 78:2 130:23 143:24,25 144:2 requirement [1] 140:25 requirements [2] 6:7,9 requires [5] 67:17 68:6,20,23 77:7 rerated [1] 99:8 residence [7] 138:11,19 139:4,6 140:1 143:8 147:7 residential [2] 79:25 80:2 resolution [12] 36:8 82:23 89:21 112:15,17 119:4,5,14,15,17,20 124:7 resolve [2] 89:24 90:19 resolved [12] 32:4 70:24 71:10 83:16 89:17 113:17 117:13,23 118:6 124:6 135:1 147:14 resolving [1] 90:18 respond [5] 33:8 119:1 135:9,11 137:2 responded [8] 33:18 82:11,16 118:12 135:3,16 respondent [3] 1:7 3:7,19 response [5] 39:19 50:20 117:21 134:24 135:15 responsibilities [1] 112:12 responsible [1] 37:23 rest [3] 24:22 42:22 96:1 restore [1] 91:4 restored [14] 8:3 11:6 13:7 36:13,14 39:13 45:22,24 64:5 65:1,6 66:7,7,8 restoring [1] 64:17 restricted [1] 125:16 restrictions [1] 145:24 result [1] 119:10 results [2] 50:10 93:12 resumed [2] 107:18 149:6 retain [1] 137:11 retained [1] 136:1 retaliation [2] 32:8 35:25 retiring [1] 37:11 return [3] 59:12 87:15 98:23 returned [1] 57:21 review [3] 68:1 84:7 151:7</p>	<p>revised [1] 45:18 richard [1] 15:23 ride [8] 140:2 142:11 144:21,24 145:2,8,16,17 rights [12] 34:6 45:12,13 46:18,19 77:7 81:24 82:1 93:2,3,5,14 ring [3] 55:12,21 56:9 rings [7] 55:16,17,18,19 56:3,7,12 road [18] 10:1 16:6 17:1,13,21 18:3 25:9,23,24 26:6 40:2 62:1,2 105:24 140:6,8 141:18,22 roads [2] 141:20 145:20 rode [1] 50:3 role [1] 94:23 roughly [1] 20:14 route [3] 25:2 32:24 40:5 routine [1] 40:8 routinely [1] 72:14 row [1] 26:10 rude [1] 11:1 rule [36] 32:1,2 67:25 68:1,3,4,19 69:13,18,22,23,25 70:4 73:24 89:16 90:17 111:4 113:16 115:19 116:2,7 119:7,12 120:6,9,12 135:23 137:13,22,23 138:1,5 139:10,12,15,16 ruled [1] 38:19 rules [21] 4:7 6:6,16,17 9:2 53:17 67:17 68:9 69:11 70:6 85:3 89:5,22 91:10 113:12 119:2 124:25 139:9 148:8 150:3,5 ruling [7] 7:8,9 31:17 36:24 47:16 69:17 113:18 run [3] 31:1 147:9,12</p>
S			
<p>sad [1] 79:2 saddlebay [1] 35:15 same [16] 10:17 14:3,6,10 15:6 21:24 26:5,11,24 27:4 31:10 38:11 57:3 78:9 106:22 133:25 sarcastic [1] 42:24 saria [3] 15:23 16:3 66:6 saria's [1] 15:24 sat [1] 28:4 satisfied [1] 87:20 save [1] 102:23 saver [1] 56:10 saw [5] 18:20 28:10 75:25 99:7 126:16 saying [12] 6:1 9:13 65:3 77:13 81:3 105:15,22 118:5 131:10,11 138:17,17 says [25] 11:18 14:20 15:9,9,10,11,12 16:25 17:2 21:9 26:14 31:11 57:16 59:11 61:7 69:19,22 75:1,16,17 91:20 117:20 129:16 132:15 139:21 scary [1] 20:25 schaefer [28] 7:21 17:14 18:4 19:</p>	<p>ProDEX by EJS</p>		

Reliable Reporting, Inc.

500 South Florida Avenue, #600, Lakeland, Florida 33801

(941) 682-8737

Hearing Calvin Wood vs. GTE and PSC

December 8, 1999

<p>12 20:1 24:18 25:5,15,15,17 26:10, 11 27:5 35:8,17 39:25 42:15,16 46: 10 49:1 53:13 62:3 65:9,10 71:18 72:23 105:6 106:21 schedule [2] 115:6 120:2 scheduled [3] 87:15 121:24,25 schumacher [1] 111:16 scope [6] 38:19 100:25 101:1,3 105: 8,8 se [2] 3:18 6:16 search [1] 9:20 season [1] 7:24 second [16] 15:21 19:13 20:20 27: 14 32:21 37:4 56:20,21,24 57:7,10, 12,18 58:4 87:15 117:10 secretary [1] 43:25 section [4] 15:2 139:21 143:21 149: 22 sections [2] 17:9 33:10 see [25] 7:4 20:6 22:15 23:14 29:14 33:22 43:16 51:19 54:14 58:14 68: 10,19 101:8 102:20 103:11 117:5,7 118:16,18 124:17 127:14,17 129:16, 16 132:14 seek [1] 51:23 seem [1] 54:2 seen [1] 4:24 5:2,4,5 16:21 28:7,9 32:12,12,13 125:13 sees [1] 130:14 segment [1] 53:15 segments [1] 137:25 self [2] 30:23 59:17 senator [12] 37:10,11,13,16,22 38: 3 39:22 82:9,12,13,18,19 senator's [1] 82:16 send [15] 10:15 28:22 40:15 48:19, 21,22 49:25 102:23 103:20,25 113: 11,13 133:21,23 150:20 sending [4] 9:5 39:12 47:9 82:18 senior [2] 17:14 18:23 sense [1] 92:11 sent [27] 6:1 29:11 37:1 38:1,22,24 40:15 43:16 47:24,25 48:2,19 49: 22,24 52:3,16,17 82:8,9 102:19 104: 7 105:14 106:22 116:14,24 119:19 134:21 sentence [1] 84:20 separate [3] 53:21 56:16 132:23 september [8] 53:20 56:24 57:8 86:25 87:2,7,12,18 serve [3] 16:14 43:18 144:9 served [3] 43:15,19 112:6 service [19] 1:9 3:9 8:1,2,5,9,16, 22,24 9:4,7,9,12,13,14,17,19 10:5,9, 15,17,25 11:6 12:11,15,21,23 13:7, 8,22 14:3,22 17:17,22 19:1,7,8 20:9, 17 21:4,21 22:22,23 23:17,18 24:22 25:11 30:8,25 31:4,14,23 32:6 34: 23 35:5,10,10,24 36:5,25 38:8,10,</p>	<p>12,13,16,18 39:12,14 40:19,21,22 41:8 43:16 45:5,23,24 47:23 49:13, 17 50:11 52:21,22 53:16 61:13,14, 17,22,23 62:6,20,23 64:11,17,22,25 65:6,17,18,22,25 66:3,19,24,25 68: 12,21,24 69:16,20 70:15 71:13 73:3, 4 76:7,9,15,21,23 77:19,20 78:3,3, 17,23,23 79:6,8,8,24,25 80:1,2,8,9, 11,19 81:8,9,11,12,18 86:21 88:16, 18 91:5,18 93:22 98:6 99:15,18,21, 21,22 110:13,18 111:19 112:1 115: 19 117:21 118:13,16,19 132:1 134: 25 135:2,5,7,10,12,17,20,25 136:4, 5,7,12,25 137:5,6,8,11,16,24 138: 13,15 140:22 141:1,6 143:6 144:20 145:24 services [5] 9:24 14:19 92:14 134: 25 137:13 servicing [1] 26:10 set [5] 4:5 55:17 79:21 114:18 124: 4 setting [1] 110:13 settle [6] 6:25 45:10 77:13 121:8 122:9 123:6 settled [3] 31:17 77:9 123:13 settlement [24] 45:18 77:6,11,14 87:17 93:1,4 115:4,7 120:7,11,14 121:3,5,9,10,13,17,20 122:8,25 123: 1,4 124:9 settling [1] 77:8 seven [4] 19:25 35:15 72:13 110:14 several [14] 6:1 18:8 21:18 22:14 32:14 51:17 53:15 61:25 74:2,20 84:14 96:6 100:10 122:19 shame [1] 46:12 shaped [1] 23:11 share [1] 83:10 she'll [1] 150:19 she's [2] 101:4 103:12 sheet [1] 78:17 sheppard [2] 17:20 18:22 ship [1] 30:19 shirley [7] 109:13,16 114:14 115:6 121:22 122:15,18 shook [2] 59:11 60:8 short [5] 6:13 54:17,20 107:17 149: 25 shortly [3] 14:17 90:3 121:23 should've [1] 43:10 shoulders [1] 22:21 shouldn't [1] 51:7 show [8] 15:1 63:13 69:25 77:21 126:4 127:13,15 132:4 showed [3] 18:11 30:20 130:24 showing [1] 129:5 shown [1] 50:14 shows [2] 39:4 122:7 sic [3] 66:10 68:14 76:5 sick [4] 19:18 36:19 66:21 68:13</p>	<p>side [3] 8:18 23:15 30:21 siel [2] 17:13,14 sight [1] 29:18 sign [9] 46:18,20 80:12 87:17,21 93: 4 121:8 141:24 142:2 signal [1] 10:2 signed [5] 26:21 46:19 93:12,13 94: 11 significant [10] 35:19 36:22 38:23 42:12,13 45:19 47:11 134:22,23 144:22 silvio [3] 25:3 26:11 32:23 similar [1] 53:13 simply [6] 11:25 30:24 34:11 73:20 83:20 147:14 since [7] 7:11 8:23 23:18 25:21 45: 8 83:8 137:16 sir [10] 102:6 106:12,16,19 107:6 123:25 126:23 128:23 131:12 147: 20 sit [3] 33:21 48:8,11 site [9] 138:12 139:23 140:4,5,9,9 141:12,22 144:7 sitting [2] 45:3 49:12 situation [2] 71:6 138:16 six [7] 19:25 24:9 39:19 72:13 112: 17 118:22 142:18 sizable [2] 40:18 76:20 skip [1] 30:19 slack [1] 24:5 smaller [1] 14:5 smile [2] 146:13,14 smith [3] 38:2 114:15 115:8 snowbirds [1] 35:16 solved [2] 30:7 53:10 somebody [4] 5:10,24 65:15 135: 21 somebody's [1] 148:11 somehow [2] 65:5 124:15 someone [2] 5:11,15 6:5,11 8:13 12:12 26:2 28:15 41:9,13 47:23 48: 11 58:6 74:6 93:9 105:23 106:3,23 108:1,9 145:9 something's [2] 10:8,8 sometime [4] 23:3 45:23 63:10 81: 14 sometimes [13] 15:14,16 23:4,6 27:10 33:25 41:5 55:10,12 60:25 61:1 71:16 127:8 somewhere [6] 13:25 15:21 20:16 40:16 76:11 128:17 soon [2] 12:10 113:3 sorry [8] 67:21 68:14 76:13 86:12 95:21 97:18 104:5 109:8 sort [1] 122:6 sought [1] 5:22 southerly [1] 143:9 spanish [1] 19:5 speaker [2] 4:7,10</p>	<p>speaking [2] 124:11 135:18 specialist [1] 98:3 specific [3] 76:19 77:17 105:1 specifically [3] 4:17 95:22 98:15 speculate [1] 106:6 spellings [1] 18:10 spend [3] 30:12 124:1,4 spent [5] 35:15,17 62:16 122:7 136: 7 spg [2] 99:17,20 spite [1] 75:10 spliced [1] 13:25 split [1] 33:9 spoke [7] 8:19 19:5 86:19 87:14,20 95:4 100:10 sporadic [1] 73:5 sporadically [1] 143:1 spots [1] 145:7 spotswood [1] 72:14 spread [1] 104:22 staff [17] 71:19 72:9,13,17,20 74:20 89:23 115:9 119:4,20 120:20 121: 11,19 124:4 125:19 126:2 138:22 staffs [1] 72:8 stage [1] 119:4 stamp [2] 102:24 129:16 stamped [3] 130:7 150:13,18 stamps [1] 113:4 standard [10] 52:24 96:8,10 139:2 144:8 145:15,17 147:10,14 149:10 stands [1] 35:22 start [2] 57:6 118:20 started [13] 13:16 14:17 28:16 71:2, 6,15 73:16 76:9 81:14 90:25 91:25 112:2,3 starting [4] 20:2 21:5 28:2 86:17 starts [1] 84:5 state [29] 10:1 15:13 25:2,9 28:6 36: 17,18 40:5 53:1,6 82:11 93:18 97: 15,24 111:15 120:10 142:15,19,24 143:1 144:4,12 151:2 stated [9] 57:21 70:23 73:1 82:8 89: 8 91:11 139:1,5 140:24 statement [1] 6:23 statements [3] 82:14 91:15 149:20 states [3] 53:1 135:24 138:25 stating [5] 70:15 76:14 88:22 102:3 117:13 station [4] 24:19,20 25:1 46:6 statue [1] 119:7 statutes [2] 144:13,15 stay [8] 7:12 21:4 39:2 44:17 62:15 73:2,8 147:17 stayed [4] 112:7 140:6 141:18,21 staying [1] 120:23 stenographic [1] 151:9 stenograph PRODEX step [1] 34:12 by ETS stick [1] 27:3</p>
--	---	--	--

Reliable Reporting, Inc.

500 South Florida Avenue, #600, Lakeland, Florida 33801

(941) 682-8737

Hearing Calvin Wood vs. GTE and PSC
December 8, 1999

<p>still ^[36] 12:15 15:11 17:15 18:13 20:12,13 22:17,18,22 25:16 28:1 33:4 36:14 37:8,13,13 38:9 42:2 60:16 67:14 72:10 75:8 76:17 79:6 84:24 88:7,18 98:19 104:12 119:6,10 128:9 133:7 141:6 150:4,6</p> <p>stint ^[1] 115:2</p> <p>stipulated ^[1] 70:6</p> <p>stirred ^[1] 51:4</p> <p>stokes ^[23] 46:24,25 47:8,12,19 48:14,18 49:3,8,21,22,25 52:5 90:25 109:13,17,22 114:14 115:6 121:23,23 122:1,15</p> <p>stop ^[1] 138:18</p> <p>story ^[3] 31:7 33:13 145:18</p> <p>straight ^[1] 55:21</p> <p>straightened ^[1] 83:10</p> <p>street ^[2] 15:22,23</p> <p>strike ^[4] 12:17,18 24:21 73:10</p> <p>strongly ^[1] 141:5</p> <p>stuff ^[5] 14:2,6 44:4 76:3 79:23</p> <p>stuffed ^[1] 102:22</p> <p>sub ^[3] 119:13 120:13 137:22</p> <p>subcontractors ^[1] 16:18</p> <p>subdivision ^[2] 19:13 26:12</p> <p>subject ^[1] 138:10</p> <p>subjects ^[1] 108:17</p> <p>submit ^[4] 37:20 49:23 53:2 126:15</p> <p>submitted ^[6] 27:14 37:22,24 47:20,21,24</p> <p>submitting ^[2] 42:22 97:4</p> <p>subpoena ^[1] 75:7</p> <p>subs ^[1] 38:11</p> <p>subscribed ^[1] 99:13</p> <p>subsection ^[3] 115:20 139:11,11</p> <p>subsequent ^[1] 56:9</p> <p>substantial ^[3] 15:3 24:8 25:18</p> <p>substantiated ^[1] 24:3</p> <p>sufficient ^[2] 146:15 149:3</p> <p>sugar ^[2] 53:23,24</p> <p>suggested ^[1] 74:8</p> <p>suite ^[1] 1:22</p> <p>summarily ^[1] 132:3</p> <p>summarizing ^[1] 96:23</p> <p>summary ^[4] 78:19,22 132:16 147:2</p> <p>summation ^[1] 91:20</p> <p>summer ^[2] 10:24 28:16</p> <p>sunday ^[1] 74:11</p> <p>supervise ^[1] 112:14</p> <p>supervisor ^[2] 133:16 138:18</p> <p>supervisors ^[2] 112:19 114:24</p> <p>supply ^[1] 92:3</p> <p>support ^[1] 150:8</p> <p>suppose ^[15] 10:4 15:4 28:24,25 29:1,2 37:18 39:4 64:18 88:12 90:24 104:19 141:16 144:11 148:17</p> <p>supposedly ^[1] 31:21</p> <p>surprised ^[1] 74:23</p>	<p>suspicious ^[1] 146:18</p> <p>sustain ^[1] 11:25</p> <p>sustained ^[2] 105:10 107:1</p> <p>swear ^[5] 4:8,22 5:24 6:12 7:4</p> <p>swearing ^[1] 6:10</p> <p>sweetmoone@aol.com ^[1] 108:9</p> <p>swing ^[1] 19:19</p> <p>switch ^[3] 16:23 65:8,9</p> <p>switched ^[3] 25:1 53:19,21</p> <p>switches ^[2] 24:24 46:6</p> <p>switching ^[7] 17:10 24:19,19 25:1 46:6 63:25 71:6</p> <p>sworn ^[5] 4:25 5:1 7:17 97:20 111:11</p> <p>sync ^[1] 91:1</p> <p>system ^[30] 104:23 112:20,22,23,24 113:2,4,23 114:6,17,19,24 118:8 124:5 125:19 127:2,11,11,17,20 130:23 131:24 132:24 133:13,18,25 134:1,4,7 142:22</p> <hr/> <p style="text-align: center;">T</p> <hr/> <p>talbot ^[6] 37:17,19 39:23 41:7 82:16 96:23</p> <p>talbot's ^[1] 82:12</p> <p>talbott ^[3] 82:10 83:14 119:18</p> <p>talbott's ^[1] 82:22</p> <p>talked ^[13] 4:4 12:3 15:8 16:17 19:5 26:12 29:9 64:16,16 74:17 86:24 93:1 140:5</p> <p>talks ^[3] 121:7 137:23 139:12</p> <p>tallahassee ^[5] 49:22 111:17 112:4 138:19 143:7</p> <p>target ^[1] 121:3</p> <p>targets ^[1] 121:4</p> <p>tariff ^[4] 110:10,13,17 119:8</p> <p>task ^[1] 120:23</p> <p>technical ^[3] 4:21 69:11 122:20</p> <p>ted ^[1] 30:16</p> <p>telecommunication ^[1] 134:15</p> <p>telecommunications ^[1] 133:13</p> <p>telephone ^[7] 4:6 5:16 8:9,15,22,24 9:3,7,12,14,19 10:5,15,25 11:6,21 12:21 13:22 14:19,22 15:25 17:4,17 22:22,23 23:13,14 24:7,7 25:11 26:6,7 30:8,18,25 31:6 32:15 33:20 34:23 35:10,12,20,21,24 36:5 40:13 45:13,15 49:13 52:21,22 53:4,7 57:9,10 59:1,19 63:25 64:17 65:25 66:25 70:12 74:6 75:22 76:6 79:6,19,21 88:16 91:18 109:25 115:13 122:14,16,17 135:25 137:18</p> <p>telephonic ^[1] 5:19</p> <p>telephonically ^[1] 4:17</p> <p>temporarily ^[1] 135:25</p> <p>temporary ^[3] 63:14 77:25 79:2</p> <p>ten ^[2] 149:3,3</p> <p>term ^[2] 37:12,13</p>	<p>terminate ^[1] 31:23</p> <p>terminated ^[1] 25:5</p> <p>terminating ^[1] 68:21</p> <p>terminology ^[1] 128:8</p> <p>terms ^[2] 95:1 96:15</p> <p>terrible ^[1] 54:13</p> <p>test ^[5] 14:9,10 138:20 145:16,17</p> <p>testified ^[15] 7:18 58:13,17 82:12 85:5,7 88:15 89:13 97:21 109:4 111:12 130:7 140:20 146:1,6</p> <p>testify ^[4] 20:11 79:17 100:24 145:22</p> <p>testifying ^[3] 38:17 103:12 104:9</p> <p>testimony ^[22] 4:17 5:15,19 7:10 17:11 32:10 37:2 51:11 54:15 58:15,20 60:1 65:19 76:6 84:24 88:7 91:3 92:21 97:12 105:8 118:7 139:5</p> <p>tests ^[1] 14:8</p> <p>texas ^[1] 38:23</p> <p>their's ^[1] 66:8</p> <p>there's ^[44] 4:11,22 5:9 10:21,21 14:9 15:3,3 17:22 18:4 23:24 24:10,11 25:21 26:7,7,9 37:1 39:3 45:3 50:24 53:8 55:18 57:14 63:12 64:6 67:4,16 68:6,22,23 69:21 72:11,12,21 113:16 117:21 119:7 128:4 134:24 142:2,22,23 145:10</p> <p>therefore ^[1] 98:16</p> <p>thereupon ^[2] 3:22 150:22</p> <p>they've ^[5] 18:5 47:24 54:1 75:16,16</p> <p>thinking ^[1] 21:17</p> <p>thinks ^[1] 45:3</p> <p>third ^[3] 21:14 37:5 43:19</p> <p>thorough ^[1] 126:3</p> <p>though ^[6] 11:17 56:2 69:1 102:18 127:5 146:15</p> <p>thoughts ^[2] 27:9 88:11</p> <p>thousand ^[3] 20:15 24:9 35:15</p> <p>three ^[21] 15:25 22:14 38:6 39:9 65:2 67:14 73:10,14 83:5,13,17 84:3 85:21 86:5,6,20 101:9 112:19 115:3 134:19 143:20</p> <p>throughout ^[3] 52:25 53:1 104:22</p> <p>til ^[1] 46:11</p> <p>time-to-time ^[2] 58:5 79:22</p> <p>tired ^[2] 46:9 101:12</p> <p>title ^[1] 98:2</p> <p>tms ^[4] 134:5 147:1,3,4</p> <p>today ^[23] 6:21 8:7,9,15,24 9:1,19 10:22 22:18 33:9 42:20 45:3 47:22 51:24 73:15 83:1 87:22 94:7 126:17 127:10 129:13 148:23 149:2</p> <p>together ^[7] 24:6 33:21 35:18 68:2 122:18 128:16 130:9</p> <p>toll ^[13] 56:10 98:10,12,19 99:1,2 100:24 101:5,7,19 106:21 107:3 145:23</p>	<p>tone ^[8] 8:12,12 20:25 67:4 93:24</p> <p>took ^[7] 23:13 93:9 112:5,10 128:9 130:2 139:4</p> <p>top ^[4] 40:2 88:1 89:6 101:14</p> <p>tornado ^[14] 24:16 27:24 36:19 58:10 59:12 61:8,25 62:10,18 66:18,21,24 81:6 136:21</p> <p>total ^[2] 77:4 86:21</p> <p>totally ^[6] 11:14 13:9,10 15:19 79:20 80:4</p> <p>touch ^[2] 13:4 88:7</p> <p>toward ^[4] 62:13 128:1 141:25 146:23</p> <p>town ^[3] 4:3 12:21 24:9</p> <p>toyota ^[1] 143:12</p> <p>trace ^[2] 142:33,23</p> <p>track ^[1] 133:14</p> <p>tracked ^[2] 112:21 118:8</p> <p>tracking ^[8] 112:23 113:23 114:6 127:9,10,11 132:23 133:19</p> <p>trailer ^[1] 59:13</p> <p>trailers ^[1] 25:22</p> <p>trained ^[1] 126:2</p> <p>transactions ^[2] 83:22 96:24</p> <p>transcript ^[13] 148:12,13 149:10,11 150:1,3,7,11,12,14,17 151:7,8</p> <p>transcripts ^[3] 148:18 149:13,15</p> <p>transfer ^[2] 24:17 112:5</p> <p>transferred ^[1] 112:3</p> <p>transferring ^[1] 27:9</p> <p>transmit ^[5] 9:2 10:16,18 11:24 52:23</p> <p>transmittals ^[1] 9:3</p> <p>transmitted ^[1] 149:18</p> <p>transpired ^[1] 39:20</p> <p>transportation ^[5] 138:11 139:12,16,22 144:1</p> <p>travel ^[1] 145:4</p> <p>treat ^[1] 115:23</p> <p>treated ^[2] 74:24 106:14</p> <p>tried ^[14] 21:18 24:16 41:18 42:23 44:5 45:10 62:15 64:3 65:9 73:14,17 75:1 85:6 88:13</p> <p>triglycerides ^[3] 20:13,15 53:25</p> <p>trip ^[1] 139:23</p> <p>trouble ^[15] 12:12 44:2 61:3,6 71:8,23 77:18 78:4,15 79:9 88:9,12 115:13 122:4 143:14</p> <p>true ^[10] 56:25 60:20 70:25 73:23 74:3,5 89:10 91:22 106:20 151:8</p> <p>try ^[24] 13:19 17:8 21:16,16 26:14 27:11,11 28:23 29:9 35:22,23 41:22 62:5 63:16,17 85:3 91:4 116:4 120:7 122:10 124:6 144:9 147:11,17</p> <p>trying ^[19] 4:2 6:16 10:25 11:17 12:5,14 27:8 29:17 90:19 92:2 63:18 79:20 89:17 90:19 92:2</p>
--	---	--	--

Reliable Reporting, Inc.
500 South Florida Avenue, #600, Lakeland, Florida 33801
(941) 682-8737

