



Public Service Commission
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DATE: JUNE 27, 2002

TO: DIRECTOR, DIVISION OF THE COMMISSION ADMINISTRATIVE SERVICES (BAYÓ)

FROM: DIVISION OF COMPETITIVE MARKETS & ENFORCEMENT (KENNEDY) OFFICE OF THE GENERAL COUNSEL (L. FORDHAM) *c.f.f. DC*

RE: DOCKET NO. 020460-TX - COMPLIANCE INVESTIGATION OF FLORIDA TELEPHONE SERVICES, LLC FOR APPARENT VIOLATION OF RULE 25-4.110(16), F.A.C., CUSTOMER BILLING FOR LOCAL EXCHANGE TELECOMMUNICATIONS COMPANIES.

AGENDA: 07/09/2002 - REGULAR AGENDA - PROPOSED AGENCY ACTION - INTERESTED PERSONS MAY PARTICIPATE

CRITICAL DATES: NONE

SPECIAL INSTRUCTIONS: NONE

FILE NAME AND LOCATION: S:\PSC\CMP\WP\020460.RCM

CASE BACKGROUND

- October 8, 1997 - Florida Telephone Services, LLC (FTS) obtained Florida Public Service Commission alternative local exchange company (ALEC) Certificate No. 5235.
- August 24, 2000 - Staff opened Consumer Affairs Tracking System (CATS) Case No. 332262T based upon Mr. Michael Servos', President, Excelink Communications, Inc., claim that FTS places freezes on customers' local service without the customers' authorization. During a telephone conversation, staff discussed the local service freeze issue with Ms. Carol Campbell, Finance Director, FTS. As follow-up, staff mailed a certified letter (Attachment A) to Mr. Paul B. Joachim, FTS' liaison listed in the Master Commission Directory.

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DATE: June 27, 2002

- September 1, 2000 - Staff received a letter (Attachment B) from FTS dated August 30, 2000, in which Ms. Campbell states that the company has ceased adding local service freezes on customers' lines, pending staff's approval of FTS' Customer Service Order.
- September 19, 2000 - Staff mailed correspondence (Attachment C) to FTS recommending changes to its Customer Service Order. In followup conversations with Ms. Campbell, staff understood that FTS had modified its Customer Service Order such that the customer was given full autonomy regarding selection of the local service freeze option.
- October 11, 2000 - Satisfied that FTS had modified its Customer Service Order and had stopped placing unauthorized local service freezes on customers' lines, staff closed CATS Case No. 332262T.
- January 10 through May 14, 2002 - Customers have filed 21 complaints against FTS. The customers expressed concern about the company's action of placing local service freezes on their lines, the company's unwillingness to remove local service freezes, and the company's disconnection of local service resulting in the customers' inability to retain the same phone number.
- April 8, 2002 - Staff telephoned FTS and spoke to Ms. Bridget Derr regarding the significant number of customer complaints directed at FTS about local service freezes. FTS faxed staff a copy of its current Customer Service Order (Attachment D). Ms. Derr explained that the Customer Service Order was recently modified and she believed that an older version of its Customer Service Order may have been inadvertently used to generate the current version of the document.
- April 12, 2002 - General Counsel faxed a letter (Attachment E) to the company advising that a local service freeze cannot be required as a condition for providing local service and that unauthorized local service freezes should be removed and customers notified that a freeze is available should they desire it.
- April 29, 2002 - Staff received FTS' facsimile response (Attachment F) to General Counsel's April 12, 2002, letter.

In its response, FTS states that as of March 15, 2002, the company does not place a freeze on an active line unless the customer requests it. FTS also provides that it modified its activation form to make the option of having a freeze on a line more clear to the customer.

- May 20, 2002 - Via e-mail to FTS, staff requested a copy of the modified activation form and questioned if the local service freezes had been removed from current customers' accounts, and if not, when.
- May 21, 2002 - Staff called Ms. Derr at FTS requesting a response to the May 20, 2002, e-mail. Ms. Derr stated that she would fax the modified activation form, which was later received by staff (Attachment G). Ms. Derr explained that the company did not remove all the freezes due to lack of staff, to conduct the research on affected accounts, and costs associated with placing change orders to remove the freezes. Staff advised Ms. Derr to respond via e-mail with the explanation of why the local service freezes had not been removed. Ms. Derr submitted an e-mail response (Attachment H). Staff initiated this Docket to investigate FTS' apparent violation of Rule 25-4.110(16), Florida Administrative Code, Customer Billing for Local Exchange Telecommunications Companies.
- June 12, 2002 - The Division of Competitive Markets and Enforcement received FTS' response (Attachment I), dated June 5, 2002, offering to settle the issues in this docket.

