



Public Service Commission
-M-E-M-O-R-A-N-D-U-M-

DATE: June 14, 2002
TO: Blanca Bayo, Commission Clerk and Administrative Services Director
FROM: Ray Kennedy, Supervisor
RE: Filing in Docket No. 020460-TX

On June 12, 2002, staff received a response from Florida Telephone Services in Docket No. 020460-TX. The response is attached and should be included in the file for Docket No. 020460-TX.

cc: Lee Fordham, Office of the General Counsel

AUS _____
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DOCUMENT NUMBER-DATE

06211 JUN 14 2002

FPSC-COMMISSION CLERK



Florida Telephone Services

1667 S. Hwy 17-92 Suite 101
Longwood, FL 32750
Office (407) 331-8622
Fax (407) 331-9429

2002 JUN 12 AM 10:54

REGISTRATION
COMPETITIVE SERVICES

June 5, 2002

Ray Kennedy
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399

Response to Docket 020460-TX

Dear Mr. Kennedy:

Florida Telephone Services ("FTS") hereby responds to the above referenced docket filed by the Florida Public Service Commission for apparent violation of Rule 25-4.110(16), F.A.C.

It is FTS' desire to resolve the issues in Docket 020460-TX. As such, FTS offers the following settlement:

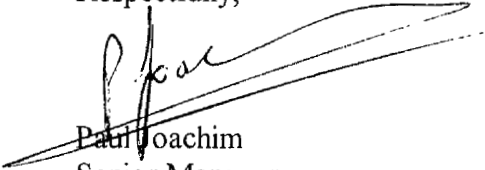
1. No later than July 8, 2002, FTS will:
 - a. Identify by telephone number, all customer lines that have a local preferred carrier (PC) freeze assigned.
 - b. Submit local service requests (LSRs) to the appropriate underlying local exchange company (Sprint, Verizon, BellSouth) to remove all PC freezes.
 - c. Notify all (entire customer database) customers, via billing insert, that FTS no longer places the local PC freeze on its customers' lines. The letter will include an explanation of the local PC freeze and will provide instructions about obtaining a local PC freeze. The letter will clearly state that the option of a local PC freeze is exclusively the right of the customer. A sample letter is provided as Attachment A.
2. No later than July 31, 2002, FTS will provide a written report to the Commission and it will include the following:
 - a. A list of the telephone numbers on which FTS had placed a local PC freeze prior to the removal process.
 - b. The purchase order number, by telephone number, for which FTS submitted an LSR to the underlying carries, to remove the PC freezes.
 - c. A complete list of telephone numbers for customers that have requested a PC freeze in response to FTS' letter identified in 1.c.
3. FTS will use a revised Letter of Agency (LOA), which is provided as Attachment B.

4. FTS will not require a local PC freeze as a condition of service.

We completely understand the serious nature of this issue and the authority of the Commission. As such, FTS requests that the report, including the lists, provided by FTS for review of compliance shall be treated as confidential and not be published in any form whatsoever.

Any consideration from the Florida Public Service Commission would be appreciated.
Thank you very much for your assistance in this matter.

Respectfully,



Paul Joachim
Senior Manager
Florida Telephone Services, LLC
1667 S. Highway 17-92
Suite 101
Longwood, FL 32750

Attachment A



Florida Telephone Services
Your Alternative Phone Company
www.ftstelecom.com

Attention All FTS Customers:

Florida Telephone Services ("FTS") no longer automatically places a Local Service Freeze on its customers' lines.

Local Service Freeze prohibits an unauthorized change of an end-user's local service from one local service provider to another. This option is available to prevent local service slamming.

This freeze is added at the Working Telephone Number (WTN) level so the end-user may choose to freeze one line, several, or all lines on their account. The end-user may request to add or remove the Local Service Freeze at any time.

In the event that you, the Customer, would like a Local Service Freeze on your phone line, you must complete this form and send it back to FTS if you prefer to have a Local Service Freeze on your phone line.

Make sure to fill out the information completely and sign it in order for it to be processed as a valid request.

Customer Name: _____ Customer Phone: _____

I, _____, understand that I am requesting that Florida Telephone Services place a local service freeze on my telephone line(s).

Customer Signature

Date



Florida Telephone Services
Your Alternative Phone Company
www.ftstelecom.com

Attention All FTS Customers:

Florida Telephone Services ("FTS") no longer automatically places a Local Service Freeze on its customers' lines.

Local Service Freeze prohibits an unauthorized change of an end-user's local service from one local service provider to another. This option is available to prevent local service slamming.

This freeze is added at the Working Telephone Number (WTN) level so the end-user may choose to freeze one line, several, or all lines on their account. The end-user may request to add or remove the Local Service Freeze at any time.

In the event that you, the Customer, would like a Local Service Freeze on your phone line, you must complete this form and send it back to FTS if you prefer to have a Local Service Freeze on your phone line.

Make sure to fill out the information completely and sign it in order for it to be processed as a valid request.

Customer Name: _____ Customer Phone: _____

I, _____, understand that I am requesting that Florida Telephone Services place a local service freeze on my telephone line(s).