Hearing Calvin Wood vs. GTE and PSC

December 8, 1999

<p>turn ^[11] 83:4 84:17 85:21 86:5 87:24 110:21 118:21 132:11 133:17 134:18 138:9</p> <p>turned ^[5] 31:6 39:14 132:16 147:1,4</p> <p>twice ^[2] 19:20 71:16</p> <p>two ^[47] 15:10 16:2 20:22 22:14 23:4 24:12 25:2,4,25 26:12 33:10 41:10 42:24 43:12,13 44:9,10 49:17 50:5,24 52:2 55:19 56:9,17 59:3 65:2 71:1 72:3,12,12 75:25 82:14 83:4,5,13 85:16 99:21 115:1 116:11 117:8 122:22 127:6 131:19,19 132:12 134:19 147:6</p> <p>type ^[7] 12:1 14:2,3 21:8 35:12 116:5 122:24</p> <p>typed ^[1] 142:7</p> <p>typical ^[1] 21:20</p> <p>typically ^[3] 43:23 145:6,8</p> <hr/> <p style="text-align: center;">U</p> <hr/> <p>unacceptable ^[2] 81:11,12</p> <p>under ^[14] 40:24 81:4 86:14 127:1 129:24 133:7 136:12 137:12,15 139:17,21 140:2,2 143:6</p> <p>understand ^[25] 4:3,7 11:23,23 22:24 41:19 49:10 69:4,9 77:6 80:6,15,19,20,22 81:2,4,7,23 84:1 90:9,13 92:22 94:22 148:12</p> <p>understanding ^[20] 5:12 6:6 25:7 40:13 42:3 64:21 67:23 72:21 80:17 82:22 83:15,19 88:25 89:3,4 91:23 92:10 94:23 140:4 147:5</p> <p>understood ^[1] 146:22</p> <p>undeveloped ^[1] 25:16</p> <p>unfair ^[1] 34:19</p> <p>unfortunate ^[1] 16:7</p> <p>unhooked ^[1] 55:10</p> <p>united ^[1] 53:1</p> <p>universal ^[3] 136:12 137:5,8</p> <p>university ^[2] 94:17 111:25</p> <p>unless ^[2] 83:24 148:18</p> <p>unplug ^[1] 57:22</p> <p>unresolved ^[1] 33:4</p> <p>until ^[40] 7:23 10:24 18:2,16 24:15 28:23 30:3 31:16,17 32:4 33:15 40:4,7 47:16 57:11 61:20 62:12 63:9 64:5,25 65:4 71:19 78:1,12 81:13 83:1,1 89:21 98:18 112:4 117:22 125:17,20 132:1 134:21,25 135:4,21 136:24 147:7</p> <p>untimely ^[1] 34:15</p> <p>unusual ^[2] 72:17 147:9</p> <p>up ^[95] 4:6 5:5 7:23 8:11 10:24 12:7 15:22,22 16:16,17,18 17:11 18:2,20 19:23 20:1,14,20,24,25 21:15 25:3 26:7 27:12 28:17 30:18,23,24,25 31:8 32:3 33:9,20 35:11 43:7 44:24 49:11,23 50:14 51:4,20 52:7,7 55:6,</p>	<p>8,9,11,13,13,17 56:7,12,14,19 58:16,21 59:4,11,15,16 60:2,7,8,15,23,23,24 61:20 62:1,12 63:7 65:12 67:4 71:13,14 72:14 79:21 80:12 81:20 83:10 93:9 102:25 105:23 113:7 114:18 122:3 124:10 126:16 130:11,22 133:20 139:6 142:6 144:10,21</p> <p>update ^[1] 35:21</p> <p>updated ^[2] 37:19 82:10</p> <p>upset ^[2] 75:8,11</p> <p>upsets ^[1] 75:23</p> <p>upside ^[1] 62:2</p> <p>usable ^[1] 11:6</p> <p>using ^[7] 16:24 40:10 57:6,25 58:3 122:21 127:10</p> <p>utility ^[5] 37:4 116:5 133:23 144:25 145:3</p> <p>utilized ^[1] 127:12</p> <hr/> <p style="text-align: center;">V</p> <hr/> <p>va ^[3] 11:14,15 20:22</p> <p>valid ^[2] 146:16,19</p> <p>van ^[2] 24:8 44:12</p> <p>variety ^[1] 145:3</p> <p>various ^[1] 26:9</p> <p>vehicle ^[15] 139:14,17,22,24 140:3,7,7 142:16 143:10 144:4,6,21,22 145:4,5</p> <p>vehicles ^[3] 144:25 145:3,6</p> <p>verbal ^[1] 112:25</p> <p>verified ^[1] 4:4</p> <p>versus ^[1] 95:8</p> <p>via ^[1] 67:20</p> <p>vietnam ^[2] 14:2 24:8</p> <p>view ^[1] 9:15</p> <p>viewed ^[1] 48:14</p> <p>village ^[1] 24:9</p> <p>violated ^[2] 15:2 34:7</p> <p>violation ^[2] 53:17 119:7</p> <p>virginia ^[2] 94:17,21</p> <p>visit ^[5] 75:20 138:12 143:8,10 144:7</p> <p>visual ^[1] 114:20</p> <p>visually ^[1] 114:16</p> <p>vocational ^[1] 11:16</p> <p>voice ^[1] 52:24</p> <p>volunteered ^[1] 41:2</p> <p>votes ^[1] 37:14</p> <p>vs ^[2] 1:5 3:5</p> <hr/> <p style="text-align: center;">W</p> <hr/> <p>wait ^[5] 15:15 34:20 66:5 86:12,12</p> <p>waited ^[2] 40:9 67:14</p> <p>waiting ^[1] 89:8</p> <p>waive ^[8] 5:13 6:7,8 45:12 77:7 81:24 93:2,5</p> <p>waived ^[2] 5:14 81:25</p> <p>waiver ^[4] 45:12 46:18,19 93:13</p>	<p>wales ^[7] 3:15 19:17 72:4,17 138:24 139:3 142:7</p> <p>walk ^[1] 141:20</p> <p>walrath ^[3] 14:19 15:8,19</p> <p>walrath's ^[2] 15:1 66:7</p> <p>wanted ^[27] 8:22 13:21 23:18 30:17,24 31:3 34:22 35:1,1,2 36:7 41:12 46:18 47:6 48:6 59:22 60:2 61:22 65:8 80:11 82:19 91:3 92:2 93:2 96:25 121:21 145:11</p> <p>wanting ^[2] 79:23 117:17</p> <p>wants ^[1] 90:22</p> <p>warned ^[1] 67:7</p> <p>warrants ^[1] 145:1</p> <p>waste ^[1] 112:6</p> <p>watch ^[1] 21:12</p> <p>watched ^[1] 28:4</p> <p>water ^[3] 59:2 112:6,6</p> <p>way ^[21] 6:17 17:5,6,7 23:20 24:4 43:21 50:16 52:13 64:14 69:22 72:11,12 74:24 91:12 114:17 115:21 135:6 138:15,18 145:11</p> <p>ways ^[2] 49:18 141:21</p> <p>week ^[4] 60:25 62:23 63:5 142:18</p> <p>weeks ^[14] 20:22 23:6 25:25 39:9 41:4,10 61:25 65:2,2 67:14 86:21 101:9 131:19,19</p> <p>weight ^[8] 103:2,3 104:8,13,14 106:2</p> <p>welcome ^[2] 41:24 150:16</p> <p>west ^[2] 1:19 94:21</p> <p>whack ^[1] 64:20</p> <p>whatever ^[7] 23:10,11 75:11 80:10 113:1 129:19 150:7</p> <p>whenever ^[1] 54:23</p> <p>where's ^[1] 129:2</p> <p>wherever ^[1] 145:8</p> <p>whether ^[17] 9:25 13:11 52:23 68:11 73:24 88:17 112:25 113:9,15 118:12,12 125:25 127:18 130:2 134:10 135:10 148:11</p> <p>who's ^[7] 5:10 7:3 17:4 38:2 145:9 149:12,13</p> <p>whoever ^[1] 4:23</p> <p>whole ^[6] 14:7 33:13 61:10 64:4 66:9 72:4</p> <p>wife ^[5] 15:20 16:5 17:14 18:23 28:5</p> <p>will ^[25] 24:22,22 32:11 37:12 55:12,17 56:7,9,12 57:9 66:16 70:14 79:17 83:25 88:4 91:16 97:11 113:1 135:22 145:4 146:5 147:17 148:17 150:11,14</p> <p>william ^[5] 1:14 3:16 19:10,10 41:7</p> <p>willing ^[1] 7:4</p> <p>wind ^[3] 24:4,5 42:21</p> <p>winter ^[3] 11:16 20:3,20</p> <p>wire ^[2] 24:3 65:5</p> <p>wires ^[21] 9:3,9,17 33:24 61:9,19</p>	<p>62:7,9,13,14,21 64:5,6,8,24,25 65:17,20,21,23 66:2</p> <p>wiring ^[7] 13:24 23:17,18 32:22,24 44:14 71:4</p> <p>wise ^[3] 88:19,22 141:17</p> <p>wish ^[3] 36:22 54:13 81:10</p> <p>withheld ^[1] 88:23</p> <p>withhold ^[7] 29:21 31:14,18,25 36:25 88:17,19</p> <p>within ^[14] 20:14 58:23 62:23 63:5 78:5,11,24 84:10 124:11 126:19 131:6 144:14 147:10,17</p> <p>without ^[14] 13:14 17:17 21:4 22:15 42:9 46:19 49:7 64:15 69:1 88:16,20,23 91:6 93:13</p> <p>witness ^[14] 3:24 6:20 7:16 97:11,19 101:4 103:7 111:7,10 129:5 130:6 133:4 140:15 147:24</p> <p>witnesses ^[7] 5:25 6:10 97:7,9 107:10,11 148:3</p> <p>wood ^[185] 2:3,4,7,11,15,21 3:18,25 4:15,24 5:3,5,12,18 6:4,11,15,19,22 7:8,13,16,20,20 9:11,16 14:23 15:8 20:8,10,12 27:23 30:9,11,14 38:16,17,22 39:13 43:14 44:1,7,8,9 51:11,13,15 54:17 55:3 57:17,20,21 59:11,13 60:18 61:16 62:5 63:21 65:16 67:16 68:16,18,25 70:11 71:17 73:1,19 74:4,16 75:13 77:23 79:16 80:15 82:3,8 83:7 85:19,25 88:15 89:13,20 90:6 92:8,18,22,24 94:13,15,17,19,21,25 95:3,10,15,21,24 96:2,12 97:8,17 98:11,15,22 99:1,24 100:6,9 101:2,5,16 102:25 103:5,8,11,15,19,22 104:1,7,9,12,16,21 105:10,11,16,19,22 106:1,13 107:1,2,7,20,22 108:2,3,4,10 109:18 110:25 111:2 114:1,7 115:17 116:16 119:21,22 121:1,25 122:3,16,20 123:5,18,19,21 126:13 129:4,10,12 130:11,12 131:3 132:6,17 134:19 135:11 136:11,16,20 138:22 139:5 140:21 141:5,9,11 146:3 147:3,20,25 148:5,6 150:19</p> <p>wood's ^[13] 115:11 118:12 132:16 135:9 137:12 138:6,11,17,19,25 140:1,5 147:2</p> <p>wooden ^[1] 8:20</p> <p>woods ^[2] 83:23 117:13</p> <p>word ^[2] 69:22 104:25</p> <p>wording ^[1] 69:21</p> <p>words ^[4] 8:8 9:17 91:19 99:9</p> <p>work ^[20] 6:17 11:17,19 12:6,9 13:5,19 17:2,3 18:17 33:22 35:23 36:16 37:2 54:2 80:13 88:8 91:22 120:7 125:5</p> <p>worked ^[13] 1 INDEX 6 25:8 75:21 76:4 112:1 by ETS 114:12 115:2</p>
--	---	--	---

Reliable Reporting, Inc.
 500 South Florida Avenue, #600, Lakeland, Florida 33801
 (941) 682-8737

Hearing Calvin Wood vs. GTE and PSC
December 8, 1999

working [18] 9:17 10:4 11:15,16 13:
9 15:11 16:16,18 20:18 22:2 34:1
67:3 71:5 72:15 76:1 122:8 128:13,
14
workman [1] 16:11
workmen [1] 16:17
works [4] 34:16,17 50:11 76:4
worse [6] 8:5 12:11 16:21 50:15,17
139:8
worth [1] 97:12
would've [1] 53:20
write [2] 37:10 130:1
writing [2] 84:10 129:23
written [6] 13:11 27:13 112:25 123:
10 135:2 147:6
wrote [19] 29:13 31:9,10 35:20 37:
17,18 41:6 46:25 47:19 63:12 67:
11,11 70:14 75:15 76:11,14 85:9
102:2 119:23

Y

y'all [2] 79:13,14
y'all's [1] 79:13
ya'lls [1] 106:17
yard [1] 18:12
yards [1] 14:7
year [8] 18:13 20:14 34:10,20 40:9
72:11 81:17 112:5
years [12] 8:16 15:10,18 19:11 27:8
43:22 75:18 76:23 96:6 112:2,2,7
yesterday [3] 4:19 6:1 54:12
yourself [4] 29:9 73:3,8 75:15

Z

zone [1] 145:12

ProDEX
by ETS

Reliable Reporting, Inc.
500 South Florida Avenue, #600, Lakeland, Florida 33801
(941) 682-8737

Wood Composite #1

REQUEST TO JOIN IN CALVIN WOOD'S COMPLAINT
AGAINST GTE - COMPLAINT NO. 199022

We the undersigned request to Join in the complaint above with Calvin Wood. For substantail periods of time, for some of us almost two years, GTE has known our telephones did not work properly. We believe they have intentionally not provided us with minimum service. We believe we are entitled to substantial refunds from GTE. You are invited to search our Telephone Company records.

<u>Name</u>	<u>Phone No.</u>	<u>Schaefer Lane House No.</u>
Raymond E. Syjia	696-4138	10672
J. Schaefer	696-1133	11710
James C. Shoppert	696-4454	11228
Martha Registe	696-3480	11583
Ronald Davis	696-8010	11117
James P. Wabrecht	696-5799	10819
Annato Frederick Hollingsworth	696-7115	11200
William H. Perry	696-2858	11076

Exhibits

Calvin Willie Wood, JD

Phone: (941)636-3542

P.O. Box 6352

Nalcrest, FL 33856-6352

February 3, 1998

GTE

PO Box 31112

Tampa, FL 33631-3122

Re: Customer ID No. 970123 and
PSC No. 199022

Gentlemen.

This is to inform you that Mr. Perry, my neighbor and the person who checks on me still cannot get through to me. This has made his job most difficult. It seems to have started last summer when lightning burnt up my lines. He says he has no problems getting other people. He has asked his line be checked. Even though it was promised, no one has come. He will let anyone dial from his phone to see if they get the same thing. No one will accept his offer.

Last week, I faxed you a copy of an e-mail which I got from West Virginia saying people could not get me. As you see, the phone number is correct. Who knows how many others are trying to get me and getting the same.

~~Until this is fixed, I intent to withhold payment.~~ I am disabled, and need the phone because of my health. I am sure you are aware if something happens to me and I cannot be reached, my children will come in and hold you responsible for the damages. The problems with my phone are well known. I do not know what is the matter with it, nor do I intend to learn. I have been promised \$25 credits for failure to repair, until they come out my ears, if only I had gotten them.

I respectfully request that you immediately get the problem of me not receiving phone calls resolved. I will consider them resolved when Mr. Perry can call me on a regular basis. I am not doing this to harasses, etc. I merely report what other people tell me when they cannot get through.

If you have any questions, do not hesitate to contact me.

Calvin Willie Wood, JD
Sincerely,

Calvin W. Wood

Calvin Willie Wood, JD

xc: PSC

280
150
110

110
150
260

Wood's notes re:
Conversation w/ Kaiser

ed/Kaiser (TEA) - Problem
is not w/ repair but w/ repair. Told H.
about 2-3 yrs later to get Re I
wasn't going to pay but problem fixed.
He confirmed that the hood pin they
were going to use to connect must
exist. There was no other available. Said
Ferry's problem was bad wiring @
corner of Silver & 17th. They were
fixed wires here.

My phone turned on. Called Sam
with. Will talk w/ Book & get
Hooder. Also going to provide Me Sam
to carry + more...

3:27 PM 3/27/98 STARS DE

STATE OF FLORIDA

Commissioners:
JULIA L. JOHNSON, CHAIRMAN
J. TERRY DEASON
SUSAN F. CLARK
JOE GARCIA
E. LEON JACOBS, JR.



DIVISION OF COMMUNICATIONS
WALTER D'HAESELEER
DIRECTOR
(850) 413-6600

Public Service Commission

March 31, 1998

Mr. Calvin W. Wood
P.O. Box 6352
Nalcrest, Florida 33856-6352

Dear Mr. Wood:

This will acknowledge receipt of your recent letter concerning GTE Florida, Incorporated. We will investigate and get back in touch with you within thirty (30) days.

In the meantime, if you have any questions, please let me know. I can be reached at (850) 413-6572-voice and (850) 413-6573-fax.

Sincerely,

A handwritten signature in cursive script that reads "Lennie Forwood Jr." with a stylized flourish at the end.

Lennie Forwood Jr.
Engineer I
Bureau of Service Evaluation

File: TMS #4090

Calvin Willie Wood, JD

Phone: (941)696-9542

P.O. Box 6352

Nalcrest, FL 33856-6352

April 2, 1998

PSC

Div. Of Consumer Affairs

2540 Shumard Oak Blvd.

Tallahassee, FL 32399-8133

Re: Complaint No. 199022

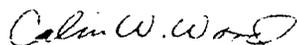
Attn: Mr. Durbin:

This is to confirm our telephonic conference today that I wish an informal hearing on Complaint No. 199022. I respectfully request it be held in the Nalcrest Florida area, because my disability prevents me from doing much travel.

I would like to bring in some of my neighbors to this hearing and let them tell about their telephone problems. I do not mind paying my back bill, and will be willing to escrow the same to ensure that GTE is paid after my service has been properly repaired. Prior regular payments on my part have failed to correct my problems. My phone has been improperly working since about last May.

If you have any questions, do not hesitate to contact me.

Sincerely,



Calvin Willie Wood, JD

FC: Mr. Ted Kaiser - GTE

Calvin Willie Wood

Phone: (941)696-2858 (Temp.)

P.O. Box 6352

Nalcrest, FL 33856-6352

April 8, 1998

Public Service Commission
Capital Circle Office Center
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Attn: Mr. Lennie Fulwood, Jr.

Dear Sir:

I have just finished talking to my four closest neighbors, and they each and all, tell me that they have had problems with their phones too. Some for almost two years. They inform me that GTE knows of their problems and refuses to fix them. I will be checking the others as I feel better. Each and every neighbor above wants to attend the informal conference I have requested. They request it be held in the Nalcrest/Fedhaven area and further be held after work. Each believes they are entitled to substantial refunds for service paid for but intentionally not given by GTE. Please set a date for the informal conference and return it to me.

I reiterate my position that the people in this area have been treated badly because (a) many cannot speak good English (b) many are old and (c) many are disabled. GTE has effectively Red Lined this area in terms of providing service, collecting their fees, and intentionally failing to provide minimum service. I expect others to have the same complaints as I travel up the road.

GTE has known for months that their lines are bad and not serviceable. Yet, they spend over \$700,000 in providing upgrades at Saddle Bag, a "snow bird" winter "watering hole", about two miles away where the white Yankocs spend 3-4 month over the winter. Yet, they let people with heart problems, like myself suffer by not having adequate, regular phone service.

I hope the PSC will not maintain it's position that I have to pay for service I never got in order to have my telephone service reconnected. The real reason why they will not reconnect it is they do not have a pair available to connect me. Several neighbors have asked me to get Governor Chiles office involved, but I hope that is not necessary

Sincerely,

Calvin W. Wood

Calvin Willie Wood

Calvin Willie Wood, JD

Phone: (941)696-2858(Temp)

P.O. Box 6352

Valcrest, FL 33856-6352

April 22, 1998

GTE

Sent Via Fax

Attn: Ms. Hendrix

Re: PSC Complaint No 199022



GTE

Dear Ms. Hendrix:

Per our conversation last Friday, I am writing to confirm our stands. I again object to you failing to restore full service to me. Again, I have been and am willing to escrow the full amount with the PSC, or other disinterested entity subject to both our approvals for release, and contingent upon you successfully restoring my personal phone service.

I again state that cutting off my service after I complained to the PSC is in retaliation for the complaint. The money has never been the problem, and you know it. You are using me withholding payment for failure to provide me with proper service to make me look like the bad guy. You should know better.

Further, by not restoring my long distance service, you will double or triple my long distance bill, which usually runs from \$100 to \$200 per month. You are doing this to punish me and to retaliate against me for complaining to the PSC.

I have pictures of the house after the tornado. It shows some of my contents. I have been looted several times, since I have not been able to stay there without a phone. When do you want a list of and the replacement cost of the contents which were taken without my permission/knowledge? The master bedroom and the dining room were expensive Ethan Allen Furniture. It will take approximately \$10,000 to replace just the Ethan Allen furniture. Please advise me how you want to handle this matter.

There are now 8 of my neighbors who are part of my complaint, and who want substantial rebates. My phone has a dial tone, and does not ring into my neighbors answering machine now. You told me you got the same machine when we talked yesterday. However, several of my neighbors have had their service disrupted by the work going on.

Your engineer has told me, along with the several workmen I have talked to, that there are not enough lines out here that are good to service the people. I hope GTE REPAIR does not

out here that we will not rest until new lines are put in which will afford us minimal service, service we have not been getting. Please tell me how you wish to approach the subject of new lines with us and repair. I keep getting the feeling from dealing with you that all of this is going to end up in court. Being sick gives me plenty of time. I like discovery. However, I wish to use court as a last resort. However, I still have the feeling GTE wishes to continue to take and not give. To be unreasonable because you are a monopoly and big. From what I am finding out, this matter of inadequate service may be the substance of a class action suit.

This is to confirm that I have asked the PSC for an "informal conference". I have asked for a date for the same and I am waiting for a response. I want to exhaust my administrative remedies. By the first of the month, I will ask Governor Childs office to help if we have not received the relief to which we are entitled. That includes providing adequate wiring to serve the area.

Since I am disabled, I cannot get moved back into my home (now my camper) as fast as I used to. However, as quick as I can, I will inform you as to the status of my service. However, for a full evaluation, I will have to have full service restored. I am not willing to pay until I am assured my service is indeed working. I am not sure how we can work this. However, replacing the worn out wires with new ones will go a long way toward easing my mind, as well as the minds of my co-complainants.

I can imagine what a Polk County Jury will say when they find out you are abusing people who not speak the English language very well, people who are eiderly and those who are ill and disabled, like myself, while still taking their money. One of your own people told me this Monday that "white" people were not treated this way. but that they got their phones fixed first. I have said this all along. I think this admitted practice should be stopped.

If you have any questions, do not hesitate to contact me.

Sincerely,



Calvin Willie Wood, JD

xc: PSC

Calvin Willie Wood, JD

Phone: (941)696-2858(Temp)

P.O. Box 6352

Valle Vista, FL 33655-6352

May 4, 1998

GTE Florida
PO Box 31122
Tampa, FL 33631 3122

Re: PSC Complaint No 199022 and Phone No. (941)696-9542

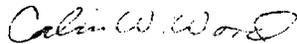
Gentlemen:

In compliance with the directions with Mr. Leonard Fullwood of the PSC, I am enclosing the full amount due for the above number.

If my problems are not fixed, I intend to contact Governor Chiles office for help upon the occurrence of further problems, either with my own phone or any of the eight neighbors who have joined me on the complaint.

If you have any questions, do not hesitate to contact me.

Sincerely,



Calvin Willie Wood, JD

cc: Mr. Leonard Fullwood, PSC
Mr. Ted Kaiser, GTE
Ms. Hendrix, GTE

Calvin Willie Wood, JD

Phone: (941)696-9542

P.O. Box 8352

Valrico, FL 33586-8352

May 21, 1998

Senator John Laurent, Dist. 66
250 N. Clark Avenue
Bartow, FL 33830

Attn: Ed Smith

Re: Problems with GTE and the PSC (nine complaints concerning this matter are with the PSC)
Phone number (941)696-9542 & PSC Complaint No. 199022

Dear Sir:

Per your request yesterday, I am sending some of the documentation with GTE and the PSC concerning my problem. There have been scores of phone calls to GTE, including conference calls in trying to resolve the problems.

Briefly, my problems started last May when lightening hit my lines. It took over two weeks to get a reconnection, and service was never properly restored. Disconnects and noisy lines were only part of the problem.

I am a totally and permanently disabled and get a little VA check. My neighbor Mr. Perry, who lives about 3/4 mile away, checks on me daily to see that I am ok as I live alone with no close neighbors. About last October, it became almost impossible for him to reach me. By about early December, he could not reach me. He always got a recording that my phone was disconnected. Much has been blamed on Mr. Perry's phone, but I have heard him invite GTE to come dial my number, but they knew it was not his phone and never came. Mr. Perry informs me he still cannot call me without getting the "disconnect" recording.

I filed a complaint with the PSC, demanding the constitutionally mandated agency hearing. It has never been held. Without notice and hearing, the PSC, by and through Mr. Leonard Fuiwood, made a decision that I would have to pay (not escrow as I had offered) the \$651 (my bill usually runs between \$100-200 per month) phone bill. I told him that if I paid, I would not get the service and would be out my money. However, I complied, and now I am out of my \$651 and phone service. As an act of retaliation, they have refused to restore my long distance service. Their computer tells they posted payment on May 9, 1998. I do not have long distance service as of the date of this letter.

The complaints of my neighbors have been mostly ignored, the PSC refusing to call five of the eight who joined my complaint. Some of them I have found out have had problems for nearly two years. Mr. Ted Kaiser, GTE Engineer, told me in two conversations on March 27, 1998, that the wiring was bad in my area, and they did not have enough "Pairs" to fix the problem. This has been confirmed by several workmen GTE sent out.

My phone was originally cut off by the Tornado on March 9, not because I owed the bill,

and was not restored by GTE in retaliation for my complaint to the PSC. I believe the tail (GTE) is wagging the dog (PSC). I have never gotten to give the PSC a full complaint and my explanation, because the PSC refuses to hold a hearing as is required by law. All nine of us people on Schaefer Lane has requested a hearing to get relief.

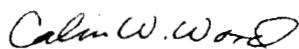
I have said from the beginning that the acts of GTE originate from discrimination. I have stated that specifically for the Schaefer Lane area the discrimination is based on race, (I am Native American and Hispanic), age and disability. Approximately 98% of the people here are one of the three. I qualify under age and race; others also qualify under two categories. I has told by GTE engineer Ted Kaiser that in the "white" subdivision at Saddle Bag Lake, about 2 miles away, GTE is spending over \$700,000 to correct problems there. In fact, one of the repairman said GTE fixed the "rich white peoples" problems quick. Neither GTE nor the PSC have ever denied my allegations of discrimination, raising the presumption that they are true. Like everyone else, they pick on the poor and those who cannot help themselves.

I talked to some people who had problems, and they told me Senator Laurent was good about solving their problems. Therefore I have not contacted Governor Chiles office. I am not asking for too much. I just want consistent phone service, which I have not had for over a year. My neighbors want the same. Since I was not able to live at my house because I never had a phone for almost 6 weeks, several lootings occurred, and I lost several thousands of dollars in personal property. I do not know if GTE can be made reimburse me for this or not. Two rooms of Ethan Allen furniture which disappeared in a van will cost about \$10,000 to replace. I was not always disabled and poor.

I would appreciate whatever help you can give me. I am at my wits end, and do not know where to turn. Before I was disabled, I could get around better, but now it is a real problem for me to address issues like this. You have this, my written permission, to have access to any and all PSC and GTE files under this complaint, and may get the same without further request.

If you have any questions, do not hesitate to contact me.

Sincerely,



Calvin Willie Wood, JD



TELEPHONE NUMBER 941 696-9542 970123

BILL DATE May 16, 1998

AGE 1 of 0

Helpful numbers

For billing estimates
800 483-3200

To order GTE services call
800 483-4200

Centro Hispano de GTE
800 PIDA GTE
800 743-2483

BILLING SUMMARY

BILL WOOD

Previous charges

Amount of last bill	\$ 651.87
Payment received. Thank you.	CR 651.87
Balance	\$.00

Current charges

Other non-regulated charges	\$ 19.95
Total current charges	\$ 19.95

Total amount due \$ 19.95

Please pay upon receipt

Billows
800-927-3000
Irving TX
75015-2212

- FINAL BILL -
 Full amount is due upon receipt.

Please see reverse side for additional information.

Detach and return this section with your check payable to GTE.

212*HBR1A1
00030607 5F0000257713
15-FL 3234
9416969542 19970123

TELEPHONE NUMBER 941 696-9542

Please pay in amount.

Total amount due \$ 19.95

Please pay upon receipt

It is our privilege to serve you.

FS0516:20.597.150375 1 AT 0.254 F 05/25/98
 BILL WOOD
 PO BOX 6352
 NALCREST FL 33856-6352

GTE Florida
 P.O. Box 31122
 Tampa, FL 33631-3122

15 3234 0654390037 08N00000000000 00000001995 09



TELEPHONE NUMBER 941 696-9542 970123

BILL DATE May 16, 1998

GTE.net
1-800-927-3000

COMMUNICATIONS SERVICES

Billing for GTE.net



The following charges appear on your GTE bill as a service to GTE.net. Direct your billing questions to the phone number in the yellow border of this page.

Billing for
1 696-9542

Billing for User: ydal
Charges through April 28, 1998

Charges and Credits	Amount
1 Monthly Internet Fee - Unlimited	\$ 19.95
Total	\$ 19.95

Total GTE.net Charges for April \$ 19.95

Total GTE.net Non-Regulated Services \$ 19.95

We appreciate your loyalty to GTE Internet.

6-4-98 - LPT Monday - To Call me Re Bill
 6-5-98 - Could not get anyone in office & was out all
 " Told me that GTE said my phone service was
 back on and from previous time April of this
 May 6. Told me to contact them.



TELEPHONE NUMBER 941 696-9542 970123

BILL DATE May 16, 1998

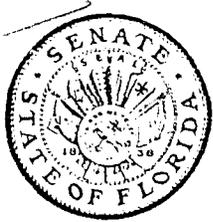
PAYMENTS

1 Payment of \$ 651.87 received on May 9.

Total payment(s) of \$ 651.87 received.

Total GTE charges

\$.00



THE FLORIDA SENATE

Tallahassee, Florida 32399-1100

SENATOR JOHN F. LAURENT

17th District

COMMITTEES:

Agriculture

Natural Resources

Transportation

Ways and Means,

Subcommittee A (General Government)

May 29, 1998

Mr. William D. Talbott
Executive Director
Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Dear Mr. Talbott:

I have recently received phone calls and correspondence from some of my constituents who live in the Schaefer Lane area of Nalcrest. My constituents concerns are in regards to complaints they have made in reference to their phone service. I have enclosed a copy of the correspondence that I received from a constituent named Calvin Wood.

I would certainly appreciate it if you would have your staff look into this matter and relay the Commission's response to my constituent's concerns.

Thank you for your time and consideration of this issue.

Sincerely,

A handwritten signature in cursive script, appearing to read "John Laurent".

John Laurent
State Senator, District 17

JL/es

cc: Mr. Calvin Wood

REPLY TO:

250 North Clark Avenue, Bartow, Florida 33830 (941) 519-7595

211 Senate Office Building, 404 South Monroe Street, Tallahassee, Florida 32399-1100 (850) 487-5044

THE FLORIDA SENATE
SENATOR JOHN F. LAURENT
17TH DISTRICT
211 SENATE OFFICE BUILDING
404 SOUTH MONROE STREET
TALLAHASSEE, FLORIDA 32399-1100

DA SENATE

Florida 32399-1100

COMMITTEES:

Agriculture

Natural Resources

Transportation

Ways and Means,

Subcommittee A (General Government)

9, 1998

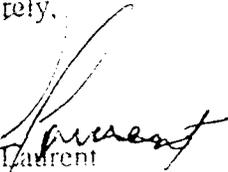
Mr. Calvin Wood
P.O. Box 6352
Nalcrest, FL 33856-6352

Correspondence from some of my constituents who
constituents concerns are in regards to complaints
re. I have enclosed a copy of the correspondence
Wood.

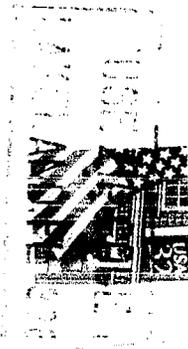
Have your staff look into this matter and relay the
concerns.

Thank you for this issue.

Very truly,
y,



John F. Laurent
Senator, District 17



REPLY TO:

250 North Clark Avenue, Bartow, Florida 33830 (941) 519-7595

211 Senate Office Building, 404 South Monroe Street, Tallahassee, Florida 32399-1100 (850) 487-5044

Calvin Willie Wood, JD

Phone: (941)696-9542

P.O. Box 6352

Nalcrest, FL 33850-6352

June 4, 1998

Senator John Laurent, Dist. 66
250 N. Clark Avenue
Bartow, FL 33830

L. D. ... @ 4PM?

Attn: Ed Smith

Re: Problems with GTE and the PSC (nine complaints concerning this matter are with the PSC)
Phone number (941)696-9542 & PSC Complaint No. 199022

Dear Sir:

This is to inform you that I have received a copy of your letter to the PSC regarding my problems. Thank you for assisting me.