The Florida Public Service Commission is vested with jurisdiction over this matter pursuant to Sections 364.285, 364.337 and 364.603, Florida Statutes. Accordingly, staff believes the following recommendations are appropriate.

DISCUSSION OF ISSUES

ISSUE 1: Should the Commission accept the settlement offer proposed by Florida Telephone Services, LLC to resolve the apparent violations of Rule 25-4.110(16), Florida Administrative Code?

RECOMMENDATION: Yes. Staff recommends that the Commission should accept Florida Telephone Services, LLC's settlement offer to resolve the apparent violations of Rule 25-4.110(16), Florida Administrative Code. **(Kennedy/ L. Fordham)**

STAFF ANALYSIS: Staff interprets Section 364.603, Florida Statutes, and Rule 25-4.110(16), Florida Administrative Code, to mean that a preferred carrier (PC) freeze is the customers' option, not the service providers' option. Section 364.603, Florida Statutes, Methodology for changing telecommunications provider, states in part:

...provide for the notification to subscribers of the ability to freeze the subscriber's choice of carriers at no charge...

Rule 25-4.110(16), Florida Administrative Code, which implements the Section 364.603, Florida Statutes, identified above, states:

(16) Companies that bill for local service must provide notification with the customer's first bill or via letter, and annually thereafter that a PC Freeze is available. Existing customers must be notified annually that a PC Freeze is available.

As presented in the Case Background, staff has received numerous complaints from customers and several complaints from other certificated ALECs regarding FTS' practice of placing PC freezes on customers lines. Staff believes that FTS, by requiring a PC freeze as a condition of service, is operating in apparent violation of Rule 25-4.110(16), Florida Administrative Code. Staff encouraged the company to voluntarily remove all unauthorized local service freezes without success. Thus, staff established this docket to investigate FTS' apparent violations of Rule 25-4.110(16).

After this docket was opened, FTS initiated negotiations with staff to identify measures to resolve the apparent violations of Rule 25-4.110(16), Florida Administrative Code. As a result, FTS has proposed the following:

1. No later than July 8, 2002, the company will:
 - a. identify all customer lines that have a local PC Freeze assigned,
 - b. submit requests to the underlying local exchange companies to have all local PC Freezes removed, and
 - c. in the form of a billing insert, notify all customers that a local PC Freeze is available, provide instructions about obtaining a local PC Freeze, and state that the local PC Freeze is the exclusive right of the customer.
2. No later than July 31, 2002, the company will provide a report to the Commission to include:
 - a. a list of customer telephone numbers on which the company had placed a local PC Freeze,
 - b. the purchase order number of requests submitted to underlying carriers to have the local PC Freezes removed, and
 - c. a list of telephone numbers for customers that have requested a local PC Freeze in response to FTS' billing insert identified in 1.c.
3. Implement use of a revised letter of agency.
4. No longer require a local PC Freeze as a condition of service.

Staff believes that the corrective measures proposed by FTS will adequately resolve the issues in this docket. The report that FTS proposes to submit to the Commission by July 31, 2002, will provide staff with the necessary data to verify that the company has complied with the terms and conditions of its settlement proposal. Staff also notes and supports FTS' request that the Commission treat the list of telephone numbers, included in its report, as confidential. Accordingly, such report should be filed pursuant to Rule 25-22.006(5), Florida Administrative Code.

Based on the above, staff recommends that the Commission should accept Florida Telephone Services, LLC's settlement offer to resolve the apparent violations of Rule 25-4.110(16), Florida Administrative Code. If the Proposed Agency Action Order is not

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protested within 21 calendar days of issuance, the Commission's order will become final upon issuance of the Consummating Order.

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ISSUE 2: Should this docket be closed?