Customer Signature

Date



Florida Telephone Services
Your Alternative Phone Company

ATTACHMENT B

Florida Telephone Services
1667 S. Hwy 17-92, Suite 101
Longwood, FL 32750-6542
www.ftstelecom.com

Fax # (407) 331-9429

**Customer must call within
24 hours to confirm this order
(407) 331-8622 ext 712
Or toll free 1-888-846-2999 ext 712**

AGENT ORDER DATE	AGENT COMPANY NAME	FTS PON	FTS CUSTOMER ACCOUNT #
FTS SERVICE START DATE	AGENT'S EMPLOYEE NAME	FTS CARRIER	FTS ASSIGNED TELEPHONE NUMBER

RESIDENTIAL SERVICE ADDRESS

BILLING ADDRESS IF DIFFERENT TO SERVICE ADDRESS

FIRST NAME	LAST NAME	FIRST NAME	LAST NAME
ADDRESS		ADDRESS	
APARTMENT / LOT #		APARTMENT #	APARTMENT NAME
CITY	STATE	ZIP	CITY
		STATE	ZIP
COUNTY	PREVIOUS PHONE # () - ()	CONTACT PHONE # () - ()	WORK # () - ()
			WIRELESS PHONE # () - ()

Service Package

Monthly Rate Plan

Notes

<input type="checkbox"/> \$89.95 Activation includes Free Month	Your monthly rate will be \$29.95 + taxes (\$41)	The best plan to keep your bill low.
<input type="checkbox"/> \$69.95 Activation includes Free Month	Your monthly rate will be \$39.95 + taxes (\$51)	Long distance included with all our plans
<input type="checkbox"/> FREE when you switch your phone service to FTS	Your monthly rate will be \$29.95 + taxes (Requires first month payment of \$41.00 which includes taxes)	Current service must be working for at least 7 business days to allow FTS to switch service.

CHOOSE FEATURE

PAY ACTIVATION FEE

Please Note the following conditions

<input type="checkbox"/> CALL WAITING (\$6.00 / Month) Beeps when another party is calling	\$6.00	\$
<input type="checkbox"/> CALLER ID / NAME (\$14.00 / Month) Displays name & number of calling party	\$25.00	\$
<input type="checkbox"/> 3 WAY CALLING (\$6.00 / Month) Talk to 2 other people at the same time	\$6.00	\$
<input type="checkbox"/> NONPUBLISHED # (\$6.00 / Month) Name does not appear in phone book & 411	\$6.00	\$
<input type="checkbox"/> CALL FORWARDING (\$6.00 / Month) Forward your calls to another number	\$6.00	\$
<input type="checkbox"/> CALL RETURN (\$6.00 / Month) (*69) - Dial the last party that called	\$6.00	\$
<input type="checkbox"/> Moving Charge For FTS customers moving from one address to another	\$40.00	\$
Reactivation Fee (For FTS customers reactivating only)		\$
Other		\$
Non-Refundable Activation Fee		\$
Total due today		\$
Amount (the agent) paid to FTS for activation		\$

Your service will be activated within 3 to 7 business days after FTS receives payment.

First bill will be sent within one week of being activated. This bill is for one month in advance and will include a prorate amount.

FTS will block the following services.

- 1) All operator calls including but not limited to 611 & 411
- 2) All third party and collect calls
- 3) All toll, extended calling area and long distance calls
- 4) Any and all other features & services that will incur a toll charge.

- * FTS is not responsible for damaged internal wiring or installation of telephone jacks in your house or apartment. Service is only provided to the phone box (demarc) usually located outside the house or apartment complex.
- * Features added after service is activated will require an additional **service fee of \$30 plus** the feature activation fee.
- * This agent location is an activation center ONLY. Any questions must be directed to the FTS customer care center.

ACCEPTED BY AUTHORIZED AGENT OF FTS

X _____
AGENT SIGNATURE

The undersigned hereby applies for the specific telephone and related services and acknowledges the accuracy of the information provided. Customer acknowledges that ongoing service of this agreement will be at the above rates which are subject to change at any time. Customer also agrees that FTS will disconnect service if full payment is not made by due date.

X _____
CUSTOMER SIGNATURE DATE

FREE!
Long Distance

*Included every month**

FREE!
Internet Access

*Included every month**

*Limited long distance good for use in the U.S. will be given only after bill is sent out and full payment is made by the due date. Free limited internet access provided where available. Some restrictions apply. May be discontinued at any time. No Cash value. Call (407) 331-8622 ext 701 for full details.

This Agreement, when signed by the customer and accepted by Florida Telephone Services, LLC. shall become a valid and binding contract between the customer and Florida Telephone Services, (FTS) and customer agrees to pay all costs, including attorney and/or collection fees incurred in collecting any and all amounts past due under this contract. THIS WRITING REPRESENTS ALL TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN FLORIDA TELEPHONE SERVICES AND CUSTOMER AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE MADE. CUSTOMER AGREES TO HOLD HARMLESS FLORIDA TELEPHONE SERVICES, ITS OFFICERS, EMPLOYEES AND AGENTS, AGAINST ANY CLAIMS THAT MAY ARISE FROM DAMAGES AS A RESULT OF DISRUPTION OF SERVICE FOR ANY REASON WHATSOEVER, INCLUDING BUT NOT LIMITED TO ACCESS TO E911 SERVICES AND NONPAYMENT FROM AGENTS