Today, at 2:43 p m., I finished a call with Ms. Hunter, of GTE Customer Relations stating that within approximately one-half hour, my telephone would have the long distance blocks taken off and my long distance service would be restored. This will be the first time I have had long distance service from my house since March 9, 1998. Again, from the conversation, this was a direct response to your letter. Again, I thank you.

All that remains, so far as I know, is why I cannot receive most of my incoming long distance and many of my local calls, including calls from Mr. Perry who lives approximately 3/4 mile away.

Some of the neighbors said they were receiving some better quality in their phone service, and I believe this also in direct response to your letter. Again, on their behalf, thank you.

If you have any questions, do not hesitate to contact me.

Sincerely,

Calvin W. Wood

Calvin Willie Wood, JD

Calvin Willie Wood, JD

Phone: (941)696-9542

P.O. Box 6352

Naicrest, FL 33656-6352

June 5, 1998

GTE Billing
PO Box 1522-12
Irving, TX 75015-2212

Dear Billing Dept.:

I called today trying to get questions answered about my Internet service. It arose when I got my FINAL BILL from GTE, a termination which I did not order. I enclose copies of that bill's first page. I have not been able to get on or even make contact with the GTE Internet for sometime, even though I have tried to make contact and restore service from the time my service was restored. I thought this was just another part of GTE's non-service policy which it adopted toward me.

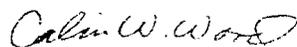
I enclose a copy of e-mail from Mary at GTE, in response to my inquiries. I feel the following are wrong, and ask they be corrected.

- A. That the time stating I was without GTE service is materially incorrect;
- B. That A. above denied me the free month of Internet service which was promised, without which I would have gone with another on-line service, and which is customarily given all new Internet customers by all providers;
- C. That I am forced to call to terminate a service on which termination has already taken place as evidenced by my final bill, and appears to be solely to take money for me for services I have not gotten, which I have found is routine in GTE transactions with me and my neighbors;

Therefore, I respectfully request that my Internet services be terminated effectively immediately, and retroactively to after my first month of free service

If you have any questions, do not hesitate to contact me.

Sincerely,



Calvin Willie Wood, JD
xc: PSC-Mr. Fullwood,
GTE-Ms. Hendrix, GTE, Ted Kaiser, Engineer,
J. Laurent

Calvin Willie Wood, JD

Phone: (941)696-9542

P.O. Box 6352

Nalcrest, FL 33856-6352

June 5, 1998

Senator John Laurent, Dist. 66
250 N. Clark Avenue
Bartow, FL 33830

Attn: Ed Smith

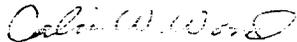
Re: Problems with GTE and the PSC (nine complaints concerning this matter are with the PSC)
Phone number (941)696-9542 & PSC Complaint No. 199022

Dear Sir:

For informational purposes only, I am sending the enclosed letter and exhibits to GTE. The problems are ongoing, time consuming, expensive aggravate my disability and I appreciate the help you have already given.

If you have any questions, do not hesitate to contact me.

Sincerely,



Calvin Willie Wood, JD

Calvin Willie Wood, JD

Phone: (941)696-9542

P.O. Box 6352

Naicrest, FL 33856-6352

June 5, 1998

GTE Billing
PO Box 1522-12
Irving, TX 75015-2212

Dear Billing Dept.:

I called today trying to get questions answered about my Internet service. It arose when I got my FINAL BILL from GTE, a termination which I did not order. I enclose copies of that bill's first page. I have not been able to get on or even make contact with the GTE Internet for sometime, even though I have tried to make contact and restore service from the time my service was restored. I thought this was just another part of GTE's non-service policy which it adopted toward me.

I enclose a copy of e-mail from Mary at GTE, in response to my inquiries. I feel the following are wrong, and ask they be corrected.

- A. That the time stating I was without GTE service is materially incorrect;
- B. That A. above denied me the free month of Internet service which was promised, without which I would have gone with another on-line service, and which is customarily given all new Internet customers by all providers;
- C. That I am forced to call to terminate a service on which termination has already taken place as evidenced by my final bill, and appears to be solely to take money for me for services I have not gotten, which I have found is routine in GTE transactions with me and my neighbors;

Therefore, I respectfully request that my Internet services be terminated effectively immediately, and retroactively to after my first month of free service

If you have any questions, do not hesitate to contact me.

Sincerely,

Calvin W. Wood

Calvin Willie Wood, JD
cc: PSC-Mr. Fullwood,
GTE-Ms. Hendrix, GTE, Ted Kaiser, Engineer,
J. Laurent

From: Mary Salerno <Mary.Salerno@ins.gte.com>
Received: from mx5.boston.juno.com (mx5.boston.juno.com [207.205.100.54])
by x9.boston.juno.com (8.8.6.Beta0/8.8.6.Beta0/2.0.kim) with ESMTP id IAAAA15980
for <groundsquirrel@juno.com>; Fri, 5 Jun 1998 08:31:08 -0400 (EDT)
Received: from normajeans.ins.gte.com (normajeans.ins.gte.com [209.84.13.21] (may be forged))
by mx5.boston.juno.com (8.8.6.Beta0/8.8.6.Beta0/2.0.kim) with ESMTP id IAAAA14142
for <groundsquirrel@juno.com>; Fri, 5 Jun 1998 08:31:07 -0400 (EDT)
Received: from dfwt03.ins.gte.com (dfwt03.ins.gte.com [206.124.66.249])
by normajeans.ins.gte.com (8.8.8/8.8.8) with ESMTP id KAA27636
for <groundsquirrel@juno.com>; Fri, 5 Jun 1998 10:34:40 -0500 (CDT)
Received: by dfwt03.ins.gte.com with Internet Mail Service (5.0.1458.49)
id <LMANGJF9>; Fri, 5 Jun 1998 07:33:34 -0500
Return-path: <Mary.Salerno@ins.gte.com>
To: groundsquirrel@juno.com
Date: Fri, 5 Jun 1998 07:33:33 -0500
Subject: GTE Internet Conversation, 06/05/98
Message-ID: <1E56E4A65FE6D1119383006097266E869325E9@dfwt03.ins.gte.com>
X-Status: Read
X-Mailer: Internet Mail Service (5.0.1458.49)

Dear Mr. Wood,

Per our conversation this morning, I have issued a courtesy credit to your account in the amount of 19.95. This credit will appear on your phone bill in one to two billing cycles and is based on my conversation with "Bill" at GTE Repair, who advised me that your phone service was out due to repair issues from 04/20-05/07 of this year.

Your internet account remains open at this time. As I advised you, if you wish to terminate the account, please contact our Account Resolution department at 800.927.3000, option 2, then option 2 again, between the hours of 10a.m. and 6p.m, Monday through Friday. Until the account is terminated, you will be responsible for the charges.

Thanks for calling GTE Internet, Mr. Wood.

Sincerely,

Mary

STATE OF FLORIDA

Commissioners:
JULIA L. JOHNSON, CHAIRMAN
J. TERRY DEASON
SUSAN F. CLARK
JOE GARCIA
E. LEON JACOBS, JR.



EXECUTIVE DIRECTOR
WILLIAM D. TALBOTT
(850) 413-6055

Public Service Commission

June 17, 1998

Mr. Calvin Willie Wood
P.O. Box 6352
Nalcrest, FL 33856

Re: FPSC Inquiry #1990221

Dear Mr. Wood:

This is in response to your concerns about your telephone service with GTE Florida Incorporated (GTE).

In your initial complaint to the Florida Public Service Commission (PSC) on December 30, 1997, you stated that you were having trouble receiving calls, because friends would call but your telephone would not ring. The following includes the documentation provided to the PSC by GTE since that time.

- On January 15, 1998, GTE responded to the PSC's inquiry stating that lightning had struck the line serving your home more than once and had determined that the cable needed to be replaced. GTE anticipated completion of the cable replacement within 30 days.
- On February 20, 1998, GTE submitted a second report. According to the documentation provided to the PSC, GTE repaired a section of drop wire that had rubbed against an oak tree and replaced a rusty connection at the splice connector. Also, GTE noted that it found a problem with your telephone equipment, and you agreed to replace it.
- A GTE engineer, Ted Kaiser, visited you on February 12, 1998. At that time, you suggested that he visit your neighbor, Mr. Perry, who had been trying to call you. Mr. Kaiser visited Mr. Perry and determined that Mr. Perry was dialing your number incorrectly. GTE issued a \$25 Service Performance Guarantee credit to you.
- On April 2, 1998, you faxed a letter to our Division of Consumer Affairs requesting an informal conference. Your request was not acted upon at that time, since your initial inquiry was still under investigation by the PSC.

Mr. Calvin Willie Wood

Page 2

June 17, 1998

- In response to your continued concerns regarding your problem receiving calls, the PSC received an additional report from GTE on April 17, 1998. This report indicated that cable splicing was completed on February 26, 1998, but due to a problem with the cable pairs, there was a delay in connecting your service to the new cable. On March 9, 1998, before that change could be made, your home was destroyed in a tornado. In order to provide you with telephone service, Mr. Jim Farmer of GTE asked you to contact him when you secured other living arrangements.
- On March 23, 1998, Mr. Farmer made a field visit and found that the private road to your residence was barricaded. On March 27, 1998, Ted Kaiser of GTE reached you at the number you had provided. At that time, you told him that your service was disconnected and that you would be renting a place in Highlands and, due to your heart condition, you would be needing telephone service at this location.
- On March 27, 1998, Sandy Henrichs, GTE Executive Assistant, advised you that your service was disconnected, not pertaining to repair issues, but for nonpayment of your GTE bill. Ms. Henrichs also reported that you told her you would not pay the bill until your repair issues were resolved. On April 17, 1998, Ms. Henrichs contacted you and offered to restore your service with toll blocks pending payment of the outstanding bill. Company records indicate that you declined to make payment arrangements. Then, on April 20, 1998, GTE reconnected your service pending the resolution of your complaint filed with the PSC.
- On April 23, 1998, you advised Mr. Lennie Fulwood of the PSC's Division of Communications that you would hold GTE responsible for the looting of your home.
- On May 4, 1998, in response to your request that you be allowed to pay the outstanding charges into an escrow account, Mr. Fulwood advised you that there was no escrow account available. At that time, you agreed to pay the balance in full the next day.
- On May 13, 1998, GTE personnel advised the PSC that you had paid the outstanding bill, and your long distance service would be restored.
- On May 28, 1998, Mr. Fulwood arranged to visit your residence and Mr. Perry's residence to perform tests of the telephone system.
- On May 29, 1998, Mr. Fulwood, along with GTE personnel, conducted line tests at your residence and Mr. Perry's residence. The lines tested satisfactorily at both residences. Mr. Fulwood conducted call completion tests from Mr. Perry's residence to your residence. Mr. Perry attempted to dial your number three times. He dialed the wrong number each time. Mr. Fulwood then completed the call list. Each call was completed as dialed.

Mr. Calvin Willie Wood
Page 3
June 17, 1998

- On June 3, 1998, Mr. Fulwood informed GTE that your long distance service had not been restored. GTE acknowledged that it had failed to remove the toll block and that it would be removed that day.
- On June 15, 1998, you confirmed that your long distance service had been restored.

While I can appreciate your concern regarding problems receiving calls, it appears that GTE has taken all reasonable actions to ensure that you have received reliable service. Both GTE personnel and PSC personnel have observed Mr. Perry dialing your number incorrectly. Subsequent test calls made from Mr. Perry's home were completed with no problem.

PSC Rule 25-4.113(1), Florida Administrative Code, states, in part:

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:

(f) 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.

In its April 17, 1998, report to the PSC, GTE said that you had not made a payment since February, and the payment that you did make had been applied to the outstanding balance from your December bill. From this, it appears that GTE has complied with PSC rules in the handling of your account.

Thank you for allowing us the opportunity to review your complaint. If you would like to pursue this matter further, you may request an informal conference. To do so, please make your request in writing within 30 days from the date of this letter and address it to the following:

*Ms. Beverlee S. DeMello, Director
Division of Consumer Affairs
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850*

Mr. Calvin Willie Wood
Page 4
June 17, 1998

Again, thank you for the opportunity to address your concerns. If you have any questions, please let us know.

Sincerely,



William D. Talbott
Executive Director

c: Senator John F. Laurent
250 North Clark Avenue
Bartow, FL 33830

Ms. Beverlee S. DeMello, Director
Division of Consumer Affairs

Mr. Walter D'Haeseleer, Director
Director of Communications

OFFICER OF TRIBAL ADMINISTRATION
COORDINATION PROGRAM SERVICES
PERSONNEL SERVICES
PROGRAM DEVELOPMENT
LEGISLATIVE AFFAIRS
TRIBAL CEREMONIAL OFFICE
COUNCIL



OFFICERS
CHIEF WILLIAM "RATTLESNAKE" JACKSON
Principal Chief
MICHAEL "BLACK HAWK" WILLEFORD
Principal Vice Chief
DAVID "WINDWALKER" WILLEFORD
Orator
JAMES WALKS WITH OLD ONES
O'LOUGHLIN, SR
Medicine Man
WILLIAM R. ROBERTSON III
Council
CALVIN GROUND SQUIRREL WOOD
Business Agent

AMERICAN CHEROKEE CONFEDERACY

NATIONAL TRIBAL OFFICE
619 Pine Cone Road
Albany, GA 31705-6906
Phone (912) 787-5722

ie 29, 1998

Ms. Beverlee S. DeMello, Director
Florida PSC-Div. Consumer Affairs
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Mr. Chief Calvin "Ground Squirrel" Wood
PO Box 6552
Nalcrest, FL 33856-6352

Re: Complaint No. 1990221 - Calvin "Bill" Wood

Dear Ms. DeMello:

I have received the finding of Mr. William D. Talbott, Executive Director. After all the work done, my neighbor, Mr. Perry, who lives about 3/4 mile away from my house, tells me he still cannot reach me by phone upon almost all occasions he tries. He also wants me to let you know he felt insulted by GTE and that he is not a feeble old fool like he believes the GTE people tried to make him look when they came by his house testing his line. He also wants you to know he can dial the telephone as well as anyone, does so regularly, including foreign calls and still cannot get me. I believe him. I do know that if either GTE or the PSC tried to reach me, my phone did not ring during the time period I believe they were at Mr. Perry's.

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.

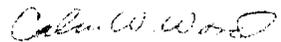
I further request that I be sent a copy of the regulations which the PSC uses to regulate GTE so I may form a formal response to the Findings of Mr. Talbot.

My complaints go back to about May, 1997, and I believe I am due a sizable refund for GTE's failure to provide minimal service.

I further ask for a 20 day extension in order to formally reply to the above findings.

If you have any questions, please do not hesitate to call.

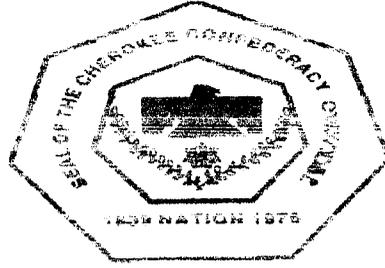
Sincerely,

A handwritten signature in cursive script that reads "Calvin W. Wood".

Calvin "Ground Squirrel" Wood

xc: Ms. Hunter - GTE
Senator John F. Laurent
250 North Clark Avenue
Bartow, FL 33830

OFFICE OF TRIBAL ADMINISTRATION
COORDINATION PROGRAM SERVICES
PERSONNEL SERVICES
PROGRAM DEVELOPMENT
LEGISLATIVE AFFAIRS
TRIBAL CEREMONIAL OFFICE
COUNCIL



OFFICERS
CHIEF WILLIAM "RATTLESNAKE" JACKSON
Principal Chief
MICHAEL "BLACK HAWK" WILLEFORD
Principal Vice Chief
DAVID "WINDWALKER" WILLEFORD
Orator
JAMES WALKS WITH OLD GREE
O'LOUGHLIN, SR.
Medicine Man
WILLIAM R. ROBERTSON III
Council
CALVIN GROUND SQUIRREL WOOD
Business Agent

AMERICAN CHEROKEE CONFEDERACY

NATIONAL TRIBAL OFFICE
619 Pine Cone Road
Albany, GA 31705-6906
Phone (912) 787-5722

ie 30, 1998

GTE
Attn: Ms. Hunter
POB 31122
Tampa, FL 33631-3122

m: Chief Calvin "Ground Squirrel" Wood
Box 6352
Forest, FL 33856-6352

Re: (941)696-9542

Attn: Ms. Hunter

Dear Ms. Hunter:

Per our conversation today, I am paying the amount of \$207.57 under protest. I believe the correct amount should be \$110.73. I will address the balance at fourth coming hearing at the PSC. If you have any further questions, do not hesitate to call me.

Sincerely,

Calvin W. Wood

Calvin Willie Wood, JD

tel: (904) 396-9542

Box 6352

Tallahassee, FL 32306-8352

July 3, 1998

Florida Public Service Commission

Capital Circle Office Center
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Complaint No. 199022

Attn: William D. Talbott, Executive Director

Dear Sir:

Yesterday I was talking to a GTE Customer Service Representative. She said that at the same time I was asking the PSC if I could escrow payment, the PSC was directing them to cut off my telephone service if I did not pay.

Please tell me (a) who was that PSC employee who was advising GTE at the same time I was asking them for a ruling, (b) did that PSC employee know of my inquiry as to whether I could escrow payment of my bill, (c) if not, why not, and (d) since I was having the problem, why was I not concurrently advised?

The issue was never the payment of the bill, but the inferior service I was and still am getting from GTE. I am much troubled that both GTE and I would ask the PSC for a ruling, and GTE would get one weeks ahead of mine, to my detriment. Please advise me.

If you have any questions, do not hesitate to contact me.

Sincerely,



Calvin Willie Wood, JD

cc: Ms. Beverlee S. DeMello
Ms. Hendrix - GTE Customer Service
Senator John F. Laurent

STATE OF FLORIDA

Commissioners:
JULIA L. JOHNSON, CHAIRMAN
J. TERRY DEASON
SUSAN F. CLARK
JOE GARCIA
F. LEON JACOBS, JR.



DIVISION OF CONSUMER AFFAIRS
BEVERLEE DEMELLO
DIRECTOR
(850) 413-6100
TOLL FREE 1-800-342-3552

Public Service Commission

July 20, 1998

Mr. Bill Wood
P. O. Box 6352
Nalcrest, FL 33856

Dear Mr. Wood:

This is to inform you that the Florida Public Service Commission (PSC) received your letter dated July 3, 1998, requesting an informal conference against GTE Florida Incorporated (GTE). Your case has been assigned to Mr. John Plescow, who will be contacting you in the near future to discuss your case.

If you have any questions, please contact him at 1-800-342-3552, or if you wish, at his direct line 1-850-413-6115.

Sincerely,

A handwritten signature in cursive script, appearing to read "Leroy A. Rasberry".

Leroy A. Rasberry, Chief
Bureau of Complaint Resolution
Division of Consumer Affairs

LAR:ewe

c: GTE Florida Incorporated

Calvin Willie Wood

Phone: (941)696-9542

Page 1

P.O. Box 6352

Nalcrest, FL 33856-6352

July 24, 1998

Mr. John Plescow
Public Service Commission
Division of Consumer Affairs
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-8153

Re: Complaint No. 1990221

Dear Sir:

I have tried to reach you several times but all lines were busy. I will try to fax. The PSC notified me that you had been assigned to the case. Welcome aboard.

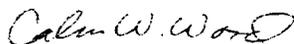
I will cooperate with GTE to the extent possible, and as I always have. They can call me at their convenience. My main concern is getting my incoming phone calls on a regular basis.

I am waiting for the PSC for two items. One is the regulations used with GTE. The other is to find out who was advising GTE to cut my phone off when I had reached an agreement with booking that it would be left on until the problems with my line was fixed. At the same time I was asking the PSC if I could escrow the money, and if the PSC was advising GTE, I should have been advised concurrently. The PSC has not granted these two requests, and I personally will not be able to respond at an informal conference until I get these two items. Money for payment of the bill has never been a problem.

Another thing I will need will be a complaint history for my line, either from the PSC, or from GTE, so I can check my own notes and compare. If you can assist me in getting the above items, I will be ready for the informal conference quicker.

I look to meeting and working with you and GTE on this matter. If you have any questions, do not hesitate to contact me.

Sincerely,



Calvin Willie Wood

Calvin Willie Wood, JD

Phone: (941)696-9542

P.O. Box 6352

Nalcrest, FL 33856-6352

August 18, 1998

Mr. John Plescow
Capital Office Center
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Florida Public Service Commission GTE
2540 Shumard Oak Boulevard POB 31122
Tallahassee, FL 32399-8153 Tampa FL 3363-0850

Re: Complaint No. 199022

Dear Sir:

I take great pleasure in announcing that Schaefer Lane in Lake Wales has been drug, kicking and screaming, into the electronic age. Last Thursday, August 6, 1998, William Perry, my neighbor from 3/4 mile away called me from his house for the first time in months, an accomplishment equivalent to that of Alexander Graham Bell. I am sure I will never know what was wrong, but I am proud of you GTE. Bill Perry is also proud of the second phone he has gotten. He said they are getting better all the time but do you have one that will talk to him?

However, I still believe that the "informal hearing" should take place and so request. I am still waiting for the PSC to send me a copy of the regulations that I requested, and to find out who permitted GTE to cut my phone off, without answering my inquiry as to whether I could escrow the money due, thus letting GTE cut off my phone after months of inadequate service. This kind of mixup should be avoided in the future.

I am also waiting on GTE to send me a copy of their records on my repair history from April 1997 to date. Only today, two trucks with men who said they represented GTE came inspecting the line to my house. They told me that the wiring to my house was put in wrong and would have to be corrected. What do I know? I am not sure whether I am getting all my incoming calls or not. Most of the people I did business with quit calling after finding my phone contineously "disconnected".

With this in mind, I request a prompt meeting. I am sorry that GTE has shown so little good faith in handling my problems making a hearing necessary. Most frustrating is the only communication has been the denial of any problem. Surely, they realize the chance of the problem escalating if they do not settle with me one on one, which they refuse to do. They know how small I am and that they can squash this old Indian man like a fly. The good people out here are evidence of what they have done to the minorities, the elderly and disabled on Schaefer Lane.

Sincerely,

Calvin W. Wood

Calvin Willie Wood, JD

cc: Senator John Laurent

STATE OF FLORIDA

Commissioners:
RUTH L. JOHNSON, CHAIRMAN
J. TERRY DEASON
SUSAN F. CLARK
JOE GARCIA
E. LEON JACOBS, JR.



DIVISION OF CONSUMER AFFAIRS
BEVERLEE DEMELLO
DIRECTOR
(850) 413-6100
TOLL FREE 1-800-342-3552

Public Service Commission

SETTLEMENT AGREEMENT

Complaint Number: 199022 I

By signing the following statement, the parties agree that a satisfactory resolution of the complaint has been reached and understand that the settlement is binding on both parties and that the parties waive any right to further review or action by the Commission.

SEE ATTACHED Agreement

Signed and Tendered Only without Waiver of Rights,
of any kind. CWW

Bill Wood
Customer

9/19/98
Date

Dulora B. Harpoot
GTE REPRESENTATIVE

8/24/98
Date

Regional Administrator -
Regulatory

SETTLEMENT AGREEMENT

Complaint Number 1990221

By signing the following statement, the parties agree that a satisfactory resolution of the above-cited Florida Public Service Commission Complaint has been reached and understand that the settlement is binding on both parties and that the parties waive any rights they might otherwise have to further review or action by the Florida Public Service Commission or any court.

A compromise adjustment of \$25.00 (which is equal to one month's local service credit) is hereby acknowledged and will appear on the customer's next bill issued after execution of this Settlement Agreement. Issuance of this compromise adjustment is not to be construed as an admission of liability or fault by GTE Florida, Incorporated, or to be cited as a precedent in any future cases before this Commission.

Calvin Willie Wood, JD

Phone: (941)696-9542

P.O. Box 6352

Valrico, FL 33856-6352

September 17, 1998

Mr. John Plescow, Consumer Affairs analyst
Florida Public Service Commission
Division of Consumer Affairs
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Complaint No. 1990221

Dear Mr. Plescow:

Enclosed please find my copy of the dismissal of my complaint. The release goes far beyond the scope of the complaint, so I have signed it "without wavier of rights". I am not willing to waive ANY rights with GTE. As both you and GTE know some of ^{MS} have been considering a class action for GTE's failure to provide "plain old 'phone service", including contributing to the looting of my house after the March 9, 1998 tornado, and this release would prevent that. I ask you to forward this to GTE for their initials by mine on the addendum.

Otherwise, I ask again for a hearing on this matter. I feel that my rights to due process has violated the Florida Administrative Procedure portion of the Code. Unless I finish my administrative appeals, I feel I may lose rights by going directly to court. Additionally there is evidence that GTE has been given preference in rulings over me, which got my phone disconnected. While I hope none of these matters need to be pursued, I demand I be allowed to protect my rights.

If you have any questions, do not hesitate to contact me.

Sincerely,

Calvin W. Wood

Calvin Willie Wood, JD



GTE Service Corporation

One Tampa City Center
Post Office Box 110, FLTC0616
Tampa, Florida 33601-0110

Debby B. Kampert
Specialist - Regulatory & Gov't Affairs (FL)

January 12, 1999

Mr. Calvin Willie Wood
P.O. Box 6352
Nalcrest, FL 33856-6352

Dear Mr. Wood:

Enclosed please find a "Revised" Settlement Agreement relating to the case number 1990221 open with the Consumer Affairs Division of the Florida Public Service Commission.

It is our priority to provide excellent customer service and I regret that this matter has taken so long to resolve. You will note that the revised agreement attached, makes it clear the settlement is specific to the open case only and this does not prohibit you, Mr. Wood, from asking the FPSC to intervene in the future on any other issue or matter.

Please review and fax a signed copy or comments back to me at 813-227-9661.

Mr. Wood, I apologize and regret any inconvenience you have experienced. We value you as a customer and will continue striving to provide you with the best telecommunications services possible.

Should you have any other questions regarding your bill or service, please contact the appropriate office. Telephone numbers for the GTE offices are located in the front of your directory.

Sincerely,

A handwritten signature in cursive script that reads "Debby B. Kampert".

Debby B. Kampert

SETTLEMENT AGREEMENT

Complaint Number 1990221

By signing the following statement, the parties agree that a satisfactory resolution of complaint number 1900221 has been reached and understand that the settlement is binding on both parties and that the parties release each other from liability regarding **this specific complaint** and waive any right to further review or action by the Commission regarding this specific complaint.

A compromise adjustment of \$25.00 (which is equal to one month's local service credit) is hereby acknowledged and will appear on the customer's next bill issued after completion of the settlement agreement. Issuance of this compromise adjustment is not to be construed as an admission of liability or fault by GTE Florida, Incorporated.

Customer

Date

Debby Kampert

Company Representative

1/12/99

Date

Debby Kampert
Specialist - Regulatory Affairs
GTE Service Corp.

LOCAL SERVICE PROVIDER

Company Name: GTE

Phone/Circuit# 0

Date: 4-21 Time: 9:00 AM/PM

Technician: _____

SORRY WE MISSED YOU

- We were here to complete your service request.**
- Telephone service has been connected. If any additional service activity is necessary, please call your Local Service Provider business office.
 - Telephone service has NOT been completed.
 - Reason: _____

Please call your Local Service Provider to arrange a convenient time for a technician to return.

- We were here to repair a service problem.**
- Detected by our test equipment.
 - Reported to repair service.
- Problem corrected.**
- Access is necessary** and/or trouble has been isolated to your inside wiring/equipment.

Please call your Local Service Provider to arrange a convenient time for a technician to return.

Comments: _____



GTE Service Corporation

One Tampa City Center
Post Office Box 110, FLTC0616
Tampa, Florida 33601-0110

Debby B. Kampert
Specialist - Regulatory & Gov't Affairs (FL)

April 30, 1999

Mr. Calvin Willie Wood
P.O. Box 6352
Nalcrest, FL 33856-6352

Enclosed please find a "Revised" Settlement Agreement relating

Dear Mr. Wood:

In an effort to resolve and close your open inquiry prior to the telephone informal conference schedule for May 12, I am offering a proposed settlement.

Please keep in mind, the following credits have already been provided:

1. \$25.00 Performance Guarantee appeared on your February 1998 bill
2. \$25.00 local service adjustment appeared on your March 1998 bill
3. The Set-up charges were waived (approximately \$55.00) for the installation of your second line that was installed in April 1998.

As my settlement proposal, I offer a \$25.00 credit to both of your accounts, which would total another \$50.00 in credit.

Our records do not show any trouble reports since February 1999. In addition, your payments to your accounts are up to date and there are no notations on either account to indicate any billing disputes.

Mr. Wood, it is our priority to provide excellent customer service and I regret that this matter has taken so long to resolve. I apologize for any inconvenience you may have experienced. You will note that the revised agreement attached, makes it clear the settlement is specific to the open case only and this does not prohibit you, Mr. Wood, from asking the FPSC to intervene in the future on any other issue or matter.

Please review and fax a signed copy or comments back to me at 813-227-9661.