RECOMMENDATION: If no person, whose substantial interests are affected by the Commission's proposed action, files a protest of the Commission's decision on Issue 1 within the 21 day protest period, the Commission's Proposed Agency Action Order will become final upon issuance of a Consummating Order. If the Commission's Order is not protested, FTS will have until July 31, 2002, to submit a written report to the Commission demonstrating that it has complied with the provisions of its settlement proposal. If staff determines that FTS has complied with the provisions of the Commission's Order, then this docket should be closed administratively. If FTS fails to demonstrate that it has complied with the provisions of the Commission's Order, this docket should remain open pending further proceedings. **(FORDHAM)**

STAFF ANALYSIS: If no person, whose substantial interests are affected by the Commission's proposed action, files a protest of the Commission's decision on Issue 1 within the 21 day protest period, the Commission's Proposed Agency Action Order will become final upon issuance of a Consummating Order. If the Commission's Order is not protested, FTS will have until July 31, 2002, to submit a written report to the Commission demonstrating that it has complied with the provisions of its settlement proposal. If staff determines that FTS has complied with the provisions of the Commission's Order, then this docket should be closed administratively. If FTS fails to demonstrate that it has complied with the provisions of the Commission's Order, this docket should remain open pending further proceedings.

Commissioners:
J. TERRY DEASON, CHAIRMAN
E. LEON JACOBS, JR.
LILA A. JABER



DIVISION OF COMPETITIVE SERVICES
WALTER D'HAESELEER
DIRECTOR
(850) 413-6600

Public Service Commission

August 24, 2000

CERTIFIED MAIL

Mr. Paul B. Joachim
Florida Telephone Services, LLC
696 East Altamonte Drive, Suite 4
Altamonte Springs, Florida 32701-4808

Re: Local Service Freeze

Dear Mr. Joachim:

This letter is provided as a follow-up to a conversation I had with Ms. Campbell of Florida Telephone Services, LLC. The purpose of my call was to discuss a problem regarding one customer who was attempting to change local service providers and was disconnected by Florida Telephone Services, LLC. Ms. Campbell was investigating this particular case, however, there appears to be a broader issue that Florida Telephone Services, LLC needs to address.

As a way of background, I have recently received an increase in the number of inquiries from customers and alternative local exchange companies (ALECs). Specifically, ALECs have contacted Public Service Commission staff to report problems that they and their potential customers are experiencing with other ALECs. The nature of the inquiries is that a customer, subscribed to one ALEC, experiences difficulty when attempting to change his local service to a competing ALEC. When the acquiring ALEC submits an order to the local exchange company, the order is not honored because the serving ALEC has placed a freeze on the customer's service.

Customers have stated that when they have called the serving ALEC to have the freeze lifted, they have been told that the only thing the company can do is disconnect service. When this happens, the customer may be without service for several days and they can not obtain the same phone number from the new ALEC.

I am sure that you are aware that a customer in Florida may voluntarily choose to place a restriction on the service to prevent an unauthorized change. I have included Rule 25-4.110, Florida Administrative Code, Customer Billing for Local Exchange Telecommunications Companies in this correspondence. Specifically, section 16 of Rule 25-4.110, Florida Administrative Code, states:

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(16) Companies that bill for local service must provide notification with the customer's first bill or via letter, and annually thereafter that a PC Freeze is available. Existing customers must be notified annually that a PC Freeze is available.

The intent of section 16 of Rule 25-4.110, Florida Administrative Code, is that customer's have the option to request a freeze for the service provided by their carrier of choice. This rule does not authorize the serving ALEC, at its own discretion, to place a freeze on the customer's service. I was advised by Ms. Campbell that Florida Telephone Services, LLC does, as a matter of common practice, place freezes on customers' service. By so doing, Florida Telephone Services, LLC is violating Rule 25-4.110 (16), Florida Administrative Code.

To remedy this situation, Florida Telephone Services, LLC should immediately remove freezes on those accounts for which the customers have not specifically requested a freeze. Should Florida Telephone Services, LLC fail to do so, it may be subject to legal action.

Please provide a written response describing the actions taken to resolve this matter. Your response should be submitted to me no later than September 8, 2000. Should you have any questions, I can be reached at 850-413-6584.

Sincerely,



Ray Kennedy
Bureau of Service Quality

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25-4.110 Customer Billing for Local Exchange Telecommunications Companies.

(1) Each company shall issue bills monthly or may offer customers a choice of billing intervals that includes a monthly billing interval.

(2) Six months after the effective date of this rule, each billing party shall set forth on the bill all charges, fees, and taxes which are due and payable.

(a) There shall be a heading for each originating party which is billing to that customer account for that billing period. The heading shall clearly and conspicuously indicate the originating party's name. If the originating party is a certificated telecommunications company, the certificated name must be shown. If the originating party has more than one certificated name, the name appearing in the heading must be the name used to market the service.