Sincerely,

Debby B. Kampert



THE FLORIDA SENATE

Tallahassee, Florida 32399-1100

SENATOR JOHN F. LAURENT
17th District

COMMITTEES:
Agriculture
Natural Resources
Transportation
Ways and Means,
Subcommittee A (General Government)

May 29, 1998

Mr. William D. Talbott
Executive Director
Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Dear Mr. Talbott:

I have recently received phone calls and correspondence from some of my constituents who live in the Schaefer Lane area of Nalcrest. My constituents concerns are in regards to complaints they have made in reference to their phone service. I have enclosed a copy of the correspondence that I received from a constituent named Calvin Wood.

I would certainly appreciate it if you would have your staff look into this matter and relay the Commission's response to my constituent's concerns.

Thank you for your time and consideration of this issue.

Sincerely,

A handwritten signature in cursive script, appearing to read "John Laurent".

John Laurent
State Senator, District 17

JL/es

cc: Mr. Calvin Wood

REPLY TO:

- 250 North Clark Avenue, Bartow, Florida 33830 (941) 519-7595
- 211 Senate Office Building, 404 South Monroe Street, Tallahassee, Florida 32399-1100 (850) 487-5044

Calvin Willie "Bill" Wood, J.D.

Page 2

June 8, 1999

I agreed with you that the PSC has been in communication with GTE for a long time. We started this process with GTE and you on December 30, 1997, when you filed your complaint. We try to resolve all complaints to the customer's satisfaction.

Since your complaint was not resolved during the informal conference, you will also have the opportunity to participate in an agenda conference in Tallahassee, Florida, in person or by telephone. However, you will be provided with additional information regarding this concern when a recommendation is filed in this case.

If you have any questions, please give me a call at our toll-free telephone number 1-800-342-3552 or at my direct line 1-850-413-6125.

Sincerely,

A handwritten signature in cursive script, appearing to read "Shirley Ann Stokes".

Shirley Ann Stokes
Regulatory Supervisor/Consultant

SAS:sas

c: GTE Florida, Inc. (Request No. 1990221)

C. W. Wood

Email: bill.wood2@worldnet.att.net

10577 Schaefer Lane
Lake Wales, FL 33853

Cherokee Quality...Cherokee Pride

Phone: (941)696-9542
Fax: (941)696-8914

June 15, 1999

Ms. Shirley Ann Stokes
Capital Circle Office Center
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

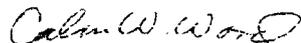
Re: Your Letter of May 26, 1999 - Supplemental

Dear Ms. Stokes:

In addition to the information I asked for in my June 8, 1999 letter, I request disclosure of all ex parte meetings between the PSC and GTE, with copies of notes, tapes, etc if available. Needless to say, I feel at a disadvantage with what had to be a large amount of ex parte communications.

If you have any questions, do not hesitate to call me.

Sincerely,



C. W. "Bill" Wood, J. D.

XC: Deborah Kampert



GTE SERVICE CORPORATION

One Tampa City Center
201 North Franklin Street (33602)
Post Office Box 110, FLTC0007
Tampa, Florida 33601-0110
813-483-2606
813-204-8870 (Facsimile)

Marceil Morrell*
Assistant Vice President &-
Associate General Counsel-East Area

Anthony P. Gillman*
Assistant General Counsel

Florida Region Counsel**
Kimberly Caswell
M. Eric Edgington
Ernesto Mayor, Jr.
Elizabeth Biemer Sanchez

* Certified in Florida as Authorized House Counsel
** Licensed in Florida

Ms. Ann Cole, Clerk
State of Florida
Division of Administrative Hearings
The DeSoto Building
1230 Apalachee Parkway
Tallahassee, FL 32399-3060

September 7, 1999

Re: Calvin "Bill" Wood v. GTE Florida Incorporated
DOAH Case No. 99-3595, 990861-TL

Dear Ms. Cole:

Please find enclosed the original and one copy of a Joint Response to Initial Order for filing in the above matter. Copies have been provided to the parties of record. If there are any questions regarding this matter, please contact me at (813) 483-2617.

Sincerely,

KC Kimberly Caswell

KC:tas
Enclosures

c: Donna Clemons, Florida Public Service Commission (w/e)
Debby B. Kampert, GTE Florida Incorporated (w/e)
Calvin "Bill" Wood (w/e)

SETTLEMENT AGREEMENT

Complaint Number 1990221

By signing the following statement, the parties agree that a satisfactory resolution of complaint number 1900221 has been reached and understand that the settlement is binding on both parties and that the parties release each other from liability regarding **this specific complaint** and waive any right to further review or action by the Commission regarding **this specific complaint**.

A compromise adjustment of \$25.00 (which is equal to one month's local service credit) is hereby acknowledged and will appear on the next bill issued for 941-696-9542 and 941-696-8914 after completion of the settlement agreement. Total adjustment is equal to \$50.00. Issuance of this compromise adjustment is not to be construed as an admission of liability or fault by GTE Florida, Incorporated.

Customer

Date

Debby Kampert
Company Representative

4-30-97
Date

Debby Kampert
Specialist - Regulatory Affairs
GTE Service Corp.



FACSIMILE
TRANSMITTAL
COVER SHEET

REGULATORY AND
INDUSTRY AFFAIRS (FL)

DATE: 4/30

TO: Shirley STOKES

LOCATION: _____

TEL. NO.: _____

FAX. NO.: 1-850-413-6126

FROM: Debby Kampert

LOCATION: Tampa, FL -- MC FLTCO616

TEL. NO.: 813/483-2531 or 813/483-2522

FAX.: 813/227-9661

MESSAGE: FBI

NUMBER OF PAGES
INCLUDING THIS PAGE: 3

SETTLEMENT AGREEMENT

Complaint Number 1990221

By signing the following statement, the parties agree that a satisfactory resolution of complaint number 1900221 has been reached and understand that the settlement is binding on both parties and that the parties release each other from liability regarding this specific complaint and waive any right to further review or action by the Commission regarding this specific complaint.

A compromise adjustment of \$25.00 (which is equal to one month's local service credit) is hereby acknowledged and will appear on the next bill issued for 941-696-9547 and 941-696-8914 after completion of the settlement agreement. Total adjustment is equal to \$50.00. Issuance of this compromise adjustment is not to be construed as an admission of liability or fault by GTE Florida, Incorporated.

Customer _____ Date _____

Debby Kamper
Company Representative _____

4-30-99
Date _____

Debby Kamper
Specialist - Regulatory Affairs
GTE Service Corp.

STATE OF FLORIDA

Commissioners:
JOE GARCIA, CHAIRMAN
J. TERRY DEASON
SUSAN F. CLARK
JULIA L. JOHNSON
E. LEON JACOBS, JR.



DIVISION OF CONSUMER AFFAIRS
BEVERLEE DEMELLO
DIRECTOR
(850) 413-6100
TOLL FREE 1-800-342-3552

Public Service Commission

May 20, 1999

Calvin "Bill" Willie Wood, JD
P.O. Box 6352
Nalcrest, FL 33856

Dear Mr. Wood:

Thank you for your participation during the informal conference on May 12, 1999, regarding your complaint against GTE Florida, Inc. (GTE).

As you requested, I have enclosed copies of GTE's post-conference reports. If you would like to respond to the information, please provide your written comments to me before May 31, 1999. My fax telephone number is 1-850-413-6126, and my E-mail address is [sstokes@psc.state.fl.us](mailto:ssokes@psc.state.fl.us).

If you have any questions, please give me a call at our toll-free telephone number 1-800-342-3552 or at my direct line 1-850-413-6125.

Sincerely,

A handwritten signature in cursive script that reads "Shirley Ann Stokes".

Shirley Ann Stokes
Regulatory Supervisor/Consultant

SAS:sas

Enclosures

DEBORAH @ SMTP {deborah.kampert@telops.gte.com}
Mirley Stokes
Subject: Mr. Wood

-----NOTE-----5/19/99--4:07pm-----
DEBBY @ SMTP ("debby") {debby%RGA.INDAF%FLTPA@telops.gte.com}

Return-Path: <deborah.kampert@telops.gte.com>
Received: from gtedstpa.bdi.gte.com (192.76.82.65)
by mail.psc.state.fl.us (Connect2-SMTP 4.30A.1000128)
for <sstokes@psc.state.fl.us>; Wed, 19 May 1999 16:09:45 -0400
Received: from spenser.tel.gte.com by gtedstpa.bdi.gte.com with SMTP id QAA28564
(GTE Telephone Operations SMTP Gateway 4.2 for <sstokes@psc.state.fl.us>);
Wed, 19 May 1999 16:09:48 -0400
Received: from flhttpstc006.tmtrfl.tel.gte.com (flhttpstc006.tmtrfl.tel.gte.com
36.151.210.133])
by spenser.tel.gte.com (8.8.5/8.8.5) with SMTP id QAA02119
for <sstokes@psc.state.fl.us>; Wed, 19 May 1999 16:09:47 -0400 (EDT)
Received: by flhttpstc006.tmtrfl.tel.gte.com with VINES-ISMTTP; Wed, 19 May 99
16:09:43 -0400
Date: Wed, 19 May 99 16:07:01 -0400
Message-Id: <vines.K018+ablErA@flhttpstc006.tmtrfl.tel.gte.com>
Priority: 3 (Normal)
To: <sstokes@psc.state.fl.us>
From: "debby" <debby%RGA.INDAF%FLTPA@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
Incognito-Sn: 560
Incognito-Version: 4.11.23
Name-Version: 1.0
Content-Type: text/plain; charset=us-ascii

Mirley:

Was Mr. Wood billed reconnect charges when service was installed in
April 98 to number 941-696-9542?

No, the Installation charges were waived .

When was service order complete when service was restored in April 98
to number 941-696-9542?

Order was completed April 20, 1998

Was Mr. Wood billed installation charges when service was installed on
the second line in September 98 to number 941-696-8914?

Yes, customer was billed the \$55.00 Non recurring charges.

Debby Kampert

DEBORAH @ SMTP {deborah.kampert@telops.gte.com}
Annie Fulwood
Subject: Trouble reports

=NOTE=====5/19/99==2:45pm=====

From: DEBBY @ SMTP ("debby") {debby%RGA.INDAF%FLTPA@telops.gte.com}, Shirley S
.....
Return-Path: <deborah.kampert@telops.gte.com>
Received: from internet.irngtx.tel.gte.com (192.76.80.65)
by mail.psc.state.fl.us (Connect2-SMTP 4.30A.1000128);
Wed, 19 May 1999 14:44:55 -0400
Received: by telops.bdi.gte.com id AA10208
(GTE Telephone Operations SMTP Gateway 3.0); Wed, 19 May 1999 14:44:58 -0400
Received: by telops.bdi.gte.com (Internal Mail Agent-2);
Wed, 19 May 1999 14:44:58 -0400
Received: by telops.bdi.gte.com (Internal Mail Agent-1);
Wed, 19 May 1999 14:44:58 -0400
Date: Wed, 19 May 99 14:45:02 -0400
Message-Id: <vines.K018+i0kErA@flhttpstc006.tmrfl.tel.gte.com>
-Priority: 3 (Normal)
To: <lfulwood@psc.state.fl.us>
<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: Trouble reports
-Incognito-Sn: 560
-Incognito-Version: 4.11.23
Time-Version: 1.0
Content-Type: text/plain; charset=us-ascii

annie:

I am overnighting to you the trouble reports- history for Mr. Wood.
You will get it tomorrow.

Once you review, if we still need to get an expert at reading the reports
on the line - we can do that.

debby



**FACSIMILE
TRANSMITTAL
COVER SHEET**

**REGULATORY AND
INDUSTRY AFFAIRS (FL)**

DATE: 5/19

TO: Shirley Stokes

LOCATION: _____

TEL. NO.: _____

FAX. NO.: 850-413-6126

FROM: Debby Kampert

LOCATION: Tampa, FL -- MC FLTC0616

TEL. NO.: 813/483-2531 or 813/483-2522

FAX: 813/227-9661

MESSAGE: More to come shortly

NUMBER OF PAGES
INCLUDING THIS PAGE:

3

Re: Bill Wood, Case 1990221

Supplemental 05/19/99

A late notice was processed on March 13, 1998 and sent to Mr. Wood. The late notice was separate from the regular bill and reflected the PAST DUE amount of \$257.27. The notice advised the customer these past due charges must be paid by March 25, 1998 in order to prevent disconnection.

Past Due	\$257.27
March Current bill	\$262.48
Total due	\$494.75

Mr. Wood was disconnected for the past due charges not current March bill.

Payment was not made on March 25; therefore service was disconnected at the end of the day on March 25, 1998.

See chart attached to see how the charges accumulated to the \$257.27.

Bill Wood 941-696-9542

MONTH	Bill Amount	GTE Regulated	ATT Regulated	Non Regulated	Payments/ adj	Balance DUE
October 1997	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
January 1998	164.42	38.85	107.93	1.97 GTE 15.67 other	128.37 payment	256.18
February 1998	94.61	27.16 (25.00) SPG	91.45	1.00 GTE	91.74 payment (1.78) COS adj	257.27
March 1998	262.48	28.86	192.30	1.42 GTE 39.90 GTENET	no payment (25.00) adj/ local service	494.75
April 1998	169.29	17.52	132.15	(.33) adj 19.95 GTE NET	no payment	664.04
Current balances		87.39	523.83	79.58	(26.78)	664.04

Service Out complete 04/04/98

C. W. Wood

Email: bill.wood2@worldnet.att.net

10577 Schaefer Lane
Lake Wales, FL 33853

Cherokee Quality...Cherokee Pride

Phone: (941)696-9542
Fax: (941)696-8914

June 8, 1999

Ms. Shirley Ann Stokes
Capital Circle Office Center
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Your Faxed Letter of June 8, 1999

Dear Ms. Stokes:

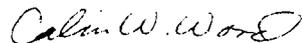
Thank you for the above faxed letter. I am sure you have enough documents to proceed in the matter. **However, I submit that complete records should be submitted. This is because so far as I am concerned, the issue is how many \$25.00 telephone credits I am due. And even GTE has admitted at least \$25.00 is due.** And I ask again that GTE submit complete records or tell us they have no more records. This includes any notes of ex parte conversations, etc with the PSC. I further request the files of the PSC relating to matters discussed or documents exchanged during these ex parte meetings. I think ex parte transactions are as bad in agency hearings as in court cases.

Further, I request that no more ex parte transactions take place and that I be allowed to participate in all transactions..

Further, and I mean no personal offense. I request you recuse yourself from this case because of those ex parte hearings. I believe under Florida Agency rules, you have acted improperly and I wish to protect my interest as they may appear.

If you have any questions, do not hesitate to call me.

Sincerely,



C. W. "Bill" Wood, J. D.

XC: Deborah Kampert

STATE OF FLORIDA

Commissioners
JIM HARRIS, CHAIRMAN
J. TERRY DEASON
SUSAN F. CLARK
FRANK J. PINSON
L. LION LAPOINTE



DIVISION OF CONSUMER AFFAIRS
BEVERLY L. DEMELLO
DIRECTOR
(800) 413-6100
TOLL FREE 1-800-342-3552

Public Service Commission

July 1999

FAX AND REGULAR MAIL

Cable Walter "Bill" Wood, J.D.
14477 Schaefer Lane
Lake Wales, FL 33853

Dear Mr. Wood:

Thank you for your June 8, 1999, letter regarding your complaint against GTE Florida, Inc. (GTE). I have noted that a copy of your letter was sent to GTE.

You acknowledged receipt of my May 26, 1999, letter. You also advised me of your meeting with GTE. Additionally, you stated that since your service trouble began in May 1997 and GTE's report started in January 1998, you don't believe that GTE provided the Public Service Commission (PSC) with all of its records. Therefore, you want GTE to provide its 1997 reports to the PSC with copies to you. After that, you wanted "reasonable" time to complete your 1998 reports.

Although your file indicates your information on the service trouble started in May 1997 and GTE provided the PSC with copies of its service trouble reports from May 1, 1997, you filed a complaint with the PSC on December 10, 1997. The complaint (PSC File # 97-0001) to the PSC's Division of Consumer Affairs was received on January 19, 1998.

Along with my May 26, 1999, letter to you, I sent you a copy of your complaint file in its entirety. GTE's summary trouble report was included with that file, showing a beginning date of May 1, 1997. I believe that I have all the necessary documents to proceed in the complaint handling process of this case. Additionally, you have made it very clear that your complaint was resolved in your file and during the informal conference on May 12, 1999.

As you requested during the informal conference, I sent you copies of GTE's post-conference reports on May 20, 1999, and May 25, 1999, prior to sending you a copy of your complaint file. In my May 20, 1999, letter, I asked you to provide me with your post-conference comments by May 31, 1999. Since you asked for an extension on May 19, 1999, I provided you an extension until June 4, 1999. Your post-conference letters were added to your file. As I explained during the

Calvin Willie "Bill" Wood, J.D.

Page 2

June 8, 1999

I agreed with you that the PSC has been in communication with GTE for a long time. We started this process with GTE and you on December 30, 1997, when you filed your complaint. We try to resolve all complaints to the customer's satisfaction.

Since your complaint was not resolved during the informal conference, you will still have an opportunity to participate in an agenda conference in Tallahassee, Florida, in person or by telephone. However, you will be provided with additional information regarding the commission's final recommendation is filed in this case.

If you have any questions, please give me a call at our toll-free number 1-800-352-3552 or at my direct line 1-850-413-6125.

Sincerely,



Shirley Ann Stiles
Regulatory Supervisor, Complaints

SAS sas

c: GTE Florida, Inc. (Request No. 1990121)

STATE OF FLORIDA

Commissioners:
JOE GARCIA, CHAIRMAN
J. TERRY DEASON
SUSAN F. CLARK
JULIA L. JOHNSON
E. LEON JACOBS, JR.



DIVISION OF CONSUMER AFFAIRS
BEVERLEE DEMELLO
DIRECTOR
(850) 413-6100
TOLL FREE 1-800-342-3552

Public Service Commission

June 8, 1999

FAX AND REGULAR MAIL

Calvin Willie "Bill" Wood, J.D.
10577 Schaefer Lane
Lake Wales, FL 33853

Dear Mr. Wood:

Thank you for your June 8, 1999, letter regarding your complaint against GTE Florida, Inc. (GTE). You noted that a copy of your letter was sent to GTE.

You acknowledged receipt of my May 26, 1999, letter. You also advised me of your new mailing address. Additionally, you stated that since your service trouble began in May 1997 and GTE's report started in January 1998, you don't believe that GTE provided the Public Service Commission (PSC) with all of its records. Therefore, you want GTE to provide its 1997 reports to the PSC with copies to you. After that, you want a "reasonable" time to respond to GTE's 1997 reports.

Although your file includes your information that the service trouble started in 1997 and GTE provided the PSC with copies of its service trouble reports from May 1, 1997, you filed a complaint with the PSC on December 30, 1997. That's why GTE's first report to the PSC's Division of Consumer Affairs was received on January 15, 1998.

Along with my May 26, 1999, letter to you, I sent you a copy of your complaint file in its entirety. GTE's summary trouble report was included with that file, showing a beginning date of May 1, 1997. I believe that I have all the necessary documents to proceed in the complaint handling process of this case. Additionally, you have made it very clear of your complaint concerns as noted in your file and during the informal conference on May 12, 1999.

As you requested during the informal conference, I sent you copies of GTE's post-conference reports on May 20, 1999, and May 25, 1999, prior to sending you a copy of your complaint file. In my May 20, 1999, letter, I asked you to provide me with your written post-conference comments by May 31, 1999. Since you asked for an extension on May 26, 1996, I granted you an extension until June 4, 1999. Your post-conference letters were added to your file. As I explained during the informal conference, all concerns will be thoroughly review in this case.

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

An Affirmative Action/Equal Opportunity Employer

PSC Website: www.scri.net/psc

Internet E-mail: contact@psc.state.fl.us

*From the Desk
of
Elizabeth Crawford*

RECEIVED
5/29/98

May 23, 1998

Calvin,

I have an important matter to discuss with you and have been unable to reach you by telephone. On May 18, 1998 and on May 21, 1998, I dialed your telephone number and I received a recording stating that your telephone service had been disconnected. Please notify me by telephone at (304) 344-0972 or by written correspondence when this matter is corrected.

Regards,



Elizabeth Crawford

Wood #2

P.O. Box 5701
South Chas, WV 25328



Cadman Wood
P.O. Box 6352
Tallahassee, Fla

33854

Mr Durbin

PSC

From Sweetemo1 <Sweetemo1@aol.com>
From: Sweetemo1 <Sweetemo1@aol.com>
Received: from mx3.boston.juno.com (mx3.boston.juno.com [207.205.100.52])
by x9.boston.juno.com (8.8.6.Beta0/8.8.6.Beta0/2.0.kim) with ESMTP id KAAAA05510
for <groundsquirrel@juno.com>; Wed, 28 Jan 1998 10:17:15 -0500 (EST)
Received: from imo18.mx.aol.com (imo18.mx.aol.com [198.81.19.175])
by mx3.boston.juno.com (8.8.6.Beta0/8.8.6.Beta0/2.0.kim) with ESMTP id KAAAA27497
for <groundsquirrel@juno.com>; Wed, 28 Jan 1998 10:17:11 -0500 (EST)
Return-path: <Sweetemo1@aol.com>
To: groundsquirrel@juno.com
Date: Wed, 28 Jan 1998 10:09:54 EST
Subject: Re: hi
Message-ID: <711c3c34.34cf4a44@aol.com>
X-Status: Replied
X-Mailer: Inet_Mail_Out (IMOV11)

hey you need to call Mr. Adams NOW!!!!!!!!!!!!!! they are calling him for interviews but he wants to talk to you first! 304-472-5695 he has been trying to call you but who ever answers says its the wrong number we have 941-696-9542 is that right or wrong? And yes they use all types of insturments in their music its rock though

Another party is having trouble getting me.

800-511-0809 EAV
contact@PSC

Wood #3

[Faint, mostly illegible text at the bottom of the page, possibly a footer or additional contact information.]



Public Service Commission

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

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

DATE: JULY 15, 1999

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

FROM: DIVISION OF LEGAL SERVICES (CLEMONS) *PMC*
DIVISION OF COMMUNICATIONS (LEWIS) *[Signature]*
DIVISION OF CONSUMER AFFAIRS (SMITH) *[Signature]*

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

RECEIVED 11:30
JUL 15 PM 1:32
RECORDS AND REPORTING

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

DOCUMENT NUMBER-DATE

08426 JUL 15 99

PSC RECORDS/REPORTING

GTE #1

41
CKET NO. 990861-TL
DATE: JULY 15, 1999

Wood v. GTE Florida, Inc.
DOAH Case No. 99-3595
Exhibit GTE-1
Page 2 of 17

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

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

Wood v. GTE Florida, Inc.
DOAH Case No. 99-3595
Exhibit GTE-1
Page 3 of 17

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

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.

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

Wood v. GTE Florida, Inc.
DOAH Case No. 99-3595
Exhibit GTE-1
Page 5 of 17

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

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

Wood v. GTE Florida, Inc.
DOAH Case No. 99-3595
Exhibit GTE-1
Page 6 of 17

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.

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

Wood v. GTE Florida, Inc.
DOAH Case No. 99-3595
Exhibit GTE-1
Page 8 of 17

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.

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

Wood v. GTE Florida, Inc.
DOAH Case No. 99-3595
Exhibit GTE-1
Page 9 of 17

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

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.

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

Wood v. GTE Florida, Inc.
DOAH Case No. 99-3595
Exhibit GTE-1
Page 11 of 17

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	81.76	18.42	69.34	4.00 PPC	89.99 payment	220.13
1998 January	164.42	38.85	107.93	1.97 GTE 15.87 other	128.37 payment	256.18
February	94.61	27.16 28.00	91.45	1.00 GTE	91.74 payment 128.37	257.27
March	262.48	28.88	192.30	1.42 GTE 39.90 GTEINS	no payment 28.00 65.00	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 line 005 credit (08/08/98)	239.17

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

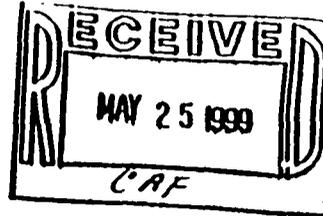
Wood v. GTE Florida, Inc.
 DOAH Case No. 99-3595
 Exhibit GTE-1
 Page 13 of 17

Month	Bill Amount	GTE Reg	other Reg	NonReg	Payments/ Adjustments	Balance Due
June credits	(33.25)				1.95 Int'l QOS 31.60 toll ad 1.95 Int'l QOS 1.95 Int'l QOS	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	269.16
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 66.78	1.95 5.01	130.70 payment 46.79 USBI adj 5.16 Excel Adj	122.17
February	133.14	20.04	19.38 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 841-696-9542



ATTACHMENT 2

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

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
08/24/97 4:22 pm	No Dial Tone / Hum Lightning hit line	08/25/97 10:22 am ✓	Cwire / lightning damage again Repaired C-wire
08/25/97 5:31 pm	No Dial Tone - Customer says phone never worked since tech was out on 08/24.	08/26/97 9:57 am ✓	Miscellaneous; non service affecting
08/28/97 10:09 pm	Noise-Static at Dmarc. Repealed trouble.	08/27/97 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

Date of Report	Type of Trouble Reported	Date Cleared/ Closed	Trouble Found/ Kind of work performed
01/21/98 1:07 pm	Can't be Called ; caller reaches disconnected recording .	01/22/98 11:14 am	Customer error; Equipment conditions
02/16/98 1:48 pm	Can't be called; hang 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 promise 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
05/08/98 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
2:27 p.m.

Inside Wire

2/10/99
1:22 pm

Carasson.

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

GTE FLORIDA
INCORPORATED

Canceling 1st Revised Page 17.1

A2. GENERAL REGULATIONS

A2.4 Present Arrangements and Credit Allowances (Continued)

7. Service Performance Guarances (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 Guarances 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

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@RCA.INDAFXFLTPA@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@flttptstc006.tmrfl.tel.gte.com>
X-Priority: 3 (Normal)
To: <lfulwood@psc.state.fl.us>
Cc: <sstokes@psc.state.fl.us>, "debby" <debby@RCA.INDAFXFLTPA@telops.gte.com>
From: "Deborah Kampert" <deborah.kampert@telops.gte.com>
Reply-To: <deborah.kampert@telops.gte.com>
Mails-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



Debby B. Kampert
Regional Administrator-Regulatory Affairs (FL)

GTE Network Services

One Tampa City Center
Post Office Box 110, FLTC0616
Tampa, Florida 33601-0110

April 17, 1998

Mr. Richard Durbin
Division of Consumer Affairs
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Bill Wood (Calvin Willie Wood)
Case Number 1990221

Dear Mr. Durbin:

The following information is provided in supplemental response to Mr. Bill Wood's FPSC inquiry of March 26, 1998.

On February 26, cable splicing was completed to Mr. Wood's residence. Due to defective vacant pairs in the new cable, Mr. Wood was not cut over to the new cable.

On February 27, GTE engineer, Ted Keiser, left message on Mr. Wood's recorder advising him of the delay and based on weather conditions, GTE would clear the defective cable pairs as soon as possible.

On March 9, a tornado touched down in the Polk county area. GTE section manager, Jim Farmer and a GTE supervisor, Skip Davis made a field visit to Mr. Wood's residence. Mr. Farmer and Mr. Davis found Mr. Wood wondering around, his home destroyed by the tornado. At that time Mr. Farmer asked Mr. Wood to please notify him when he had temporary or permanent facilities with power, so GTE could provide him service. Mr. Farmer and Mr. Davis left their business cards with Mr. Wood.

On March 23, Mr. Farmer made a field visit and noticed that Mr. Wood's private road was barricaded, indicating to him that Mr. Wood still did not have facilities.

On March 27, GTE engineer, Ted Keiser contacted Mr. Wood at the can be reached number. Mr. Wood stated that his service was disconnected. Mr. Wood stated that he would be renting a place in Highlands and because of his heart condition, he would need his phone at that location.

Mr. Durbin
Case Number 1990221
April 17, 1998
Page 2

On March 27, Mrs. Sandy Henrichs, GTE Executive Assistant contacted Mr. Wood to advise him his service was temporarily disconnected on March 25, due to non payment not a repair issue. Mr. Wood advised he would not pay his bill until his repair issues were resolved. Payment was due on the account and no action could be taken until Mr. Wood paid his outstanding balance.

Please note: Service was disconnected for non payment - see payment history attached.

Currently due:

GTE Regulated Charges	\$60.61	(87.39 less 26.78)
ATT Toll	\$523.83	
NonReg	\$79.58	
Total due	\$664.02	

Note: Customer's last payment appeared on the February bill and that payment in the amount of 91.74 went towards the outstanding December bill.

GTE has already issued

\$25.00 SPG appeared on the February bill

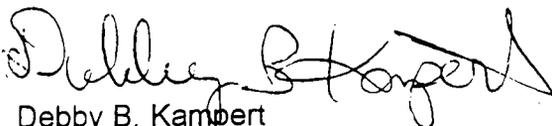
\$25.00 local service adjustment appeared on the March bill

On April 17, Ms Henrichs contacted Mr. Wood at the can be reached number. Ms. Henrichs explained about the past due amount and offered to have his service reconnected with toll blocks in place until the outstanding balance was paid in full. Ms. Henrichs advised she would make payment arrangements with Mr. Wood. **Mr. Wood declined the offer stating he would not pay GTE until his repair issues were resolved.**

GTE has issued an installation order for Mr. Wood's service on 813-696-2858 with toll blocks on the account (Order Number I059887,F910). The order is due dated to be complete April 20. The toll blocks will remain on the account until the charges are paid in full. GTE is still willing to make payment arrangements with Mr. Wood on the outstanding balance of \$664.02. Normal collection procedures, including disconnection for nonpayment will be put on hold until the FPSC complaint has been closed. At that time, collection procedures will resume.

We trust this provides you with the information you require to resolve this matter.

Sincerely,



Debby B. Kampert
Attachment

Bill Wood 941-696-9542

MONTH	Bill Amount	GTE Regulated	ATT Regulated	Non Regulated	Payments/ adj	Balance DUE
October 1997	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
January 1998	164.42	38.85	107.93	1.97 GTE 15.67 other	128.37 payment	256.18
February 1998	94.61	27.16 (25.00) SPG	91.45	1.00 GTE	91.74 payment (1.78) OOS adj	257.27
March 1998	262.48	28.86	192.30	1.42 GTE 39.90 GTENET	no payment (25.00) adj/ local service	494.75
April 1998	169.29	17.52	132.15	(.33) adj 19.95 GTE NET	no payment	664.04
Current balances		87.39	523.83	79.58	(26.78)	664.04

Service Out complete 04/04/98



Debby B. Kampert
Regional Administrator-Regulatory Affairs (FL)

GTE Network Services

One Tampa City Center
Post Office Box 110, FLTC0616
Tampa, Florida 33601-0110

February 20, 1998

Mr. Richard Durbin
Consumer Affairs Analyst
Division of Consumer Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Fl 32399-0850

Re: Bill Wood
Case Number 199022I

Dear Mr. Durbin:

The following information is provided in supplemental response to Mr. Bill Wood's FPSC inquiry of February 9, 1998.

On February 10, Mr. Wood's inquiry was referred to Infrastructure Provisioning. GTE Construction Supervisor, Charlie Boyd contacted Mr. Wood.

On February 11, Mr. Boyd and the GTE line crew made a field visit to Mr. Wood's residence. They found and repaired a section of drop between the terminal and the CRD wire that had rubbed against an oak tree, and a rusty connection at the other end of the CRD wire at the splice connector. GTE also found the Customer Provided Equipment (CPE) to be defective which the customer agreed to replace.

On February 12, GTE Engineer, Ted Kaiser, made a follow up visit to Mr. Wood's residence. Mr. Wood suggested that Mr. Kaiser check with his neighbor, Mr. Perry to see if he could call him. After discussing the problem with Mr. Perry, it was determined that Mr. Perry was dialing the incorrect number.

On February 13, attempts were made to contact Mr. Wood. A message was sent via fax for Mr. Wood to call GTE. Mr. Wood returned the call, and stated that he went out and forgot to unplug his fax. A Service Performance Guarantee credit of \$25.00 was issued and should appear on the March 1998 bill.

Mr. Wood is satisfied at this time.

3:15

GTE #3

Mr. Dick Durbin
Case Number 199022I
February 20, 1998
Page 2

We trust this provides you with the information you require to
resolve this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Debby B. Kampert". The signature is written in black ink and is positioned above the typed name.

Debby B. Kampert

DBK:aaf

Winter Haven/30E



Debby B. Kampert
Regional Administrator-Regulatory Affairs (FL)

GTE Telephone Operations

One Tampa City Center
Post Office Box 110, FLTC0616
Tampa, Florida 33601-0110

January 15, 1998

Mr. Richard Durbin
Consumer Affairs Analyst
Division of Consumer Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Fl 32399-0850

Re: Mr. Bill Wood
Case Number 199022I

Dear Mr. Durbin:

The following information is provided in response to Mr. Bill Wood's FPSC inquiry of December 30, 1997.

It appears that lightning has struck the line serving Mr. Wood, more than once causing intermittent problems. It has been determined that the cable serving Mr. Wood is in need of replacement.

Local Manager, Dwight Clanton has contacted Ted Kaiser in the Engineering Department, with the necessary information to process a request for replacement. This replacement is expected to be completed within 30 days.

To foster customer relations on January 13, a Service Performance Guarantee credit was issued for the inconvenience. The credit should appear on the next bill.

We trust this provides you with the information you require to resolve this matter.

Sincerely,


Debby B. Kampert

DBK:aaf

Winter Haven District\30E

To: smtp[sstokes@psc.state.fl.us]
From: Deborah Kampert@RGA.INDAF
Cc: debby@RGA.INDAF
Bcc:
Subject: Revised bill chart on Wood
Attachment:
Date: 5/26/99 11:20 AM

Wood v. GTE Florida, Inc.
DOAH Case No. 99-3595
Exhibit GTE-5
Page 1 of 3

Shirley:

I will be faxing to you the updated charges and payment chart for Mr. Wood.

In addition to the credits already mentioned, Mr. Wood also received the following credits:

February 1998 bill	25.00	SPG
	1.78	time out of service credit
March 1998 bill	25.00	SPG
April 1998	55.00	waived NRCs to reconnect service.
June 1998 bill	2.14	time out of service credit
	1.65	time out of service credit.

Please let me know if you require additional information.

Debby Kampert
813-483-2531

TOTAL ABOVE \$ 110.57

GTE #5

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 1.78 OOS adj	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

Month	Bill Amount	GTE Reg	other Reg	NonReg	Payments/ Adjustments	Balance Due
June credits	(33.25)				1.65 time OOS 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

Wood v. GTE Florida, Inc.
 DOAH Case No. 99-3595
 Exhibit GTE-5
 Page 3 of 3

May 25, 1999

To: Shirley Stokes

Re: Revised information regarding disconnect in March 1998

Revised information regarding disconnect to Mr. Wood's account. I was not reading the treatment records correctly.

Mr. Wood's service to 941-696-9542 was disconnected for nonpayment on March 25. See specifics below.

1. Did the customer receive a late notice? If yes, when was it sent to the customer and what was the pay by date on the notice?

Response:

The late notice was mailed on March 10, 1998 for a delinquent amount of \$232.27. (This is the \$ 257.27 past due less a \$25.00 adjustment).

The Final Payment date on the notice was March 19, 1998.

3. When was the service actually physically disconnected?

Response:

When payment was not received on March 19, the collection process continued and the service was physically disconnected on March 25th at 8:53 AM.

Debby Kampert

GTE # 6



GTE Service Corporation

One Tampa City Center
Post Office Box 110, FLTC0616
Tampa, Florida 33601-0110

Debby B. Kampert
Specialist - Regulatory & Gov't Affairs (FL)

April 30, 1999

Mr. Calvin Willie Wood
P.O. Box 6352
Nalcrest, FL 33856-6352

Enclosed please find a "Revised" Settlement Agreement relating

Dear Mr. Wood:

In an effort to resolve and close your open inquiry prior to the telephone informal conference schedule for May 12, I am offering a proposed settlement.

Please keep in mind, the following credits have already been provided:

1. \$25.00 Performance Guarantee appeared on your February 1998 bill
2. \$25.00 local service adjustment appeared on your March 1998 bill
3. The Set-up charges were waived (approximately \$55.00) for the installation of your second line that was installed in April 1998. SEPT 1998.

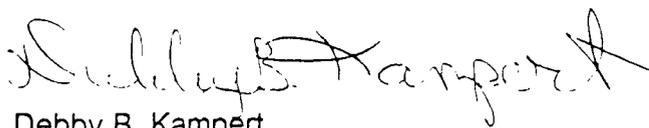
As my settlement proposal, I offer a \$25.00 credit to both of your accounts, which would total another \$50.00 in credit.

Our records do not show any trouble reports since February 1999. In addition, your payments to your accounts are up to date and there are no notations on either account to indicate any billing disputes.

Mr. Wood, it is our priority to provide excellent customer service and I regret that this matter has taken so long to resolve. I apologize for any inconvenience you may have experienced. You will note that the revised agreement attached, makes it clear the settlement is specific to the open case only and this does not prohibit you, Mr. Wood, from asking the FPSC to intervene in the future on any other issue or matter.

Please review and fax a signed copy or comments back to me at 813-227-9661.

Sincerely,



Debby B. Kampert

SETTLEMENT AGREEMENT

Complaint Number 1990221

By signing the following statement, the parties agree that a satisfactory resolution of complaint number 1900221 has been reached and understand that the settlement is binding on both parties and that the parties release each other from liability regarding **this specific complaint** and waive any right to further review or action by the Commission regarding **this specific complaint**.

A compromise adjustment of \$25.00 (which is equal to one month's local service credit) is hereby acknowledged and will appear on the next bill issued for 941-696-9542 and 941-696-8914 after completion of the settlement agreement. Total adjustment is equal to \$50.00. Issuance of this compromise adjustment is not to be construed as an admission of liability or fault by GTE Florida, Incorporated.

Customer

Date

Debby Kampert
Company Representative

4-30-99
Date

Debby Kampert
Specialist - Regulatory Affairs
GTE Service Corp.

To: Deborah Kampert@RGA.INDAF
From: "Shirley Stokes" <sstokes@mail.psc.state.fl.us>
Cc: smtp["Shirley Stokes" <sstokes@mail.psc.state.fl.us>]
Bcc:
Subject: Bill Wood, Case# 199022I
Attachment: Headers.822
Date: 4/22/99 12:25 PM

Wood v. GTE Florida, Inc.
DOAH Case No. 99-3595
Exhibit GTE-8
Page 1 of 2

=====
Original Message
=====

Return-Path: <deborah.kampert@telops.gte.com>
Received: from internet.irngtx.tel.gte.com (192.76.80.65)
by mail.psc.state.fl.us (Connect2-SMTP 4.30A.1000128)
for <sstokes@psc.state.fl.us>; Thu, 22 Apr 1999 11:29:35 -0400
Received: by telops.bdi.gte.com id AA20727
(GTE Telephone Operations SMTP Gateway 3.0 for sstokes@psc.state.fl.us);
Thu, 22 Apr 1999 11:29:09 -0400
Received: by telops.bdi.gte.com (Internal Mail Agent-2);
Thu, 22 Apr 1999 11:29:09 -0400
Received: by telops.bdi.gte.com (Internal Mail Agent-1);
Thu, 22 Apr 1999 11:29:09 -0400
Date: Thu, 22 Apr 99 11:26:33 -0400
Message-Id: <vines.K018+dyn5rA@fltttptstc006.tmttrfl.tel.gte.com>
X-Priority: 3 (Normal)
To: <sstokes@psc.state.fl.us>
Cc: "fpssc.complaints" <fpssc.complaints@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: Bill Wood, Case# 199022I
X-Incognito-Sn: 560
X-Incognito-Version: 4.11.23
Mime-Version: 1.0
Content-Type: text/plain; charset=us-ascii

April 22, 1999

To: Shirley Stokes
Division of Consumer Affairs
Florida Public Service Commission

Re: Bill Wood, Case # 199022I

1. Was the service restored between March 23, 1998 and March 25, 1998?
If so, please provide the date.

Response:

No. At that point the service related issues resulting from the tornado had not been resolved. The disconnection for billing issues occurred on March 25, 1998.

2. Was 941-696-2858 the new telephone number or temporary number

GTE8

connected at the Highland address?

Response:

No. Telephone number 941-696-2858 is service provided to Mr. William Perry, Mr. Wood's friend, and the service address is 11076 Schaffer Lane, Lake Wales. Mr. Wood's address is 10577 Schaffer Lane, Lake Wales.

3. After the company completed the cable splicing on February 26, 1998, please provide the date that the customer's service was cut over to the new cable.

Response:

Our records show, Cable splicing was complete on February 26, however pairs service Mr. Wood were defective. On February 27, Mr. Wood was advised there would be a delay in repair due to the extreme weather conditions at that time. See note below.

On March 9, a tornado touched down in the Polk County area and GTE was not able to complete and restore service to Mr. Wood due to down power lines. Mr. Wood was advised to call GTE once temporary or permanent power facilities were back in place.

On March 23, GTE found Mr. Wood's private road barricaded, indicating to him that Mr. Wood still did not have facilities and GTE did not have access.

On March 25, service was temporarily disconnected for Nonpayment and after no payment was received that service was permanently disconnected. In order to reestablish the account payment was required and a new service order/ application as well.

On April 20, new service was provided to Mr. Wood.

\$25.00 SPG appeared on the February bill
\$25.00 local service adjustment appeared on the March bill
In addition, to foster customer relations, when the service was reconnected in April, the Nonrecurring service charges were waived which amounted to approximately \$55.00 credit.

Note:
GTE was severely impacted by the El Nino weather in 1998. In February 1998 GTE experienced 10.82 inches of rainfall. Which was record for the month. The continued excessive rain had a direct impact on our results by hindering the work force in performing their jobs, which in turn added to the volume of trouble reports. In March 1998, we experienced in excess of 8 inches of rain. Our average rain fall from October through March is 14 inches. For the time period of October 1997 through March 1998 we received 43.58 inches of rain. These intense weather condition included strong winds and lightning.

Shirley: Please let me know prior to the conference call - what you propose GTE can do to settle this matter.

Debby Kampert

To: FPSC.Complaints@RGA.INDAF@FLTPA
From: <sstokes@mail.psc.state.fl.us>
Cc:
Subject: CATS NO: 199022I WOOD, BILL
Attachment: BEYOND.RTF
Date: 12/03/1999 11:50 AM

Wood v. GTE Florida, Inc.
DOAH Case No. 99-3595
Exhibit GTE-9
Page 1 of 4

NAME: WOOD, BILL
CASE NO: 199022I
COMPANY: GTE FLORIDA INCORPORATED
CITY: NALCREST
ZIP: 33856
ADDRESS: P.O. BOX 6352
TIME REC'D: 1:40 PM
DATE REC'D: 12/30/1997
CONSUMER TELEPHONE: (941)-696-9542
CAN BE REACHED:
TIME SENT TO COMPANY: FAX
DATE SENT TO COMPANY: 12/30/1997
BILLING TYPE: S
ACCOUNT NO.:
CATEGORY/INFRACTION CODE: GI-11
ENTERED BY:
ASSIGNED ANALYST:
DUE DATE: 01/15/1998
CLOSEOUT ANALYST: JRD
DATE CLOSED: 06/16/1998
TIMELY/LATE: T

NOTES: The customer said he is having trouble receiving calls. People tell him they have called more than once, but the customer said the phone does not ring. Please, respond by the date below.

Inquiry taken by JOHN PLESCOW>

1/15/98 Report received.

2/9/98 Received letter from customer.

2/9/98 FAX TO GTE: WE HAVE RECEIVED A LETTER FROM MR. WOOD STATING THAT THIS PROBLEM HAS NOT YET BEEN RESOLVED. PLEASE PROVIDE A FOLLOW-UP.

2/20/98 Report received.

3/26/98 Customer called and said that GTE has never repaired his service and has now disconnected him. He says he told GTE that he would not pay his bill until the service was repaired. He can be reached this morning at 696-2858.

4/2/98 The customer called and said that his service has not been connected or repaired as of yet. I called Arlene at GTE who said that he has not paid over \$500 in charges and they won't give him service until he pays. He wants a copy of the report when I receive it tomorrow.

4/2/98 Received letter from customer asking for an informal conference.

4/10/98 Received letter from customer with a list of neighbors who also complain of poor service from GTE.

4/17/98 Report received.

4/20/98 Received notice from GTE that they are reconnecting customer, but he still owes over \$600.

5/15/98 Lennie Fullwood of CMU contacted me to find out what my experience has been with the case. It appear that Mr. Wood has contacted CMU also, and a case was opened in that division. I told him I would call Debbie Kampert to find out whether the customer had paid his bill as agreed. I left a message for Debbie to call me. Debbie called and customer has paid.

6/4/98 I met with Don McDonald and Lennie Fulwood of CMU. Lennie made a trip to the customer's home and ran tests. He found no problems. He went to the home of the gentleman that has not been able to reach him. The gentleman tried to call Mr. Wood three times but dialed the wrong number each time. Lennie made numerous calls himself and they all went through. Mr. Wood has written to Senator Laurent who has written to Mr. Talbott. Lennie is expecting to receive some repair records from Debbie Kampert by Monday. After those records are received I will close this case and, if the customer is still not satisfied, pass it on for an informal conference to be conducted as requested by the customer on April 2.

6/16/98 Closed with letter for Mr. Talbott's signature and a copy to Senator Laurent.

07/02/98 - Customer has requested an informal conference regarding his issues with GTE.paj

07/06/98 - Supplemental correspondence from Mr. Wood addressed to Mr. Talbott. Mr. Wood is requesting additional information.

GTE#9

07-22 - I spoke with Debbie, and she has agreed to provide a phone with large buttons to Mr. Wood's neighbor. This may resolve the problem of misdialing Mr. Wood. She has also agreed to have someone from GTE look at MR. Wood's equipment to make sure the phone is ringing./JFP

07-23 - I called the customer, and left a message. I explained how I requested that the company take some additional steps to resolve the matter, and I would need to talk with the customer to arrange a time he could meet with the company technicians./JFP

08-18 - The customer sent a letter. In the letter he said that GTE has fixed the problem his neighbor had calling him, but he still wants an informal conference./JFP

08-21 - I called the customer, and I requested he call me./JFP

08-21 - I spoke to the customer, and he said he would drop his request for an informal confrence if he were to get 3 weeks out of service credit, on his local phone bill./JFP

08-21 - I called the company, and GTE said it would issue a time out of service credit./JFP

08-25 - Arleen called, and the settlement agreement is being sent to the customer today. The customer's account will be credited \$25.00, if he signs the agreement./JFP

09-04 - I called the company, and they have not been contacted by the customer. He has not returned the settlement agreement./JFP

09-04 - I am attempting to contact the customer, but his line has remained busy./JFP

09-04 - I finally, contacted the customer at 4:00 P.M., and I left a message on his answering machine. I requested he let me know if he received the agreement./JFP

09-09 - I spoke to the customer. I called him, he did not return my call. He said if a second line, that is scheduled to be installed today, is installed with no problems, he would sign the settlement agreement./JFP

09-09 - I called the company, and I relayed what the customer told me./JFP

09-09 - Arlene called, and said that the customer's second line has been installed, and he is satisfied./JFP

09-10 - I spoke with the customer, and he is satisfied. He said he would sign the agreement, and mailed it out today./JFP

09-10 - I called GTE and I relayed what the customer told me./JFP

09-17 - I called the customer, and he has not mailed the agreement yet. He has made some modifications to the agreement, so the company will have to approve the changes. I relayed this information to GTE./JFP

09-25 - GTE's response received. The company will not sign the agreement as modified./JFP

10-12 - I spoke with Debby, and she will contact the customer to see if an agreement can be reached./JFP

11-03 - I called the company, and a settle agreement is being worked on./JFP

11-17 - I called the company, and the agreement is still being drafted./JFP

12- 02 - I checked and the agreement is still being drafted./JFP

12- 17 - I called the company, and I was told the agreement should be completed by the end of the year./JFP

01-11 = I called GTE, and Debby said that a new attempt to resolve the matter by letter is being done. She said the letter will be done in the nest couple of days./JFP

01-12-99 - The company sent a copy of the letter ans proposed settlement agreement./JFP

01-19 - I called the customer, and I requested he return my call. I need to talk to the customer about the agreement/JFP

01-20 - I called the customer again, and I left the same message I left the day before./JFP

01-21 - I called the customer again, and I left the same message./FJFP

01-22 - I called again, and I got the answering machine again. I left the same message./FJFP

01-25 - I called again, and I left a message on his answering machine./JFP

01-25 - I checked with the company, and they have not been contacted by the customer./JFP

01-26 - I called the customer again, and I again requested he return my call./JFP

02-02 - I called hte company, and They have not followed up with the customer yet./JFP

02-03 - I called the company, and I was told the customer would be contactedf today./JFP

02--03 - I spoke to Debby,k and she said she spoke to the customer. He said he need to think about the agreement./JFP

02-04 - I called The customer, and I left a message requesting he return my call./JFP

02-08 - I called the customer, and I requested he call me. Also, I checked with the company, and the customer has not contacted the company./JFP

02-09 - I called the customer, and I requested he return my call./JFP

02-16 - I called the customer again, and I requested he return my call./JFP

02-17 - I called the customer, on my second line, and he picked up. He said he understands that tthe PSC has no jurisdiction over damage clames, but he he has some questions that he said the answers too, are in the FAC. He said his hard drive has been broken. and he has been unable to do the resurch. He said he is making the repairs today, and we should talk on 02-23./JFP

02-17 - I called the company, and I requested to know the total amount of credits that the customer has received since the beginning of this inquiry./JFP

02-23 - I called the customer. and I requested he return my call./JFP

02-27 - I spoke to the customer, and he wants to go to conference. He understands that the PSC has no authority over damages, but he believes he has not received enough of a credit for the time his phone was out of service. Note,

the company has said that the customer received more in service guarantee credits, than he would have received if he had been given time out of service credit./JFP

03-26-99 I, Shirley Stokes, received this file from Mr. John Plescow during the afternoon.

03-29-99 I notified my supervisor, Mrs. Jennifer Erdman-Bridges, that the file is incomplete. She will have Chris to check the 1997 file boxes for the original file. S. Stokes.

03-30-99 CAF (Chris) obtained some of CMU's correspondence regarding this customer's complaint. I still need a copy of Mr. Talbott's June 16, 1998, letter. S. Stokes

03-31 I sent an E-mail to Mrs. Bridges with a copy to Mr. Leroy Rasberry stating that we need Lennie Fulwood's (CMU) assistance in providing information regarding his findings in this case. S. Stokes

04-01 I received a copy of Mr. Talbott's June 17, 1998, letter from Mrs. Bridges. S. Stokes

04-06 At 10:23 a.m., I tried to reach Mr. Wood. I left a message on his answering machine to give me a call to discuss his informal conference request concerns. I explained that I had reviewed the file and it appears that the service problem has been resolved. S. Stokes.

04-06 FAXED TO CO. Based on GTE's April 17, 1998 report, a tornado destroyed Mr. Wood's residence on March 9, 1998. The company made a follow-up field visit to Mr. Wood's residence on March 23, 1998, and found his private road was barricaded, indicating still no facilities. On March 27, 1998, GTE informed Mr. Wood that his service was temporarily disconnected on March 25, 1998 for nonpayment, but was restored on April 17, 1998. Additionally, Mr. Wood had informed GTE on March 27, 1998, that his service was disconnected and would be renting a place in Highlands due to his heart condition.

*For clarification, please provide me with a written report ASAP or by April 8, 1999, regarding the following information. S. Stokes

*Was the service restored between March 23, 1998 and March 25, 1998?
If so, please provide the date?

*Was 813 (or 941)-696-2858 the new telephone number or temporary number connected at the Highland address? If so, what was that address?

*After the company completed the cable splicing on February 26, 1998, please provide the date that the customer's service was cut over to the new cable

*PLEASE FAX THE REPORT TO SHIRLEY STOKES AT 413-6126--THANKS

04-08 Mr. Wood called around 10:30 a.m. He stated that he still wanted to have the informal conference. I explained that the file information revealed information about other customers' concerns. However, I explained that the informal conference will only be regarding his service problems. Mr. Wood agreed to a telephone conference on May 12, 1999, at 10 a.m. I explained that I will call GTE to confirm this date. Mr. Wood also stated that he is in Miami, as he is today, sometimes and provided me with his Miami telephone number 305-935-0784. Before the conference date, he will confirm the contact telephone number for the informal conference. S. Stokes

04-08 At 10:35 a.m., I called GTE regarding the informal conference concern. Ms. Arlene Favata stated that Debby Kampert was out of the office until Monday, April 12, 1999. She will provide the information to Debby for her to call me Monday morning, April 12, 1999, regarding the conference date. S. Stokes

04-08 At 10:39 a.m. I called Mr. Wood to let him know that the party at GTE who needs to confirm the conference date is out of the office until Monday, April 12. I explained that I will follow up with him on Monday, and he also stated that he will be in Miami on that date. I told him that I will call his Miami telephone number on Monday regarding the confirmation date. S. Stokes

04-08 Received an E-mail from GTE requesting an extension until Monday, April 12, 1999 to answer the above questions as noted on April 6, 1999--granted. S. Stokes

04-12 Around 9 a.m., I called GTE to speak with Debby Kampert. Ms. Arlene Favata told me that she wasn't in the office at that time. S. Stokes

04-12 At 4:15 p.m., I called GTE to speak with Ms. Kampert. Ms. Favata told me that Ms. Kampert had sent me an E-Mail agreeing to the 10 a.m. time. However, she stated that she needed to be finish by 11:45 a.m. due to another engagement. I notified Ms. Favata that I had not received that message since we were having computer problems. She also told me that she will send the supplemental report information after our computer problems are resolved. S. Stokes

04-12 At 4:23 p.m., I called Mr. Wood regarding the ending time. He still agreed to the 10 a.m. May 12 conference date. I explained that I will follow up with him regarding the conference time in a letter on Wednesday or Thursday. Due to computer problems on Wednesday and a deposition on Thursday, the letter was not sent to Mr. Wood. S. Stokes

04-14 Due to the computer/E-mail problems, I printed GTE's E-mails to me today. I also returned an E-mail message to Ms. Kampert that Mr. Wood still agreed to the conference date and time.

04-16 Letter to Mr. Wood regarding the 10 a.m. May 12, 1999, telephone informal conference. I also asked him to confirm his contact telephone number before May 10, 1999. S. Stokes

04-21 FAXED TO CO. I HAVE NOT RECEIVED THE RESPONSE TO MY APRIL 6, 1999, FAX REQUEST AS NOTED ABOVE. PLEASE FAX THIS INFORMATION TO ME BY TOMORROW, APRIL 22, 1999. S. STOKES.

04-22 Received supplemental report. The report stated that the service was not restored between March 23-25, 1998. At that time the company stated that the service related issues resulting from the tornado had not been resolved. However, the service was disconnected for the billing issues on March 25, 1998. GTE stated that telephone number

941-696-2858 is Mr. William Perry's telephone number. The company also verified that the customer's service was not connected to the new cable before the tornado on March 9, 1998 and service disconnection on March 25, 1998. GTE also asked me what it could do to settle this matter prior to the informal conference. I returned the E-mail report stating that if the company is willing to issue additional compensation to Mr. Wood to resolve the informal conference, the company may want to discuss the informaton with Mr. Wood and let me know the outcome. S. Stokes
04-22 GTE returned the E-mail reply, stating that \$25 was offered to close the case. However, this is the same offer that the customer refused to sign the second Settlement Agreement Form when John Plescow was handling the case. S. Stokes

04-30 Received GTE's Settlement Agreement offer to Mr. Wood along with a cover letter to him. GTE offered to issue \$25 on both telephone numbers 941-696-9542 and 941-696-8914 for a total credit of \$50. The letter also explained the previous credits issued to Mr. Wood's accout. S. Stokes.

05-05 At 11:10 a.m., I called GTE and spoke with Ms. Debby Kampert to verify the telephone number given in the April 17, 1998, report regarding the installation order information. She verified that the telephone number should have been 941-696-9542. When asked about 941-696-8914, she stated that Mr. Wood had that line installed sometimes later and not an issue in complaint. S. Stokes.

05-11 At 9:01 a.m., I called Mr. Wood to confirm his contact telephone number for tomorrow's informal conference. He stated that the number is 941-696-9542.

05-11 Received GTE's 11:51 a.m. E-mail message, stating that Mr. Wood just called the co. with a counter proposal. GTE also stated that Mr. Wood stated that he will not be at his home telephone number tomorrow. GTE advised him to call me.

05-11 At 12:05 p.m., I called Mr. Wood regarding the above information. He stated that he has to go to Tampa to take a state test become a minority contractor. I reminded him that I had spoken with him at 9:01 a.m. today and was told that I can reach him at 941-696-9542 for the inf. conf. He stated that he will call me from Tampa the test won't be given until three more months. I gave him my direct line telephone number, 1-850-413-6125. I explained and emphasized several times to Mr. Wood, that the informal conference is scheduled for 10 a.m. tomorrow. If he does not call as scheduled, I will proceed with the next step in writing a recommendation in this case. He stated that he understood. I also emphasized that if he and GTE agree to a counter proposal, it needs to be expedited and before the 10 a.m. inf. conf. I also told him that if he signs the Settlement, he cannot add any additional notes to it.

05-11 At 12:15 p.m., I called GTE and relayed the above information to Ms. Arlene Favata since Ms. Debby Kampert was out of the office at that time. I asked her to give me Ms. Kampert's direct line to reach her after Mr. Wood calls me tomorrow. It is 813-483-2531 and Ms. Favata's line is 813-483-2522. S. Stokes.

05-11 I received a copy of Mr. Wood's May 11, 1999, letter to GTE regarding a proposed settlement to be executed today. He also stated that he will only have access to a pay telephone (no mentioned of this info during our discussion) when he's in Tampa tomorrow. (It appears that Mr. Wood keeps bringing up new things regarding the inf. conf.) S. Stokes

05-11 At 2:15 p.m., I call GTE to verify receipt of Mr. Wood's letter. Ms. Favata confirmed receipt and stated that Ms. Kampert was in a meeting. S. Stokes

05-11 Received GTE's report stating that it issued a late notice on March 13, 1998, for payment of \$232.27 prior to the March 25, 1998 service disconnection. GTE also stated it refused Mr. Wood's counter proposal for \$25 for each trouble ticket "as he feels the service was never fixed." GTE stands by its \$50 (\$25 on Mr. Wood's two accounts) credit offer). S. Stokes

05-12 Telephone Informal Conference was held today, without settlement. GTE will provide post-conf. info. and Mr. Wood requested a copy. S. Stokes

05-19 Received Supplemental reports, stating that the trouble reports were overnight to CMU (Lennie) & the service disconneted occurred at the end of the day on March 25, 1998. S. Stokes.

END OF LINE 10--DO NOT TYPE BELOW THIS LINE--SEE BILLCATS.SAS



Debby B. Kampert
Regional Administrator-Regulatory Affairs (FL)

GTE Network Services

One Tampa City Center
Post Office Box 110, FLTC0818
Tampa, Florida 33601-0110

April 17, 1998

Mr. Lennie Fulwood
Bureau of Service Evaluation
Division of Communications
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Bill Wood (Calvin Willie Wood)

Dear Mr. Fulwood:

The following information is provided in response to your letter dated March 31, 1998, regarding Mr. Bill Wood's FPSC inquiry of March 26, 1998.

On February 26, cable splicing was completed to Mr. Wood's residence. Due to defective vacant pairs in the new cable, Mr. Wood was not cut over to the new cable.

On February 27, GTE engineer, Ted Kaiser, left message on Mr. Wood's recorder advising him of the delay and based on weather conditions, GTE would clear the defective cable pairs as soon as possible.

On March 9, a tornado touched down in the Polk county area. GTE section manager, Jim Farmer and a GTE supervisor, Skip Davis made a field visit to Mr. Wood's residence. Mr. Farmer and Mr. Davis found Mr. Wood wondering around, his home destroyed by the tornado. At that time Mr. Farmer asked Mr. Wood to please notify him when he had temporary or permanent facilities with power, so GTE could provide him service. Mr. Farmer and Mr. Davis left their business cards with Mr. Wood.

On March 23, Mr. Farmer made a field visit and noticed that Mr. Wood's private road was barricaded, indicating to him that Mr. Wood still did not have facilities.

On March 27, GTE engineer, Ted Kaiser contacted Mr. Wood at the can be reached number. Mr. Wood stated that his service was disconnected. Mr. Wood stated that he would be renting a place in Highlands and because of his heart condition, he would need his phone at that location.

A part of GTE Corporation

GTE 10

Mr. Lennie Fulwood
April 17, 1998
Page 2

Re: Bill Wood (Calvin Willie Wood)

On March 27, Mrs. Sandy Henrichs, GTE Executive Assistant contacted Mr. Wood to advise him his service was temporarily disconnected on March 25, due to non payment not a repair issue. Mr. Wood advised he would not pay his bill until his repair issues were resolved. Payment was due on the account and no action could be taken until Mr. Wood paid his outstanding balance.

Please note: Service was disconnected for non payment - see payment history attached.

Currently due:

GTE Regulated Charges	\$60.61	(87.39 less 26.78)
ATT Toll	\$523.83	
NonReg	\$79.58	
Total due	\$664.02	

Note: Customer's last payment appeared on the February bill and that payment in the amount of 91.74 went towards the outstanding December bill.

GTE has already issued

\$25.00 SPG appeared on the February bill

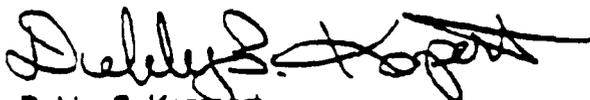
\$25.00 local service adjustment appeared on the March bill

On April 17, Ms Henrichs contacted Mr. Wood at the can be reached number. Ms. Henrichs explained about the past due amount and offered to have his service reconnected with toll blocks in place until the outstanding balance was paid in full. Ms. Henrichs advised she would make payment arrangements with Mr. Wood. Mr. Wood declined the offer stating he would not pay GTE until his repair issues were resolved.

GTE has issued an installation order for Mr. Wood's service on ⁷⁴¹843-696-2858 with toll blocks on the account (Order Number 1059887,F910). The order is due dated to be complete April 20. The toll blocks will remain on the account until the charges are paid in full. GTE is still willing to make payment arrangements with Mr. Wood on the outstanding balance of \$664.02. Normal collection procedures, including disconnection for nonpayment will be put on hold until the FPSC complaint has been closed. At that time, collection procedures will resume.

We trust this provides you with the information you require to resolve this matter.

Sincerely,



Debby B. Kampert
(Reference Consumer Affairs Case Number 1990221)

Bill Wood 941-696-9542

MONTH	Bill Amount	GTE Regulated	ATT Regulated	Non Regulated	Payments/ adj	Balance DUE
October 1997	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
January 1998	164.42	38.85	107.93	1.97 GTE 15.67 other	128.37 payment	256.18
February 1998	94.61	27.16 (25.00) SPG	91.45	1.00 GTE	91.74 payment (1.78) OOS adj	257.27
March 1998	262.48	28.86	192.30	1.42 GTE 38.90 GTENET	no payment (25.00) adj/ local service	494.75
April 1998	169.29	17.52	132.15	(.33) adj 19.85 GTE NET	no payment	664.04
Current balances		87.39	523.83	79.58	(26.78)	664.04

Service Out complete 04/04/98



Debby B. Kampert
Regional Administrator-Regulatory Affairs (FL)

GTE Network Services

One Tampa City Center
Post Office Box 110, FLTC0616
Tampa, Florida 33601-0110

April 17, 1998

Mr. Richard Durbin
Division of Consumer Affairs
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Bill Wood (Calvin Willie Wood)
Case Number 1990221

Dear Mr. Durbin:

The following information is provided in supplemental response to Mr. Bill Wood's FPSC inquiry of March 26, 1998.

On February 26, cable splicing was completed to Mr. Wood's residence. Due to defective vacant pairs in the new cable, Mr. Wood was not cut over to the new cable.

On February 27, GTE engineer, Ted Keiser, left message on Mr. Wood's recorder advising him of the delay and based on weather conditions, GTE would clear the defective cable pairs as soon as possible.

On March 9, a tornado touched down in the Polk county area. GTE section manager, Jim Farmer and a GTE supervisor, Skip Davis made a field visit to Mr. Wood's residence. Mr. Farmer and Mr. Davis found Mr. Wood wondering around, his home destroyed by the tornado. At that time Mr. Farmer asked Mr. Wood to please notify him when he had temporary or permanent facilities with power, so GTE could provide him service. Mr. Farmer and Mr. Davis left their business cards with Mr. Wood.

On March 23, Mr. Farmer made a field visit and noticed that Mr. Wood's private road was barricaded, indicating to him that Mr. Wood still did not have facilities.

On March 27, GTE engineer, Ted Keiser contacted Mr. Wood at the can be reached number. Mr. Wood stated that his service was disconnected. Mr. Wood stated that he would be renting a place in Highlands and because of his heart condition, he would need his phone at that location.

Mr. Durbin
Case Number 1990221
April 17, 1998
Page 2

On March 27, Mrs. Sandy Henrichs, GTE Executive Assistant contacted Mr. Wood to advise him his service was temporarily disconnected on March 25, due to non payment not a repair issue. Mr. Wood advised he would not pay his bill until his repair issues were resolved. Payment was due on the account and no action could be taken until Mr. Wood paid his outstanding balance.

Please note: Service was disconnected for non payment - see payment history attached.

Currently due:

GTE Regulated Charges	\$60.61	(87.39 less 26.78)
ATT Toll	\$523.83	
NonReg	\$79.58	
Total due	\$664.02	

Note: Customer's last payment appeared on the February bill and that payment in the amount of 91.74 went towards the outstanding December bill.

GTE has already issued

\$25.00 SPG appeared on the February bill

\$25.00 local service adjustment appeared on the March bill

On April 17. Ms Henrichs contacted Mr. Wood at the can be reached number. Ms. Henrichs explained about the past due amount and offered to have his service reconnected with toll blocks in place until the outstanding balance was paid in full. Ms. Henrichs advised she would make payment arrangements with Mr. Wood. **Mr. Wood declined the offer stating he would not pay GTE until his repair issues were resolved.**

GTE has issued an installation order for Mr. Wood's service on 813-⁶⁹⁶⁻⁹⁵⁴²~~696~~-2858 with toll blocks on the account (Order Number 1059887,F910). The order is due dated to be complete April 20. The toll blocks will remain on the account until the charges are paid in full. GTE is still willing to make payment arrangements with Mr. Wood on the outstanding balance of \$664.02. Normal collection procedures, including disconnection for nonpayment will be put on hold until the FPSC complaint has been closed. At that time, collection procedures will resume.

We trust this provides you with the information you require to resolve this matter.

Sincerely,



Debby B. Kampert
Attachment

Bill Wood 941-696-9542

MONTH	Bill Amount	GTE Regulated	ATT Regulated	Non Regulated	Payments/ adj	Balance DUE
October 1997	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
January 1998	164.42	38.85	107.93	1.97 GTE 15.67 other	128.37 payment	256.18
February 1998	94.61	27.16 (25.00) SPG	91.45	1.00 GTE	91.74 payment (1.78) OOS adj	257.27
March 1998	262.48	28.86	192.30	1.42 GTE 39.90 GTENET	no payment (25.00) adj/ local service	494.75
April 1998	169.29	17.52	132.15	(.33) adj 19.95 GTE NET	no payment	664.04
Current balances		87.39	523.83	79.58	(26.78)	664.04

Service Out complete 04/04/98

A2. GENERAL REGULATIONS

Wood v. GTE Florida, Inc.
DOAH Case No. 99-3595
Exhibit GTE-12
Page 1 of 1

A2.4 Payment Arrangements and Credit Allowances (Continued)

.3 Payment for Service

- a. All charges due by the customer are payable at the Company's business office or at any agency duly authorized by the Company to receive such payments. Any errors, irregularities, or objections to the bill must be made by the customer to the Company within a period of sixty (60) days from the date of the bill. If no report of any error, irregularity, or objection to a bill is received by the Company from the customer within said 60-day period, the billing shall be deemed correct. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend, or other compensation on the amount overbilled.
- b. The subscriber shall pay monthly in advance or on demand all charges for service and equipment and shall pay on demand all charges for long-distance service. The subscriber is responsible for payment of all charges for services furnished the subscriber, including charges for services originated or charges accepted at the subscriber's station, and for charges charged to the subscriber from another station by any person entitled to use of the service as provided in A2.2.1b.
 - (1) A charge of \$25.00 if the face value of the check does not exceed \$50.00; \$30.00 if the face value of the check exceeds \$50.00 but does not exceed \$300.00, and \$40.00 if the face value of the check exceeds \$300.00, or 5% of the face value of the check, whichever is greater, will apply whenever a check or draft presented for payment for service is not accepted by the institution on which it is written. For a check or draft written prior to the effective date of this tariff, a charge of \$20.00 or 5% of the face value of the check, whichever is greater, will apply. (C)
- c. Bills shall not be considered delinquent prior to the expiration of fifteen (15) days from the date of mailing or delivery by the Company. However, the Company may demand immediate payment under the following circumstances:
 - (1) Where service is terminated or abandoned;
 - (2) Where toll service is two (2) times greater than the subscriber's average usage as reflected on the monthly bills for the three (3) months prior to the current bill or, in the case of a new subscriber who has been receiving service for less than four (4) months, where the toll service is twice the estimated monthly toll service.
- d. Should service be suspended for non-payment of charges, restoration of service will be made only as provided under "Restoration Charge" in Section A4. of this Tariff.
- e. When the service has been disconnected for non-payment, the service agreement is considered to have been terminated. Reestablishment of service may be made only upon the execution of a new service agreement, which is subject to the provisions of this Tariff.
- f. At its discretion, the Company may restore or reestablish service which has been suspended or disconnected for non-payment of charges without payment of all charges due. Such restoration or reestablishment shall not be construed as a waiver of any rights to suspend or disconnect service for non-payment of any such or other charges due and unpaid, or for the violation of the provisions of this Tariff; nor shall the failure to suspend or disconnect service for non-payment of any past due account or accounts operate as a waiver to suspend or disconnect service for non-payment of such account or any other past due account.

→ .4 Allowance for Interruptions

- a. Customers experiencing a service outage exceeding the periods described in b. and c. following will receive a credit allowance as provided in b. and c. following, and a Service Performance Guarantee credit as provided in A2.4.7 of this Tariff.
- b. Exchange Service
 - (1) When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the subscriber or the failure of the facilities provided by the subscriber, a pro rata adjustment of the fixed monthly charges involved will be allowed automatically, for the service and facilities rendered useless and inoperative by reason of the interruption during the time said interruption continues in excess of twenty-four hours from the time it is reported to or detected by the Company, except as otherwise specified in this Tariff. The adjustment 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. For the purpose of administering this regulation, every month is considered to have thirty days.

¹Nonpayment of the charge will not constitute sufficient cause for interruption or cancellation of service.

(GTE 12)

A2. GENERAL REGULATIONS

Wood v. GTE Florida, Inc.
DOAH Case No. 99-3595
Exhibit GTE-13
Page 1 of 2

A2.4 Payment Arrangements and Credit Allowances

.4 Allowance for Interruptions (Continued)

c. Private Line Service

- (1) When service utilizing two-wire or four-wire intraexchange Local Channels is interrupted for a period of 24 hours or more, credit is allowed for the proportionate part of the monthly charge in multiples of one day for each 24 hours or major fraction thereof of interruption for the portion of the service affected by the interruption.
- (2) For service utilizing Local Channels other than those preceding, no credit is allowed for interruption to service of less than 30 minutes. Interruptions of 30 minutes or over are credited to the subscriber at the proportionate monthly charge in half-hour multiples for each half-hour or major fraction thereof of interruption.

.5 Provision for Certain Taxes and Fees

- a. When a municipality or political subdivision of the state charges the Company any license, occupational, franchise, inspection or other similar tax or fee, whether in a lump sum, or at a flat rate, or based on receipts, or based on poles, wires, conduits, or other facilities, the aggregate amount of such taxes and fees will be billed, insofar as practical, pro rata to exchange subscribers receiving service in the municipality or political subdivision.

.6 Late Payment Charge

- a. A Late Payment Charge of one and a half percent (1.5%) will be applied to each customer's bill (including accounts billed in accordance with the Company's Billing and Collection Services Agreements) when the previous month's bill has not been paid in full prior to the next billing date. The 1.5 percent charge is applied to the total unpaid amount carried forward, and is included in the total amount due on the current bill. This tariff shall apply to federal and state government pursuant to existing statutes applicable to those governmental entities. Effective January 1, 1992, county and municipal governments will be assessed a 1% Late Payment Charge in accordance with the provisions of the Florida Prompt Payment Act, Sections 218.70-218.79, Florida Statutes.



7. Service Performance Guarantee

a. Business

- (1.) If a business customer requests installation or repair of Company-owned facilities used to provide exchange, message toll, private line or enhanced services offered under this tariff and the installation or repair is not completed as agreed, the customer will be eligible to receive a credit of \$100.00. 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 \$100.00 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 restoration of exchange, private line, message toll, or enhanced services or for installation or repair of Company-owned facilities used to provide those services.

GTE 13

A2. GENERAL REGULATIONS

Wood v. GTE Florida, Inc.
DOAH Case No. 99-3595
Exhibit GTE-13
Page 2 of 2

A2.4 Payment Arrangements and Credit Allowances (Continued)

7. Service Performance Guarantee (Continued)

a. Business (Continued)

- (5.) The credit will not apply to conditions resulting from: (C)
- (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.
- (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 conditions resulting from: (C)
- (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.

A2. GENERAL REGULATIONS

Wood v. GTE Florida, Inc.
DOAH Case No. 99-3595
Exhibit GTE-14
Page 1 of 1

A2.4 Payment Arrangements and Credit Allowances (Continued)

7. Service Performance Guarantee (Continued)

a. Business (Continued)

- (5.) The credit will not apply to conditions resulting from: (C)
- (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.
- (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 conditions resulting from: (C)
- (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.

Name WOOD, BILL

Company GTE FLORIDA INCORPORATED

Request No. 1990221

Address P.O. BOX 6352

Attn. DEBBY KAMPERT 199022

By JRD Time 1:40 PM Date 12/30/1998

Consumer's Telephone # (941)-696-9542

To CO Time FAX Date 12/30/1998

City/Zip NALCREST 33856 County POLK

Can Be Reached _____

Type S Form Phone

Account Number _____

Note jfp

Category GI-11

Caller's Name BILL WOOD

Informal Conf. _____ Outreach TELEPHONE DIRECTORY

Infraction _____

Closed by JRD Date 06/16/1998

Reply Received T

The customer said he is having trouble receiving calls. People tell him they have called more than once, but the customer said the phone does not ring.

Please, respond by the date below.

Inquiry taken by JOHN PLESCOW>

1/15/98 Report received.

2/9/98 Received letter from customer.

2/9/98 FAX TO GTE: WE HAVE RECEIVED A LETTER FROM MR. WOOD STATING THAT THIS PROBLEM HAS NOT YET BEEN RESOLVED. PLEASE PROVIDE A FOLLOW-UP.

2/20/98 Report received.

3/26/98 Customer called and said that GTE has never repaired his service and has now disconnected him. He says he told GTE that he would not pay his bill until the service was repaired. He can be reached this morning at 696-2858.

4/2/98 The customer called and said that his service has not been connected or repaired as of yet. I called Arlene at GTE who said that he has not paid over \$500 in charges and they won't give him service until he pays. He wants a copy of the report when I receive it tomorrow.

4/2/98 Received letter from customer asking for an informal conference.

4/10/98 Received letter from customer with a list of neighbors who also complain of poor service from GTE.

4/17/98 Report received.

4/20/98 Received notice from GTE that they are reconnecting customer, but he still owes over \$600.

CONSUMER REQUEST

FLORIDA PUBLIC SERVICE COMMISSION

2540 SHUMARD OAK BOULEVAR
TALLAHASSEE, FL. 32399-0850
850-413-6100

PLEASE RETURN THIS FORM
WITH REPORT OF ACTION TO:

DUE: 01/15/1998

PSC Exhibit No. 1

1

PAGE: 2

5/15/98 Lennie Fullwood of CMU contacted me to find out what my experience has been with the case. It appear that Mr. Wood has contacted CMU also, and a case was opened in that division. I told him I would call Debbie Kampert to find out whether the customer had paid his bill as agreed. I left a message for Debbie to call me. Debbie called and customer has paid.

6/4/98 I met with Don McDonald and Lennie Fulwood of CMU. Lennie made a trip to the customer's home and ran tests. He found no problems. He went to the home of the gentleman that has not been able to reach him. The gentleman tried to call Mr. Wood three times but dialed the wrong number each time. Lennie made numerous calls himself and they all went through. Mr. Wood has written to Senator Laurent who has written to Mr. Talbott. Lennie is expecting to receive some repair records from Debbie Kampert by Monday. After those records are received I will close this case and, if the customer is still not satisfied, pass it on for an informal conference to be conducted as requested by the customer on April 2.

6/16/98 Closed with letter for Mr. Talbott's signature and a copy to Senator Laurent.

07/02/98 - Customer has requested an informal conference regarding his issues with GTE.paj

07/06/98 - Supplmental correspondence from Mr. Wood addressed to Mr. Talbott. Mr. Wood is requesting additional information.

07-22 - I spoke with Debbie, and she has agreed to provide a phone with large buttons to Mr. Wood's neighbor. This may resolve the problem of misdialing Mr. Wood. She has also agreed to have someone from GTE look at MR. Wood's equipment to make sure the phone is ringing./JFP

07-23 - I called the customer, and left a message. I explained how I requested that the company take some additional steps to resolve the matter, and I would need to talk with the customer to arange a time he could meet with

2

PAGE: 3

the company technicians./JFP

08-18 - The customer sent a letter. In the letter he said that GTE has fixed the problem his neighbor had calling him, but he still wants an informal conference./JFP

08-21 - I called the customer, and I requested he call me./JFP

08-21 - I spoke to the customer, and he said he would drop his request for an informal confrence if he were to get 3 weeks out of service credit, on his local phone bill./JFP

08-21 - I called the company, and GTE said it would issue a time out of service credit./JFP

08-25 - Arleen called, and the settlement agreement is being sent to the customer today. The customer's account will be credited \$25.00, if he signs the agreement./JFP

09-04 - I called the company, and they have not been contacted by the customer. He has not returned the settlement agreement./JFP

09-04 - I am attempting to contact the customer, but his line has remained busy./JFP

09-04 - I finally, contacted the customer at 4:00 P.M., and I left a message on his answering machine. I requested he let me know if he received the agreement./JFP

09-09 - I spoke to the customer. I called him, he did not return my call. He said if a second line, that is scheduled to be installed today, is installed with no problems, he would sign the settlement agreement./JFP

09-09 - I called the company, and I relayed what the customer told me./JFP

09-09 - Arlene called, and said that the customer's second line has been installed, and he is satisfied./JFP

09-10 - I spoke with the customer, and he is satisfied. He said he would sign the agreement, and mailed it out today./JFP

09-10 - I called GTE and I relayed

3

PAGE: 4

what the customer told me./JFP

09-17 - I called the customer, and he has not mailed the agreement yet. He has made some modifications to the agreement, so the company will have to approve the changes. I relayed this information to GTE./JFP

09-25 - GTE's response received. The company will not sign the agreement as modified./JFP

10-12 - I spoke with Debby, and she will contact the customer to see if an agreement can be reached./JFP

11-03 - I called the company, and a settle agreement is being worked on./JFP

11-17 - I called the company, and the agreement is still being drafted./JFP

12- 02 - I checked and the agreement is still being drafted./JFP

12- 17 - I called the company, and I was told the agreement should be completed by the end of the year./JFP

01-11 - I called GTE, and Debby said that a new attempt to resolve the matter by letter is being done. She said the letter will be done in the next couple of days./JFP

01-12-99 - The company sent a copy of the letter and proposed settlement agreement./JFP

01-19 - I called the customer, and I requested he return my call. I need to talk to the customer about the agreement/JFP

01-20 - I called the customer again, and I left the same message I left the day before./JFP

01-21 - I called the customer again, and I left the same message./FJP

01-22 - I called again, and I got the answering machine again. I left the same message./FJP

01-25 - I called again, and I left a message on his answering machine./JFP

01-25 - I checked with the company, and they have not been contacted by the customer./JFP

4

PAGE: 5

01-26 - I called the customer again, and I again requested he return my call./JFP

02-02 - I called hte company, and They have not followed up with the customer yet./JFP

02-03 - I called the company, and I was told the customer would be contactedf today./JFP

02--03 - I spoke to Debby,k and she said she spoke to the customer. He said he need to think about the agreement./JFP

02-04 - I called The customer, and I left a message requesting he return my call./JFP

02-08 - I called the customer, and I requested he call me. Also, I checked with the company, and the customer has not contacted the company./JFP

02-09 - I called the customer, and I requested he return my call./JFP

02-16 - I called the customer again, and I requested he return my call./JFP

02-17 - I called the customer, on my second line, and he picked up. He said he understands that tthe PSC has no jurisdiction over damage clames, but he he has some questions that he said the answers too, are in the FAC. He said his hard drive has been broken, and he has been unable to do the resurch. He said he is making the repairs today, and we should talk on 02-23./JFP

02-17 - I called the company, and I requested to know the total amount of credits that the customer has received since the beginning of this inquiry./JFP

02-23 - I called the customer, and I requested he return my call./JFP

02-27 - I spoke to the customer, and he wants to go to conference. He understands that the PSC has no authority over damages, but he believes he has not received enough of a credit for the time his phone was out of service.

Note, the company has said that the customer received mor in service guarantee credits, than he would have received if he had been given time out of service credit./JFP

5

PAGE: 6

03-26-99 I, Shirley Stokes, received this file from Mr. John Plescow during the afternoon.

03-29-99 I notified my supervisor, Mrs. Jennifer Erdman-Bridges, that the file is incomplete. She will have Chris to check the 1997 file boxes for the original file. S. Stokes.

03-30-99 CAF (Chris) obtained some of CMU's correspondence regarding this customer's complaint. I still need a copy of Mr. Talbott's June 16, 1998, letter. S. Stokes

03-31 I sent an E-mail to Mrs. Bridges with a copy to Mr. Leroy Rasberry stating that we need Lennie Fulwood's (CMU) assistance in providing information regarding his findings in this case. S. Stokes

04-01 I received a copy of Mr. Talbott's June 17, 1998, letter from Mrs. Bridges. S. Stokes

04-06 At 10:23 a.m., I tried to reach Mr. Wood. I left a message on his answering machine to give me a call to discuss his informal conference request concerns. I explained that I had reviewed the file and it appears that the service problem has been resolved. S. Stokes.

04-06 FAXED TO CO. Based on GTE's April 17, 1998 report, a tornado destroyed Mr. Wood's residence on March 9, 1998. The company made a follow-up field visit to Mr. Wood's residence on March 23, 1998, and found his private road was barricaded, indicating still no facilities. On March 27, 1998, GTE informed Mr. Wood that his service was temporarily disconnected on March 25, 1998 for nonpayment, but was restored on April 17, 1998. Additionally, Mr. Wood had informed GTE on March 27, 1998, that his service was disconnected and would be renting a place in Highlands due to his heart condition.

*For clarification, please provide me with a written report ASAP or by April 8, 1999, regarding the following information. S. Stokes

*Was the service restored between March 23, 1998 and March 25, 1998?

(b)

PAGE: 7

If so, please provide the date?

*Was 813 (or 941)-696-2858 the new telephone number or temporary number connected at the Highland address? If so, what was that address?

*After the company completed the cable splicing on February 26, 1998, please provide the date that the customer's service was cut over to the new cable

*PLEASE FAX THE REPORT TO SHIRLEY STOKES AT 413-6126--THANKS

04-08 Mr. Wood called around 10:30 a.m. He stated that he still wanted to have the informal conference. I explained that the file information revealed information about other customers' concerns. However, I explained that the informal conference will only be regarding his service problems. Mr. Wood agreed to a telephone conference on May 12, 1999, at 10 a.m. I explained that I will call GTE to confirm this date. Mr. Wood also stated that he is in Miami, as he is today, sometimes and provided me with his Miami telephone number 305-935-0784. Before the conference date, he will confirm the contact telephone number for the informal conference. S. Stokes

04-08 At 10:35 a.m., I called GTE regarding the informal conference concern. Ms. Arlene Favata stated that Debby Kampert was out of the office until Monday, April 12, 1999. She will provide the information to Debby for her to call me Monday morning, April 12, 1999, regarding the conference date. S. Stokes

04-08 At 10:39 a.m. I called Mr. Wood to let him know that the party at GTE who needs to confirm the conference date is out of the office until Monday, April 12. I explained that I will follow up with him on Monday, and he also stated that he will be in Miami on that date. I told him that I will call his Miami telephone number on Monday regarding the confirmation date. S. Stokes

04-08 Received an E-mail from GTE requesting an extension until Monday, April 12, 1999 to answer the above questions as noted on April 6, 1999--granted. S. Stokes

04-12 Around 9 a.m., I called GTE to speak with Debby Kampert. Ms. Arlene

7

PAGE: 8

Favata told me that she wasn't in the office at that time. S. Stokes

04-12 At 4:15 p.m., I called GTE to speak with Ms. Kampert. Ms. Favata told me that Ms. Kampert had sent me an E-Mail agreeing to the 10 a.m. time. However, she stated that she needed to be finish by 11:45 a.m. due to another engagment. I notified Ms. Favata that I had not received that message since we were having computer problems. She also told me that she will send the supplemental report information after our computer problems are resolved. S. Stokes

04-12 At 4:23 p.m., I called Mr. Wood regarding the ending time. He still agreed to the 10 a.m. May 12 conference date. I explained that I will follow up with him regarding the conference time in a letter on Wednesday or Thursday. Due to computer problems on Wednesday and a deposition on Thursday, the letter was not sent to Mr. Wood. S. Stokes

04-14 Due to the computer/E-mail problems, I printed GTE's E-mails to me today. I also returned an E-mail message to Ms. Kampert that Mr. Wood still agreed to the conference date and time.

04-16 Letter to Mr. Wood regarding the 10 a.m. May 12, 1999, telephone informal conference. I also asked him to confirm his contact telephone number before May 10, 1999. S. Stokes

04-21 FAXED TO CO. I HAVE NOT RECEIVED THE RESPONSE TO MY APRIL 6, 1999, FAX REQUEST AS NOTED ABOVE. PLEASE FAX THIS INFORMATION TO ME BY TOMORROW, APRIL 22, 1999. S. STOKES.

04-22 Received supplemental report. The report stated that the service was not restored between March 23-25, 1998. At that time the company stated that the service related issues resulting from the tornado had not been resolved. However, the service was disconnected for the billing issues on March 25, 1998. GTE stated that telephone number 941-696-2858 is Mr. William Perry's telepone number. The company also verified that the customer's service was nqt connected to the new cable before the tornado on March 9, 1998 and service disconnection on March 25, 1998. GTE also asked me what it could do to settle this matter

8

PAGE: 9

prior to the informal conference. I returned the E-mail report stating that if the company is willing to issue additional compensation to Mr. Wood to resolve the informal conference, the company may want to discuss the informaton with Mr. Wood and let me know the outcome. S. Stokes

04-22 GTE returned the E-mail reply, stating that \$25 was offered to close the case. However, this is the same offer that the customer refused to sign the second Settlement Agreement Form when John Plescow was handling the case. S. Stokes

04-30 Received GTE's Settlement Agreement offer to Mr. Wood along with a cover letter to him. GTE offered to issue \$25 on both telephone numbers 941-696-9542 and 941-696-8914 for a total credit of \$50. The letter also explained the previous credits issued to Mr. Wood's accout. S. Stokes.

05-05 At 11:10 a.m., I called GTE and spoke with Ms. Debby Kampert to verify the telephone number given in the April 17, 1998, report regarding the installation order information. She verified that the telephone number should have been 941-696-9542. When asked about 941-696-8914, she stated that Mr. Wood had that line installed sometimes later and not an issue in complaint. S. Stokes.

05-11 At 9:01 a.m., I called Mr. Wood to confirm his contact telephone number for tomorrow's informal conference. He stated that the number is 941-696-9542.

05-11 Received GTE's 11:51 a.m. E-mail message, stating that Mr. Wood just called the co. with a counter proposal. GTE also stated that Mr. Wood stated that he will not be at his home telephone number tomorrow. GTE advised him to call me.

05-11 At 12:05 p.m., I called Mr. Wood regarding the above information. He stated that he has to go to Tampa to take a state test become a minority contractor. I reminded him that I had spoken with him at 9:01 a.m. today and was told that I can reach him at 941-696-9542 for the inf. conf. He stated that he will call me from Tampa the test won't be given until three more months. I gave him my direct line telephone number, 1-850-413-6125. I explained and

9

PAGE: 10

emphasized several times to Mr. Wood, that the informal conference is scheduled for 10 a.m. tomorrow. If he does not call as scheduled, I will proceed with the next step in writing a recommendation in this case. He stated that he understood. I also emphasized that if he and GTE agree to a counter proposal, it needs to be expedited and before the 10 a.m. inf. conf. I also told him that if he signs the Settlement, he cannot add any additional notes to it.

05-11 At 12:15 p.m., I called GTE and relayed the above information to Ms. Arlene Favata since Ms. Debby Kampert was out of the office at that time. I asked her to give me Ms. Kampert's direct line to reach her after Mr. Wood calls me tomorrow. It is 813-483-2531 and Ms. Favata's line is 813-483-2522. S. Stokes.

05-11 I received a copy of Mr. Wood's May 11, 1999, letter to GTE regarding a proposed settlement to be executed today. He also stated that he will only have access to a pay telephone (no mentioned of this info during our discussion) when he's in Tampa tomorrow. (It appears that Mr. Wood keeps bringing up new things regarding the inf. conf.) S. Stokes

05-11 At 2:15 p.m., I call GTE to verify receipt of Mr. Wood's letter. Ms. Favata confirmed receipt and stated that Ms. Kampert was in a meeting. S. Stokes

05-11 Received GTE's report stating that it issued a late notice on March 13, 1998, for payment of \$232.27 prior to the March 25, 1998 service disconnection. GTE also stated it refused Mr. Wood's counter proposal for \$25 for each trouble ticket "as he feels the service was never fixed." GTE stands by its \$50 (\$25 on Mr. Wood's two accounts) credit offer). S. Stokes

05-12 Telephone Informal Conference was held today, without settlement. GTE will provide post-conf. info. and Mr. Wood requested a copy. S. Stokes

05-19 Received Supplemental reports, stating that the trouble reports were overnight to CMU (Lennie) & the service disconnected occurred at the end of the day on March 25, 1998. S. Stokes.

END OF LINE 10--DO NOT TYPE BELOW THIS LINE--SEE BILLCATS.SAS

10

Calvin Willie Wood, JD

Phone: (941)696-2858(Temp)

P.O. Box 4352

Nalcrest, FL 33898-4352

2/15

February 3, 1998

no

Public Service Commission
Sent Via Fax of Even Date

Re: Customer ID No. 970123 and
PSC No. 199022

Gentlemen:

Temporary Number: 941-696-2858

~~PLEASE NOTE: My wife, there has been no response to my original PSC complaint. My complaint with GTE has been resolved.~~

Am I entitled to a hearing, and if so, when can I have one.

I really think I am entitled to have my service restored post haste. Please advise me.

Also, every time I reported the service working improperly, I was told that I would receive a \$25.00 credit on my bill. Each time it was not properly fixed. Do I still get my \$25.00 credit as promised?

If you have any questions, do not hesitate to contact me.

Sincerely,

Calvin W. Wood

Calvin Willie Wood, JD

cc: Mr. Durbin
Ted Kiener

~~Calvin Willie Wood page 2 of 3~~

2

April 8, 1998

Public Service Commission
Sent Via Fax of Even Date

Re: Customer ID No. 970123 and
PSC No. 199022

Gentlemen:

Temporary Number: 941-696-2858

~~Please tell me why there has been no response to my request that my service be allowed to~~
continue until my Complaint with GTE has been resolved.

Am I entitled to a hearing, and if so, when can I have one.

I really think I am entitled to have my service restored post haste. Please advise me.

Also, every time I reported the service working improperly, I was told that I would receive a \$25.00 credit on my bill. Each time it was not properly fixed. Do I still get my \$25.00 credit as promised?

If you have any questions, do not hesitate to contact me.

Sincerely,

Calvin W. Wood

Calvin Willie Wood, JD

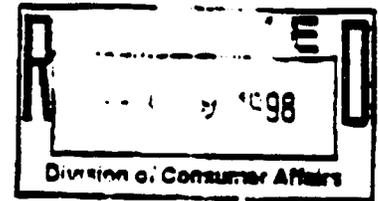
~~RECEIVED BY [unclear]~~

3

Calvin Willie Wood, JD

Phone: (841)896-8642

P.O. Box 8362
Nalcrest, FL 33868-8362



February 3, 1998

GTE
PO Box 31112
Tampa, FL 33631-3122

Re: Customer ID No. 970123 and
PSC No. 199022

Gentlemen:

This is to inform you that Mr. Perry, my neighbor and the person who checks on me still cannot get through to me. This has made his job most difficult. It seems to have started last summer when lightning burnt up my lines. He says he has no problems getting other people. He has asked his line be checked. Even though it was promised, no one has come. He will let anyone dial from his phone to see if they get the same thing. No one will accept his offer.

Last week, I faxed you a copy of an e-mail which I got from West Virginia saying people could not get me. As you see, the phone number is correct. Who knows how many others are trying to get me and getting the same.

~~Both the receiver and the sender to withhold payment.~~ I am disabled, and need the phone because of my health. I am sure you are aware if something happens to me and I cannot be reached, my children will come in and hold you responsible for the damages. The problems with my phone are well known. I do not know what is the matter with it, nor do I intend to learn. I have been promised \$25 credits for failure to repair, until they come out my ears, if only I had gotten them.

I respectfully request that you immediately get the problem of me not receiving phone calls resolved. I will consider them resolved when Mr. Perry can call me on a regular basis. I am not doing this to harasses, etc. I merely report what other people tell me when they cannot get through.

If you have any questions, do not hesitate to contact me.

Sincerely,

Calvin W. Wood

Calvin Willie Wood, JD

cc: Florida Public Service Commission

(4)

2/11

March 25, 1998

Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-8153

Urgent request
for help.

Re: Customer ID No. 970123 and
PSC No. 199022

Gentlemen:

I have tried to work with GTE for several month to allow callers to reach me on a consistent basis. I have attempted to politely file incidences of people who were trying to call me, in a polite and reasonable manner as I discovered them. This included information what I received by e-mail from people trying to reach me, to oral reports which I sent to the GTE Engineer.

On or about February 25, 1998, GTE laid down underground up to my house, promising to return on February 27, 1998 to connect them. They never returned. On March 9, 1998, my house was hit by the "Nalcrest Tornado". About 9:30 a.m. on the 9th, Mr. James L. Farmer, the section manager out of Winter Haven came by my house. He asked if I was going to move into the camper I had behind my house, and I told him yes. It operates completely on propane and is self contained. I was shook up, after enduring the "eye" of the tornado, but my best memory was that they would return to hook me up to my trailer. That has not happened as of even date.

I have had to remain gone from my house, because I have a serious heart condition, for which I have been hospitalized 3 times in recent months. I am afraid to stay alone without my phone, and GTE knew it.

On February 3, 1998, I notified GTE by letter that I was not going to pay my bill until the matter was resolved. They agreed. However, I found out today they had terminated my service for non payment. I do not believe this is the case at all, but their real reason is that they want to retaliate for me filing a complaint with you, the PSC and further, do not want to repair my problem, probably because they do not know how. It is one hell of a note that my neighbor who lives about 3/4 mile away has not been able to call me for months. I have now found out that several of the people around me have had problems which GTE has not seen fit to correct.

I request that GTE be compelled to furnish me service until this matter is resolved. I have been promised \$25.00 rebate every bill many times if they could not provide service within 24 hours, none of which have ever been given. They owe me money. Additionally, since I have had to stay away from my house, several thousands of dollars of looting have taken place.

I request that my phone service be forthwith restored, and that a hearing be held to determine both of our rights and responsibilities. If you have any questions, do not hesitate to contact me.

Sincerely,

Calvin W. Wood

Calvin Willie Wood
xc GTE

5

Calvin Willie Wood, Jr

Phone: (941) 886-8842

P.O. Box 6382
Nalcrest, FL 33606-6382

201

April 2, 1990

PSC
Div. Of Consumer Affairs
2540 Shumard Oak Blvd.
Tallahassee,, FL 32399-8133

Re: Complaint No. 199022
Attn: Mr. Durbin:

This is to confirm our telephonic conference today that I wish an informal hearing on Complaint No. 199022. I respectfully request it be held in the Nalcrest Florida area, because my disability prevents me from doing much travel.

I would like to bring in some of my neighbors to this hearing and let them tell about their telephone problems. I do not mind paying my back bill, and will be willing to ~~cover~~ ~~the same to~~ ensure that GTE is paid after my service has been properly repaired. Prior regular payments on my part have failed to correct my problems. My phone has been improperly working since about last May.

If you have any questions, do not hesitate to contact me.

Sincerely,

Calvin W. Wood

Calvin Willie Wood, JD

FC: Mr. Ted Kaiser - GTE

PSC Exhibit No. 6

6

Carvin Willie Wood

Phone: (941)896-2988 (Temp.)

P.O. Box 6362

Nalcrest, FL 33866-6362

April 6, 1998

2105

Public Service Commission
Capital Circle Office Center
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Attn: Mr. Lennie Fulwood, Jr.

Dear Sir:

I am in receipt of your March 31 letter stating you would investigate and get back to me in thirty days. I have a more pressing problem that no one else has been able to assist me on and I wonder if you could help.

~~I believe my phone service was cut off because of retaliation for filing a complaint with the~~ PSC. For months my service was defective and many reports were filed with GTE. No serious effort was made to fix my problems, as well as those of my neighbor, Mr. William Perry, who called me 2-3 times per day to check up on me. He also called in many times over months to confirm that he could not call me. As much documentation was provided GTE as I could acquire.

GTE, both service and repair, knew that I have a heart condition which makes it necessary for me to have a working telephone. They would promise to send someone out and they never would show. Since my problem was with incoming calls, I could only report it when someone finally got hold of me and told me my phone was not working.

This area consists of people (1) who do not speak English very well, (2) who are old and (3) who are sick. It might be argued that I might fit all three categories. I believe, backed by several complaints by my neighbors, that this is the reason our service problems have not been taken seriously. In fact, in Saddle Bag Lake, a Yankee community about two miles away, I have found out that over \$700,000 is being spent to upgrade service there. Since March 9, when the tornado hit my house, GTE knew I had a 28" self contained camper on the property which I intended to move into. They have failed to hook me up, knowing I must have a phone to stay there. My house was looted because I was not there.

I request your assistance in getting my phone re-connected. GTE and I agreed on February 2, that I would not have to pay my bill until service was completely restored. They failed to keep their part of the bargain. Since I am totally disabled, the telephone is usually my

7

only link with the outside world for days on end. So the amounts I owe are normal for me, and which I can pay. Any help will be appreciated, as I want to go back home before someone burns what is left of my house.

If you have any questions, do not hesitate to contact me.

Sincerely,

Calvin W. Wood

Calvin Willie Wood

206



P. O. Box 6342
Nalcrest, FL 32309-6342

April 8, 1998

203

Public Service Commission
Capital Circle Office Center
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Attn: Mr. Lennie Fulwood, Jr.

Dear Sir:

I have just finished talking to my four closest neighbors, and they each and all, tell me that they have had problems with their phones too. Some for almost two years. They inform me that GTE knows of their problems and refuses to fix them. I will be checking the others as I feel better. Each and every neighbor above wants to attend the informal conference I have requested. They request it be held in the Nalcrest/Fedhaven area and further be held after work. Each believes they are entitled to substantial refunds for service paid for but intentionally not given by GTE. Please set a date for the informal conference and return it to me.

I reiterate my position that the people in this area have been treated badly because (a) many cannot speak good English (b) many are old and (c) many are disabled. GTE has effectively Red Lined this area in terms of providing service, collecting their fees, and intentionally failing to provide minimum service. I expect others to have the same complaints as I travel up the road.

GTE has known for months that their lines are bad and not serviceable. Yet, they spend over \$700,000 in providing upgrades at Saddle Bag, a "snow bird" winter "watering hole", about two miles away where the white Yankees spend 3-4 month over the winter. Yet, they let people with heart problems, like myself suffer by not having adequate, regular phone service.

I hope the PSC will not maintain it's position that I have to pay for service I never got in order to have my telephone service reconnected. The real reason why they will not reconnect it is they do not have a pair available to connect me. Several neighbors have asked me to get Governor Chiles office involved, but I hope that is not necessary.

Sincerely,

Calvin W. Wood

Calvin Willie Wood

9

101

Calvin Willie Wood

Phone: (941)696-2858 (Temp.)

P.O. Box 6352

Nalcrest, FL 33856-6352

April 10, 1998

Attn: Mr. Durbin

Public Service Commission
Capital Circle Office Center
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

PSC Complaint No. 199022

Attn: Mr. Lennie Fulwood, Jr.

Dear Sir:

Enclosed please find a list of some of my neighbors who feel that they have received less than adequate service from GTE, most over a period of several months and have asked me to transfer their request to join my complaint. You may contact them individually if you wish.

If you have any questions, do not hesitate to contact me.

Sincerely,

Calvin W. Wood

Calvin Willie Wood

cc: Ted Kiaser
Mr. Durbin

(10)

202

REQUEST TO JOIN IN CALVIN WOOD'S COMPLAINT
AGAINST GTR - COMPLAINT NO. 199022

We the undersigned request to join in the complaint above with Calvin Wood. For substantial periods of time, for some of us almost two years, GTR has known our telephones did not work properly. We believe they have intentionally not provided us with minimum service. We believe we are entitled to substantial refunds from GTR. You are invited to search our Telephone Company records.

Name	Phone No.	Schaefer Jane House No.
<u>Raymond J. Wynn</u>	<u>696-4138</u>	<u>10672</u>
<u>[Signature]</u>	<u>696-1111</u>	<u>11110</u>
<u>[Signature]</u>	<u>696-4454</u>	<u>11228</u>
<u>Martha Recarte</u>	<u>696-3980</u>	<u>11283</u>
<u>Ronald Davis</u>	<u>696-8010</u>	<u>11117</u>
<u>James P. White</u>	<u>696-3779</u>	<u>10819</u>
<u>Archie Andrew Hillman</u>	<u>696-7715</u>	<u>11205</u>
<u>William H. Perry</u>	<u>696-2858</u>	<u>11276</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Calvin Willie Wood,)

Phone: (941)696-2358

P.O. Box 6362

Naturest, FL 33888-6362

April 15, 1998

861
198

Ted Kaiser
GTE

Re: Customer ID No. 970123 and
PSC No. 199022

Dear Sir:

Temporary Number: 941-696-2358

This is to inform you that this past Friday, April 10, 1998, my tornado damaged home was again looted. As I have stated before, I am totally disabled and afraid to stay at the house in my self contained camper, which is far away from any neighbors, and alone, without a telephone. I lost about another \$400 worth of Personal Property, including a stereo system I had no place to store other than on the premises, and it will take about \$215.00 to replace it.

I again urge you to work out a way to restore at least local phone service so I can call 911, or the doctor or an ambulance or a friend to take me to the hospital if I need to go. Please stop your retaliation against me for filing the PSC complaint. I worked with you people for months before I filed and you did not correct my problem. So did the other people out here, and their phones are working at least part of the time. Also, most of Schaefer Lane has had the same problem for up to two years. As paying customers, we deserve minimal service which you did not provide. It certainly not my fault you have refused to replace defective lines.

I have also asked the PSC for an informal conference so I and my neighbors can progress this problem to a higher level, where hopefully, we will get some minimal service somewhere along the way.

If you have any questions, do not hesitate to contact me.

Sincerely,

Calvin W. Wood

Calvin Willie Wood, JD

cc: PSC

(12)

April 23, 1998

GTE

Sent Via Fax

Attn: Ms. Hendrix

Re: PSC Complaint No. 199022



GTE

180

Dear Ms. Hendrix:

This is to inform you that I have been told by a caller this morning that the phone of Mr. Bill Perry, my temporary number, is of a quality that is almost not understandable, and that it sounds like someone who is talking on this end are "in a barrel".

If you have any questions, do not hesitate to contact me.

Sincerely,

Calvin W. Wood

Calvin Willie Wood, JD

xc: PSC

April 24, 1998

1709

GTE

Sent Via Fax

Attn: Ms. Hendrix

Re: PSC Complaint No. 199022

Dear Ms. Hendrix:

This is to inform you that Mr. Perry tried all afternoon to call me at my camper. He could not get through. Others did. I do not know why this is happening, but I wish to reiterate that I will not consider my phone fixed until Mr. Perry is able to call me on a consistent basis.

If you have any questions, do not hesitate to contact me.

Sincerely,

Calvin W. Wood

Calvin Willie Wood, JD

xc: PSC - Mr. Lennie Fullwood, Jr.
GTE - Mr. Ted Kaiser, Engineer

14

out here that we will not rest until new lines are put in which will afford us minimal service, service we have not been getting. Please tell me how you wish to approach the subject of new lines with us and repair. I keep getting the feeling from dealing with you that all of this is going to end up in court. Being sick gives me plenty of time. I like discovery. However, I wish to use court as a last resort. However, I still have the feeling GTE wishes to continue to take and not give. To be unreasonable because you are a monopoly and big. From what I am finding out, this matter of inadequate service may be the substance of a class action suit.

This is to confirm that I have asked the PSC for an "informal conference". I have asked for a date for the same and I am waiting for a response. I want to exhaust my administrative remedies. By the first of the month, I will ask Governor Childs office to help if we have not received the relief to which we are entitled. That includes providing adequate wiring to serve the area.

Since I am disabled, I cannot get moved back into my home (now my camper) as fast as I used to. However, as quick as I can, I will inform you as to the status of my service. However, for a full evaluation, I will have to have full service restored. I am not willing to pay until I am assured my service is indeed working. I am not sure how we can work this. However, replacing the worn out wires with new ones will go a long way toward easing my mind, as well as the minds of my co-complainants.

I can imagine what a Polk County Jury will say when they find out you are abusing people who not speak the English language very well, people who are elderly and those who are ill and disabled, like myself, while still taking their money. One of your own people told me this Monday that "white" people were not treated this way, but that they got their phones fixed first. I have said this all along. I think this admitted practice should be stopped.

If you have any questions, do not hesitate to contact me.

Sincerely,

Calvin W. Wood

Calvin Willis Wood, JD

cc: PSC

Calvin Willie Wood, J

Phone: (941) 696-2858 (Temp)

P.O. Box 6352

Nearest, FL 33666-6352

May 4, 1998

177

GTE Florida
PO Box 31122
Tampa, FL 33631-3122

Re: PSC Complaint No 199022 and Phone No. (941)696-9542

Gentlemen:

In compliance with the directions with Mr. Leonard Fullwood of the PSC, I am enclosing the full amount due for the above number.

If my problems are not fixed, I intend to contact Governor Chiles office for help upon the occurrence of further problems, either with my own phone or any of the eight neighbors who have joined me on the complaint.

If you have any questions, do not hesitate to contact me.

Sincerely,

Calvin W. Wood

Calvin Willie Wood, JD

xc: Mr. Leonard Fullwood, PSC
Mr. Ted Kaiser, GTE
Ma. Hendrix, GTE

174

May 21, 1998

Senator John Laurent, Dist. 66
250 N. Clark Avenue
Bartow, FL 33830

Attn: Ed Smith

Re: Problems with GTE and the PSC (nine complaints concerning this matter are with the PSC)
Phone number (941)696-9542 & PSC Complaint No. 199022

Dear Sir:

Per your request yesterday, I am sending some of the documentation with GTE and the PSC concerning my problem. There have been scores of phone calls to GTE, including conference calls in trying to resolve the problems.

Briefly, my problems started last May when lightening hit my lines. It took over two weeks to get a reconnection, and service was never properly restored. Disconnects and noisy lines were only part of the problem.

I am a totally and permanently disabled and get a little VA check. My neighbor Mr. Perry, who lives about 3/4 mile away, checks on me daily to see that I am ok as I live alone with no close neighbors. About last October, it became almost impossible for him to reach me. By about early December, he could not reach me. He always got a recording that my phone was disconnected. Much has been blamed on Mr. Perry's phone, but I have heard him invite GTE to come dial my number, but they knew it was not his phone and never came. Mr. Perry informs me he still cannot call me without getting the "disconnect" recording.

I filed a complaint with the PSC, demanding the constitutionally mandated agency hearing. It has never been held. Without notice and hearing, the PSC, by and through Mr. Leonard Fulwood, made a decision that I would have to pay (not escrow as I had offered) the \$651 (my bill usually runs between \$100-200 per month) phone bill. I told him that if I paid, I would not get the service and would be out my money. However, I complied, and now I am out of my \$651 and phone service. As an act of retaliation, they have refused to restore my long distance service. Their computer tells they posted payment on May 9, 1998. I do not have long distance service as of the date of this letter.

The complaints of my neighbors have been mostly ignored, the PSC refusing to call five of the eight who joined my complaint. Some of them I have found out have had problems for nearly two years. Mr. Ted Kaiser, GTE Engineer, told me in two conversations on March 27, 1998, that the wiring was bad in my area, and they did not have enough "Pairs" to fix the problem. This has been confirmed by several workmen GTE sent out.

My phone was originally cut off by the Tornado on March 9, not because I owed the bill,

18

and was not restored by GTE in retaliation for my complaint to the PSC. I believe the tail (GTE) is wagging the dog (PSC). I have never gotten to give the PSC a full complaint and my explanation, because the PSC refuses to hold a hearing as is required by law. All nine of us people on Schaefer Lane has requested a hearing to get relief.

I have said from the beginning that the acts of GTE originate from discrimination. I have stated that specifically for the Schaefer Lane area the discrimination is based on race, (I am Native American and Hispanic), age and disability. Approximately 98% of the people here are one of the three. I qualify under age and race; others also qualify under two categories. I has told by GTE engineer Ted Kaiser that in the "white" subdivision at Saddle Bag Lake, about 2 miles away, GTE is spending over \$700,000 to correct problems there. In fact, one of the repairman said GTE fixed the "rich white peoples" problems quick. Neither GTE nor the PSC have ever denied my allegations of discrimination, raising the presumption that they are true. Like everyone else, they pick on the poor and those who cannot help themselves.

I talked to some people who had problems, and they told me Senator Laurent was good about solving their problems. Therefore I have not contacted Governor Chiles office. I am not asking for too much. I just want consistent phone service, which I have not had for over a year. My neighbors want the same. Since I was not able to live at my house because I never had a phone for almost 6 weeks, several looting occurred, and I lost several thousands of dollars in personal property. I do not know if GTE can be made reimburse me for this or not. Two rooms of Ethan Allen furniture which disappeared in a van will cost about \$10,000 to replace. I was not always disabled and poor.

I would appreciate whatever help you can give me. I am at my wits end, and do not know where to turn. Before I was disabled, I could get around better, but now it is a real problem for me to address issues like this. You have this, my written permission, to have access to any and all PSC and GTE files under this complaint, and may get the same without further request.

If you have any questions, do not hesitate to contact me.

Sincerely,

Calvin W. Wood

Calvin Willie Wood, JD

June 1, 1998

Calvin "Bill" Wood, Complainant

V.

GTE

Florida Public Service Commission
Division of Consumer Affairs
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-8153

Re: Telephone No. (941)696-9542

RECEIVED

JUN 3 9 59 AM '98

ADMINISTRATIVE
MAIL ROOM

RECEIVED

JUN 03 1998

CMU

990861-TL

COMPLAINT AGAINST GTE

1. Complainant has had serious difficulties with his GTE telephone service for over one year;
2. After attempting to get corrections to his service for over 10 months without success, Complainant failed to and still fails to supply Complainant with minimal telephone service;
3. At a prior time, Complainant filed complaint No. 199022 in attempt to solve his problems with GTE and obtain minimal telephone service;
4. Complainant asked PSC Engineer Leonard Fulwood for a ruling whether Complainant could withhold and escrow payment until minimal service was restored;
5. An adverse ruling against Complainant by said Leonard Fulwood conveyed telephonically on May 4, 1998 caused Complainant to pay in full both local and long distance telephone bills, using the money being escrowed;
6. Payment has never been an issue with Complainant, who has had sufficient money to pay the same all the time;
7. On May 4, 1998, Complainant cause to be sent payment in full which was mailed on May 5, 1998 and under normal course of business would have been received by May 6, 1998 at the latest and information from GTE accounting shows payment was posted on May 9, 1998;
8. Long distance service should have been restored by May 11, and was not;
9. That from May 9, 1998, and continuing to date, and in retaliation for Complainant exercising his administrative procedural rights before the PSC, the GTE Company has illegally failed and refused to provide Complainant with long distance access, and still fails to do so, even

20

though Complainant's telephone bill is current and despite PSC employee Leonard Fulwood's assurances that Complainant's long distance service would be restored immediately upon his payment of the escrowed telephone bill monies;

891

10. The following reasons are alleged to be reasons for the illegal failure to provide Complainant with long distance service;

- a. Retaliation for Complainant taking advantage of his administrative due process rights;
- b. Because of Complainant's race, age and disability;
- c. Disaster fraud, prohibited by Federal Law;
- d. The ability of GTE to control Public Service Commission because of it's size and sheer economic clout;

11. PSC employee failed to compel over a period of several weeks to cause GTE to grant Complainant any relief other than make him pay for prior inferior services and continue to be served with less than minimal telephone service;

12. Complainant needs telephone access in order to stay at his home by himself, which was denied for several weeks, causing Complaints house to be looted and loss of contents in an amount of over \$10,000 caused by looting while Complaint was not able to be on the premises and further tore up about 1,500 feet of driveway access to the premises with their trucks;

WHEREFORE, Complainant demands that immediate long distance access be restored him, that minimal telephone service be provided him; that damages be provided for the looting losses, and that ~~his life~~ his life be restored and any ~~and all~~ other damages incurred by the Complainant, whether prior to, current or subsequent be given upon proof thereof, and that an emergency hearing be held upon the same thereby giving Complainant his administrative due process as mandated by the United States Supreme Court and any and all other relief to which the Complainant is entitled.

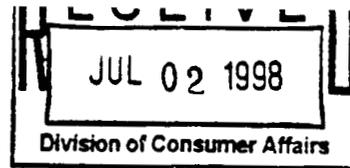
Complaint,

Calvin W. Wood

Calvin "Bill" Wood
PO Box 6352
Nalcrest, FL 33856-6352

21

DIRECTOR OF TRIBAL ADMINISTRATION
COORDINATION PROGRAM SERVICES
PERSONNEL SERVICES
PROGRAM DEVELOPMENT
LEGISLATIVE AFFAIRS
TRIBAL CEREMONIAL OFFICE
COUNCIL



OFFICERS
CHIEF WILLIAM "RATTLESNAKE" JACKSON
Principal Chief
MICHAEL "BLACK HAWK" WILLEFORD
Principal Vice Chief
DAVID "WINDWALKER" WILLEFORD
Orator
JAMES WALKS WITH OLD ONES
O'LOUGHLIN, SR.
Medicine Man
WILLIAM R. ROBERTSON III
Council
CALVIN GROUND SQUIRREL WOOD
Business Agent

AMERICAN CHEROKEE CONFEDERACY
NATIONAL TRIBAL OFFICE
619 Pine Cone Road
Albany, GA 31703-6906
Phone (912) 787-5722

29, 1998

Ms. Beverlee S. DeMello, Director
Florida PSC-Div. Consumer Affairs
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Chief Calvin "Ground Squirrel" Wood
PO Box 6352
Nalcrest, FL 33856-6352

Re: Complaint No. 1990221 - Calvin "Bill" Wood

Dear Ms. DeMello:

I have received the finding of Mr. William D. Talbott, Executive Director. After all the work done, my neighbor, Mr. Perry, who lives about 3/4 mile away from my house, tells me he still cannot reach me by phone upon almost all occasions he tries. He also wants me to let you know he felt insulted by GTE and that he is not a feeble old fool like he believes the GTE people tried to make him look when they came by his house testing his line. He also wants you to know he can dial the telephone as well as anyone, does so regularly, including foreign calls and still cannot get me. I believe him. I do know that if either GTE or the PSC tried to reach me, my phone did not ring during the time period I believe they were at Mr. Perry's.

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.

I further request that I be sent a copy of the regulations which the PSC uses to regulate GTE so I may form a formal response to the Findings of Mr. Talbot.

22

My complaints go back to about May, 1997, and I believe I am due a sizable refund for GTE's failure to provide minimal service.

I further ask for a 20 day extension in order to formally reply to the above findings.

If you have any questions, please do not hesitate to call.

Sincerely,

Calvin W. Wood

Calvin "Ground Squirrel" Wood

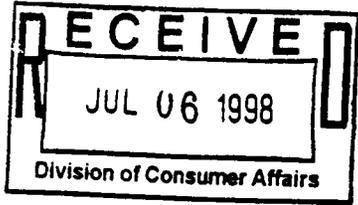
xc: Ms. ^{Hendrix}~~Hunter~~ - GTE
Senator John F. Laurent
250 North Clark Avenue
Bartow, FL 33830

115

23

July 3, 1998

Florida Public Service Commission
Capital Circle Office Center
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850



Re: Complaint No. 199022

Attn: William D. Talbott, Executive Director

Dear Sir:

Yesterday I was talking to a GTE Customer Service Representative. She said that at the same time I was asking the PSC if I could escrow payment, the PSC was directing them to cut off my telephone service if I did not pay.

Please tell me (a) who was that PSC employee who was advising GTE at the same time I was asking them for a ruling, (b) did that PSC employee know of my inquiry as to whether I could escrow payment of my bill, (c) if not, why not, and (d) since I was having the problem, why was I not concurrently advised?

The issue was never the payment of the bill, but the inferior service I was and still am getting from GTE. I am much troubled that both GTE and I would ask the PSC for a ruling, and GTE would get one weeks ahead of mine, to my detriment. Please advise me.

If you have any questions, do not hesitate to contact me.

Sincerely,

Calvin W. Wood

Calvin Willie Wood, JD

xc: Ms. Beverlee S. DeMello
Ms. Hendrix - GTE Customer Service
Senator John F. Laurent

P.O. Box 6352
Nalcrest, FL 33866-6352

August 18, 1998

Mr. John Plescow	Florida Public Service Commission	GTE
Capital Office Center	2540 Shumard Oak Boulevard	POB 31122
2540 Shumard Oak Boulevard	Tallahassee, FL 32399-8153	Tampa FL 3363-0850
Tallahassee, FL 32399-0850		

Re: Complaint No. 199022

Dear Sir:

I take great pleasure in announcing that Schaefer Lane in Lake Wales has been drug, kicking and screaming, into the electronic age. Last Thursday, August 6, 1998, William Perry, my neighbor from 3/4 mile away called me from his house for the first time in months, an accomplishment equivalent to that of Alexander Graham Bell. I am sure I will never know what was wrong, but I am proud of you GTE. Bill Perry is also proud of the second phone he has gotten. He said they are getting better all the time but do you have one that will talk to him?

However, I still believe that the "informal hearing" should take place and so request. I am still waiting for the PSC to send me a copy of the regulations that I requested, and to find out who permitted GTE to cut my phone off, without answering my inquiry as to whether I could escrow the money due, thus letting GTE cut off my phone after months of inadequate service. This kind of mixup should be avoided in the future.

I am also waiting on GTE to send me a copy of their records on my repair history from April 1997 to date. Only today, two trucks with men who said they represented GTE came inspecting the line to my house. They told me that the wiring to my house was put in wrong and would have to be corrected. What do I know? I am not sure whether I am getting all my incoming calls or not. Most of the people I did business with quit calling after finding my phone contineously "disconnected".

With this in mind, I request a prompt meeting. I am sorry that GTE has shown so little good faith in handling my problems making a hearing necessary. Most frustrating is the only communication has been the denial of any problem. Surely, they realize the chance of the problem escalating if they do not settle with me one on one, which they refuse to do. They know how small I am and that they can squash this old Indian man like a fly. The good people out here are evidence of what they have done to the minorities, the elderly and disabled on Schaefer Lane.

Sincerely,

Calvin W. Wood

Calvin Willie Wood, JD

25

Calvin Willie Wood, JD

105

Phone: (941)896-9542

P.O. Box 6352
Tallahassee, FL 32306-6352

September 17, 1998

Mr. John Plescow, Consumer Affairs analyst
Florida Public Service Commission
Division of Consumer Affairs
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Complaint No. 199022I

Dear Mr. Plescow:

Enclosed please find my copy of the dismissal of my complaint. The release goes far beyond the scope of the complaint, so I have signed it "without waiver of rights". I am not willing to waive ANY rights with GTE. As both you and GTE know some of us have been considering a class action for GTE's failure to provide "plain old 'phone service", including contributing to the looting of my house after the March 9, 1998 tornado, and this release would prevent that. I ask you to forward this to GTE for their initials by mine on the addendum.

Otherwise, I ask again for a hearing on this matter. I feel that my rights to due process has violated the Florida Administrative Procedure portion of the Code. Unless I finish my administrative appeals, I feel I may lose rights by going directly to court. Additionally there is evidence that GTE has been given preference in rulings over me, which got my phone disconnected. While I hope none of these matters need to be pursued, I demand I be allowed to protect my rights.

If you have any questions, do not hesitate to contact me.

Sincerely,

Calvin W. Wood

Calvin Willie Wood, JD

(26)

C. W. Wood

Email: bill.wood2@worldnet.att.net

10577 Schaefer Lane
Lake Wales, FL 33853
19370 Collins Avenue #1209
Sunny Isle Beach, FL 33160

Phone: (941)696-9542
Fax: (941)696-8914
Phone: (305)935-0784
Fax: (305)937-4319

65

May 11, 1999

GTE Regulatory and Industry Affairs

Re: PSC Complaint (941)696-9542

Attn: Ms. Debby Kampert

Dear Ms. Kampert:

I talked with Ms Shirley Stokes just before lunch, and I will call her for the hearing. Also, she advised me that in the event we settle, she will need a signed agreement before the hearing.

Therefore, if you wish to persue the settlement agreement, we must do so prior to close of business today. This way, we can fax the signed documents to Ms. Stokes. I will not have access to a fax machine or other than a pay telephone when I am in Tampa tomorrow.

If you have any questions, do not hesitate to call me.

Sincerely,

Calvin W. Wood

C. W. "Bill" Wood, J. D.

27

May 26, 1999

31

Ms. Shirley Ann Stokes
Florida Public Service Commission
Capital Circle Office Center
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Attn: Ms. Stokes

Dear Ms. Stokes:

Thank you for forwarding the material sent to you by GTE. I have looked it over, and am quite concerned that I do not have the material sent to the PSC by GTE. How in the world can I refute their case, if I do not know what they are presenting. The Florida Rules of Administrative Procedure require I be served the same.

I request an extension of time to allow GTE to comply with the Rules and provide me with ALL copies sent to the PSC, and I ask that they be sanctioned for not doing so at a prior time. If you have any problems with this, please contact me at my above address or number. I must wonder why these items were not sent me at a prior time.

If you have any questions, do not hesitate to call me.

Sincerely,

Calvin W. Wood

C. W. "Bill" Wood, J. D.

cc: Debbie Kampert

28

June 3, 1999

Attn: Ms. Shirley Stokes

Ms. Shirley Ann Stokes
Regulatory Supervisor/Consultant
Capital Circle Office Center
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Re: Reply to GTE documents

Dear Ms. Stokes:

I feel I have not feel I have received all the reports GTE has sent the PSC. Therefore, I ask all their reports be discarded and not used. In the event that they are used, I submit they have the following errors:

1. The phone was not fixed until August 8, 1998; [my notes]
2. Even after I paid, I was not reconnected because "there was a stop" placed on my line to prevent it from being cut on (Conversation with GTE Business office)
3. Does not reveal that Mr. Perry's problem was a broken wire at the intersection of Silvio and SR 60 and the end of Schaefer Lane; (GTE Engineer Ted Kiser]
4. Does not mention the written complaint of Ms. Crawford who also got a recording my phone had been disconnected;
5. Does not mention the telephonic complaint of Attorney Frank Buford (talked to T. Kisner);
6. The report of Ted Kisner on 3/27/99 that the pairs they wanted to hook me up to were bad;
7. Multiple complaints that Mr. Perry made that he could not reach me (see No. 3 above);
8. Fails to reflect complaints of eight (8) neighbors who also had long standing complaints about non/defective service to GTE;
9. Your failure to take the neighbors complaints into account, and which show there was a wide spread problem on Schaefer Lane;
10. The reports of numerous sub-contractors that the wiring was so bad that they could repair the lines only temporarily;
11. That I was not promptly reconnected when I paid my bill but was deliberately forced to wait in excess of 3 weeks to have my service restored;
12. That GTE was falsely telling the PSC that they had installed my SECOND PHONE LINE FOR FREE when the same was NOT TRUE. I request disciplinary proceedings be taken against GTE for it's deliberate misconduct of trying to influence the PSC by giving false statements of benefits I had receive from them.

These are only a few of the omissions of what I believe to be a fatally defective report by GTE to the PSC. I request disciplinary proceedings be taken against GTE for it's deliberate misconduct of failing to file accurate reports:

...ing on whether I could make payment until the problem was fixed, allowing GTE some 10 days prior notice that I must pay to avoid cutoff, and allowing my phone to be cut off. I request disciplinary proceedings be taken against GTE for its deliberate misconduct of ex parte conversations with GTE:

71

I am very concerned about the denial of due process in my complaint to the PSC. A hearing which was necessary and needing to be close in time, was not held until some 14 months after the complaint was filed;

That my other complaints concerning misconduct of GTE were summarily dismissed.

The only issue in this matter is how much of the \$25.00 per complaint I was promised by GTE am I entitled to. I feel I am entitled to one for each complaint, since service was not fixed and false reports were filed as to the reasons.

If you have any questions, do not hesitate to call me.

Sincerely,

C. W. Wood

C. W. "Bill" Wood, J. D.

Xc: Deborah Kampert

30

June 8, 1999

Ms. Shirley Ann Stokes
Capital Circle Office Center
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Please note my new address above and use it
in the future.

Re: Your Letter of May 26, 1999

Dear Ms. Stokes:

I received the post conference reports, and now have, as of June 5, 1999 received the reports which look like they are from January 1, 1998. Thank you for sending them.

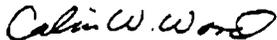
However, I am concerned because the trouble in my relevant case began in about May 1997, and was continuous until August 6, 1998, when it was finally fixed, just before the PSC inspection. I must complain that the PSC has not been given all the relevant records. I ask that GTE be required to produce them with copies to me. It is most difficult not to believe that the acts of GTE are retaliatory in nature.

It is obvious that GTE and the PSC has been in communication for a long time. I think that I should have a reasonable time to respond to ALL the documentation presented. And in light of my total disability, it takes more time to respond than most folks. I think even GTE will admit that my situation was handled badly.

Therefore, I ask for a reasonable time after GTE produces it's 1997 reports to reply. Please advise me.

If you have any questions, do not hesitate to call me.

Sincerely,



C. W. "Bill" Wood, J. D.

XC: Deborah Kampert

31

June 8, 1999

Ms. Shirley Ann Stokes
Capital Circle Office Center
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Your Faxed Letter of June 8, 1999

Dear Ms. Stokes:

Thank you for the above faxed letter. I am sure you have enough documents to proceed in the matter. **However, I submit that complete records should be submitted. This is because so far as I am concerned, the issue is how many \$25.00 telephone credits I am due. And even GTE has admitted at least \$25.00 is due.** And I ask again that GTE submit complete records or tell us they have no more records. This includes any notes of ex parte conversations, etc with the PSC. I further request the files of the PSC relating to matters discussed or documents exchanged during these ex parte meetings. I think ex parte transactions are as bad in agency hearings as in court cases.

Further, I request that no more ex parte transactions take place and that I be allowed to participate in all transactions..

Further, and I mean no personal offense, I request you recuse yourself from this case because of those ex parte hearings. I believe under Florida Agency rules, you have acted improperly and I wish to protect my interest as they may appear.

If you have any questions, do not hesitate to call me.

Sincerely,

Calvin W. Wood

C. W. "Bill" Wood, J. D.

XC: Deborah Kampert

32

C. W. Wood

Email: bill.wood2@worldnet.att.net

10577 Schaefer Lane
Lake Wales, FL 33853

Cherokee Quality....Cherokee Pride

Phone: (941)696-9542
Fax: (941)696-8914

June 15, 1999

Ms. Shirley Ann Stokes
Capital Circle Office Center
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Your Letter of May 26, 1999 - Supplemental

Dear Ms. Stokes:

In addition to the information I asked for in my June 8, 1999 letter, I request disclosure of all ex parte meetings between the PSC and GTE, with copies of notes, tapes, etc if available. Needless to say, I feel at a disadvantage with what had to be a large amount of ex parte communications.

If you have any questions, do not hesitate to call me.

Sincerely,

Calvin W. Wood

C. W. "Bill" Wood, J. D.

XC: Deborah Kampert

117

Mr. Calvin Willie Wood

Page 2

June 17, 1998

- In response to your continued concerns regarding your problem receiving calls, the PSC received an additional report from GTE on April 17, 1998. This report indicated that cable splicing was completed on February 26, 1998, but due to a problem with the cable pairs, there was a delay in connecting your service to the new cable. On March 9, 1998, before that change could be made, your home was destroyed in a tornado. In order to provide you with telephone service, Mr. Jim Farmer of GTE asked you to contact him when you secured other living arrangements.
- On March 23, 1998, Mr. Farmer made a field visit and found that the private road to your residence was barricaded. On March 27, 1998, Ted Kaiser of GTE reached you at the number you had provided. At that time, you told him that your service was disconnected and that you would be renting a place in Highlands and, due to your heart condition, you would be needing telephone service at this location.
- On March 27, 1998, Sandy Henrichs, GTE Executive Assistant, advised you that your service was disconnected, not pertaining to repair issues, but for nonpayment of your GTE bill. Ms. Henrichs also reported that you told her you would not pay the bill until your repair issues were resolved. On April 17, 1998, Ms. Henrichs contacted you and offered to restore your service with toll blocks pending payment of the outstanding bill. Company records indicate that you declined to make payment arrangements. Then, on April 20, 1998, GTE reconnected your service pending the resolution of your complaint filed with the PSC.
- On April 23, 1998, you advised Mr. Lennie Fulwood of the PSC's Division of Communications that you would hold GTE responsible for the looting of your home.
- On May 4, 1998, in response to your request that you be allowed to pay the outstanding charges into an escrow account, Mr. Fulwood advised you that there was no escrow account available. At that time, you agreed to pay the balance in full the next day.
- On May 13, 1998, GTE personnel advised the PSC that you had paid the outstanding bill, and your long distance service would be restored.
- On May 28, 1998, Mr. Fulwood arranged to visit your residence and Mr. Perry's residence to perform tests of the telephone system.
- On May 29, 1998, Mr. Fulwood, along with GTE personnel, conducted line tests at your residence and Mr. Perry's residence. The lines tested satisfactorily at both residences. Mr. Fulwood conducted call completion tests from Mr. Perry's residence to your residence. Mr. Perry attempted to dial your number three times. He dialed the wrong number each time. Mr. Fulwood then completed the call list. Each call was completed as dialed.

~~FOR EXHIBIT ABC @ page 2 of 4~~

2

Mr. Calvin Willie Wood
Page 3
June 17, 1998

118

- On June 3, 1998, Mr. Fulwood informed GTE that your long distance service had not been restored. GTE acknowledged that it had failed to remove the toll block and that it would be removed that day.
- On June 15, 1998, you confirmed that your long distance service had been restored.

While I can appreciate your concern regarding problems receiving calls, it appears that GTE has taken all reasonable actions to ensure that you have received reliable service. Both GTE personnel and PSC personnel have observed Mr. Perry dialing your number incorrectly. Subsequent test calls made from Mr. Perry's home were completed with no problem.

PSC Rule 25-4.113(1), Florida Administrative Code, states, in part:

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:

(f) 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.

• In its April 17, 1998, report to the PSC, GTE said that you had not made a payment since February, and the payment that you did make had been applied to the outstanding balance from your December bill. From this, it appears that GTE has complied with PSC rules in the handling of your account.

Thank you for allowing us the opportunity to review your complaint. If you would like to pursue this matter further, you may request an informal conference. To do so, please make your request in writing within 30 days from the date of this letter and address it to the following:

*Ms. Beverlee S. DeMello, Director
Division of Consumer Affairs
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850*

~~2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850~~

(3)

Mr. Calvin Willie Wood
Page 4
June 17, 1998

119

Again, thank you for the opportunity to address your concerns. If you have any questions, please let us know.

Sincerely,



William D. Talbott
Executive Director

c: Senator John F. Laurent
250 North Clark Avenue
Bartow, FL 33830

Ms. Beverlee S. DeMello, Director
Division of Consumer Affairs

Mr. Walter D'Haeseleer, Director
Director of Communications

~~RECEIVED~~ (4)

STATE OF FLORIDA

Commissioners:
JULIA L. JOHNSON, CHAIRMAN
J. TERRY DEASON
SUSAN F. CLARK
JOE GARCIA
E. LEON JACOBS, JR.



DIVISION OF CONSUMER AFFAIRS
BEVERLEE DEMELLO
DIRECTOR
(850) 413-6100
TOLL FREE 1-800-342-3552

112

Public Service Commission

July 20, 1998

Mr. Bill Wood
P. O. Box 6352
Nalcrest, FL 33856

Dear Mr. Wood:

This is to inform you that the Florida Public Service Commission (PSC) received your letter dated July 3, 1998, requesting an informal conference against GTE Florida Incorporated (GTE). Your case has been assigned to Mr. John Plescow, who will be contacting you in the near future to discuss your case.

If you have any questions, please contact him at 1-800-342-3552, or if you wish, at his direct line 1-850-413-6115.

Sincerely,

A handwritten signature in cursive script that reads "Leroy A. Rasberry".

Leroy A. Rasberry, Chief
Bureau of Complaint Resolution
Division of Consumer Affairs

LAR:ewe

c: GTE Florida Incorporated

5

Commissioners:
 JOE GARCIA, CHAIRMAN
 J. TERRY DEASON
 SUSAN F. CLARK
 JULIA L. JOHNSON
 E. LEON JACOBS, JR.



DIVISION OF CONSUMER AFFAIRS
 BEVERLEE DEMELLO
 DIRECTOR
 (850) 413-6100
 TOLL FREE 1-800-342-3552

16

Public Service Commission

April 16, 1999

Calvin "Bill" Willie Wood, JD
 P.O. Box 6352
 Nalcrest, FL 33856

Dear Mr. Wood:

This is a follow-up to my telephone conversation on April 12, 1999, regarding your informal conference request concerning your complaint against GTE Florida, Inc. (GTE).

As you agreed, I have scheduled the telephone informal conference at 10 a.m. on May 12, 1999. You will confirm your contact telephone number prior to that date. If possible, please do so before May 10, 1999. I have also notified GTE of the conference time and date. However, there isn't anything in the Florida Public Service Commission's rules and regulations that would prohibit a settlement of the complaint prior to an informal conference. Therefore, I have provided GTE with a Settlement Agreement Form.

If you have any questions, please give me a call at our toll-free telephone number 1-800-342-3552 or at my direct line 1-850-413-6125.

Sincerely,

Shirley Ann Stokes
 Regulatory Supervisor/Consultant

SAS:sas

c: GTE Florida, Inc. (Request No. 1990221)

6

STATE OF FLORIDA

Commissioners:
JOE GARCIA, CHAIRMAN
J. TERRY DEASON
SUSAN F. CLARK
JULIA L. JOHNSON
E. LEON JACOBS, JR.



DIVISION OF CONSUMER AFFAIRS
BEVERLEE DEMELLO
DIRECTOR
(850) 413-6100
TOLL FREE 1-800-342-3552

51

Public Service Commission

May 20, 1999

Calvin "Bill" Willie Wood, JD
P.O. Box 6352
Nalcrest, FL 33856

Dear Mr. Wood:

Thank you for your participation during the informal conference on May 12, 1999, regarding your complaint against GTE Florida, Inc. (GTE).

As you requested, I have enclosed copies of GTE's post-conference reports. If you would like to respond to the information, please provide your written comments to me before May 31, 1999. My fax telephone number is 1-850-413-6126, and my E-mail address is sstokes@psc.state.fl.us.

If you have any questions, please give me a call at our toll-free telephone number 1-800-342-3552 or at my direct line 1-850-413-6125.

Sincerely,

Shirley Ann Stokes
Regulatory Supervisor/Consultant

SAS:sas

Enclosures

7

STATE OF FLORIDA

Commissioners:
JOE GARCIA, CHAIRMAN
J. TERRY DEASON
SUSAN F. CLARK
JULIA L. JOHNSON
E. LEON JACOBS, JR.



DIVISION OF CONSUMER AFFAIRS
BEVERLEE DEMELLO
DIRECTOR
(850) 413-6100
TOLL FREE 1-800-342-3552

32

Public Service Commission

May 25, 1999

Calvin "Bill" Willie Wood, JD
P.O. Box 6352
Nalcrest, FL 33856

Dear Mr. Wood:

This is a follow-up to my May 20, 1999, letter regarding post-conference reports from GTE Florida, Inc. (GTE).

I have enclosed additional information from GTE. As I previously requested, please provide your written comments to me before May 31, 1999. My fax telephone number is 1-850-413-6126, and my E-mail address is [sstokes@psc.state.fl.us](mailto:ssokes@psc.state.fl.us). Our toll-free fax telephone number is 1-800-511-0809.

If you have any questions, please give me a call at our toll-free telephone number 1-800-342-3552 or at my direct line 1-850-413-6125.

Sincerely,

A handwritten signature in cursive script that reads "Shirley Ann Stokes".

Shirley Ann Stokes
Regulatory Supervisor/Consultant

SAS:sas

Enclosures

8

STATE OF FLORIDA

Commissioners:
JOE GARCIA, CHAIRMAN
J. TERRY DEASON
SUSAN F. CLARK
JULIA L. JOHNSON
E. LEON JACOBS, JR.



DIVISION OF CONSUMER AFFAIRS
BEVERLEE DEMELLO
DIRECTOR
(850) 413-6100
TOLL FREE 1-800-342-3552

25

Public Service Commission

May 26, 1999

Calvin "Bill" Willie Wood, JD
P.O. Box 6352
Nalcrest, FL 33856

Dear Mr. Wood:

Thank you for your May 26, 1999, letter regarding your complaint against GTE Florida, Inc. (GTE).

You acknowledged receipt of the post-conference reports that I sent to you from GTE. However, you requested that GTE sends you all of its reports regarding your complaint. I have enclosed a copy of the file in its entirety for your review. Additionally, I have granted you an extension until June 4, 1999, to provide me with your written post-conference comments.

If you have any questions, please give me a call at our toll-free telephone number 1-800-342-3552 or at my direct line 1-850-413-6125. My fax telephone number is 1-850-413-6126, and my E-mail address is [sstokes@psc.state.fl.us](mailto:ss Stokes@psc.state.fl.us). Our toll-free fax telephone number is 1-800-511-0809.

Sincerely,

A handwritten signature in cursive script that reads "Shirley Ann Stokes".

Shirley Ann Stokes
Regulatory Supervisor/Consultant

SAS:sas

Enclosures

c: GTE (199022I, letter only)

9

STATE OF FLORIDA

Commissioners:
JOE GARCIA, CHAIRMAN
J. TERRY DEASON
SUSAN F. CLARK
JULIA L. JOHNSON
E. LEON JACOBS, JR.



DIVISION OF CONSUMER AFFAIRS
BEVERLEE DEMELLO
DIRECTOR
(850) 413-6100
TOLL FREE 1-800-342-3552

Public Service Commission

June 8, 1999

FAX AND REGULAR MAIL

Calvin Willie "Bill" Wood, J.D.
10577 Schaefer Lane
Lake Wales, FL 33853

Dear Mr. Wood:

Thank you for your June 8, 1999, letter regarding your complaint against GTE Florida, Inc., (GTE). You noted that a copy of your letter was sent to GTE.

You acknowledged receipt of my May 26, 1999, letter. You also advised me of your new mailing address. Additionally, you stated that since your service trouble began in May 1997 and GTE's report started in January 1998, you don't believe that GTE provided the Public Service Commission (PSC) with all of its records. Therefore, you want GTE to provide its 1997 reports to the PSC with copies to you. After that, you want a "reasonable" time to respond to GTE's 1997 reports.

Although your file includes your information that the service trouble started in 1997 and GTE provided the PSC with copies of its service trouble reports from May 1, 1997, you filed a complaint with the PSC on December 30, 1997. That's why GTE's first report to the PSC's Division of Consumer Affairs was received on January 15, 1998.

Along with my May 26, 1999, letter to you, I sent you a copy of your complaint file in its entirety. GTE's summary trouble report was included with that file, showing a beginning date of May 1, 1997. I believe that I have all the necessary documents to proceed in the complaint handling process of this case. Additionally, you have made it very clear of your complaint concerns as noted in your file and during the informal conference on May 12, 1999.

As you requested during the informal conference, I sent you copies of GTE's post-conference reports on May 20, 1999, and May 25, 1999, prior to sending you a copy of your complaint file. In my May 20, 1999, letter, I asked you to provide me with your written post-conference comments by May 31, 1999. Since you asked for an extension on May 26, 1996, I granted you an extension until June 4, 1999. Your post-conference letters were added to your file. As I explained during the informal conference, all concerns will be thoroughly review in this case.

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

An Affirmative Action/Equal Opportunity Employer

PSC Website: www.scri.net/psc

Internet E-mail: contact@psc.state.fl.us

10

Calvin Willie "Bill" Wood, J.D.

Page 2

June 8, 1999

I agreed with you that the PSC has been in communication with GTE for a long time. We started this process with GTE and you on December 30, 1997, when you filed your complaint. We try to resolve all complaints to the customer's satisfaction.

Since your complaint was not resolved during the informal conference, you will also have the opportunity to participate in an agenda conference in Tallahassee, Florida, in person or by telephone. However, you will be provided with additional information regarding this concern when a recommendation is filed in this case.

If you have any questions, please give me a call at our toll-free telephone number 1-800-342-3552 or at my direct line 1-850-413-6125.

Sincerely,



Shirley Ann Stokes

Regulatory Supervisor/Consultant

SAS:sas

c: GTE Florida, Inc. (Request No. 199022I)

16

COMPLAINTS

Staff	Record	First Name	Contact Person Last Name	Source	Date Received	Initial Contact	Remarks
Lennie Fulwood	4090	CALVIN	WOOD	Consumer	03/27/98	04/01/98	<p>ECTS#2422. Letter sent to GTE on 4/01/98; DD=4/16/98. Cut off due to non-pay. Called GTE prematurely for response talked with Debbie about customers condition as stated 4/15/98.</p> <p>GTE agreed to reestablish service without payment w/toll blocks 4/20 until complaint closed 04/17/98.</p> <p>Called Wood to confirm service. Confirmed service w/o LD and he wanted his LD service. I told him that GTE agreed to give him service until complaint w/o LD unless payment was made. He said he was still having problems rcv calls from Perry 4/23/98. Customer feels GTE is responsible for looting wanted to put money in escrow. I told him I was not aware of escrow I would talk to other engineers and call him next week, but GTE could not be held responsible for looting 5/1/98.</p> <p>Ordered trouble tickets from 5/1/97 to present. GTE says no current trouble found new drop. Called customer informed no escrow, explained LD had nothing to do with local and LD service would be restored in reasonable time after payment Rcvd per GTE, and he agreed to make payment on 5/5/98 5/4/98.</p> <p>Called GTE for pay conf. not rcv must have mailed 5/7/98.</p> <p>Called GTE money was RCV'd. Called Wood said LD not restored. Called GTE back and informed of LD restoration 05/13/98.</p> <p>Talked to Durbin on complaint and he sent me faxes of everything he had 5/15/98.</p> <p>Arranged site test GTE-Wood & Perry residence 05/28/98. Performed loop test @ both residences, call completion test Perry to Woods, tested acceptable. On call completion test, Perry dialed wrong number three times</p>

PSC Exhibit No. 4

①

COMPLAINTS

taff	Record	Contact Person		Source	Date Received	Initial Contact	Remarks
		First Name	Last Name				
							<p>in my presence. Once to his daughters house, twice to wrg #. I asked Perry could I dial the numbers please. He agreed. Completions were 100%. Note: Wood again mentioned no LD service, wanted copy of results, I told him I would mail him a copy 5/29/98.</p> <p>Rcvd fax from GTE on 5/5 with trouble tickets not clear enough called GTE. Debbie says she will have them hand delivered Thursday and we would go over via telephone 06/02/98.</p> <p>Rcvd formal complain for Lack of Ld serv., looting, other from Woods called GTE made them aware of the complaint and lack of LD. Debbie said she would have his service restored soon as possible he never called GTE to let them know. I asked that she call me as soon as service was actually restored 06/03/98.</p> <p>Faxd Debbie complaint rcvd 6/3</p> <p>06/15 mailed Mr. Wood copy of the loop test. Spoke with him on the phone and his long distance has been restored.</p> <p>06/16 turned over summary of Wood complaint to Durbin so he could compose letter to Wood. Complaint closed. 06/15/98</p>
ernie Fulwood	4109	TRACY	SCHNAITMAN	Consumer	03/31/98	04/01/98	<p>ECTS#2441. Verbal agreement with Wayne Tubaugh confirming April 3 work order. And filling of trench regardless if BellSouth dug it or not April 2, 1998. Consumer verified the completion of the work April 6.</p>