(b) The toll-free customer service number for the service provider or its customer service agent must be conspicuously displayed in the heading, immediately below the heading, or immediately following the list of charges for the service provider. For purposes of this subparagraph, the service provider is defined as the company which provided the service to the end user. If the service provider has a customer service agent, the toll-free number must be that of the customer service agent and must be displayed with the service provider's heading or with the customer service agent's heading, if any. For purposes of this subparagraph, a customer service agent is a person or entity that acts for any originating party pursuant to the terms of a written agreement. The scope of such agency shall be limited to the terms of such written agreement.

(c) Each charge shall be described under the applicable originating party heading.

(d) 1. Taxes, fees, and surcharges related to an originating party heading shall be shown immediately below the charges described under that heading. The terminology for Federal Regulated Service Taxes, Fees, and Surcharges must be consistent with all FCC required terminology.

2. The billing party shall either:

a. Identify Florida taxes and fees applicable to charges on the customer's bill as (including but not limited to) "Florida gross receipts tax," "Franchise fees," "Municipal utility tax," and "Sales tax," and identify the assessment base and rate for each percentage based tax, fee, and surcharge, or

b.(i) Provide a plain language explanation of any line item and applicable tax, fee, and surcharge to any customer who contacts the billing party or customer service agent with a billing question and expresses difficulty in understanding the bill after discussion with a service representative.

(ii) If the customer requests or continues to express difficulty in understanding the explanation of the authority, assessment base or rate of any tax, fee or surcharge, the billing party shall provide an explanation of the state, federal, or local authority for each tax, fee, and surcharge; the line items which comprise the assessment base for each percentage based tax, fee, and surcharge; or the rate of each state, federal, or local tax, fee, and surcharge consistent with the customer's concern. The billing party or customer service agent shall provide this information to the customer in writing upon the customer's request.

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(e) If each recurring charge due and payable is not itemized, each bill shall contain the following statement:

"Further written itemization of local billing available upon request."

(3) Each LEC shall provide an itemized bill for local service:

(a) With the first bill rendered after local exchange service to a customer is initiated or changed; and

(b) To every customer at least once each twelve months.

(4) The annual itemized bill shall be accompanied by a bill stuffer which explains the itemization and advises the customer to verify the items and charges on the itemized bill. This bill stuffer shall be submitted to the Commission's Division of Telecommunications for prior approval. The itemized bill provided to residential customers and to business customers with less than ten access lines per service location shall be in easily understood language. The itemized bill provided to business customers with ten or more access lines per service location may be stated in service order code, provided that it contains a statement that, upon request, an easily understood translation is available in written form without charge. An itemized bill shall include, but not be limited to the following information, separately stated:

(a) Number and types of access lines;

(b) Charges for access to the system, by type of line;

(c) Touch tone service charges;

(d) Charges for custom calling features, separated by feature;

(e) Unlisted number charges;

(f) Local directory assistance charges;

(g) Other tariff charges;

(h) Other nontariffed, regulated charges contained in the bill;

(5) All bills rendered by a local exchange company shall clearly state the following items:

(a) Any discount or penalty. The originating party is responsible for informing the billing party of all such penalties or discounts to appear on the bill, in a form usable by the billing party;

(b) Past due balance;

(c) Items for which nonpayment will result in disconnection of the customer's basic local service, including a statement of the consequences of nonpayment;

(d) Long-distance monthly or minimum charges, if included in the bill;

(e) Long-distance usage charges, if included in the bill;

(f) Usage-based local charges, if included in the bill;

(g) Telecommunications Access System Surcharge, per Rule 25-4.160(3);

(h) "911" fee per Section 365.171(13), Florida Statutes; and

(i) Delinquent date.

(6) 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

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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.

(7)(a) Bills shall not be considered delinquent prior to the expiration of 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 times greater than the subscriber's average usage as reflected on the monthly bills for the three months prior to the current bill, or, in the case of a new customer who has been receiving service for less than four months, where the toll service is twice the estimated monthly toll service; or

3. Where the company has reason to believe that a business subscriber is about to go out of business or that bankruptcy is imminent for that subscriber.

(b) The demand for immediate payment shall be accompanied by a bill which itemizes the charges for which payment is demanded, or, if the demand is made orally, an itemized bill shall be mailed or delivered to the customer within three days after the demand is made.

(c) If the company cannot present an itemized bill, it may present a summarized bill which includes the customer's name and address and the total amount due. However, a customer may refuse to make payment until an itemized bill is presented. The company shall inform the customer that he may refuse payment until an itemized bill is presented.

(8) Each telephone company shall include a bill insert advising each subscriber of the directory closing date and of the subscriber's opportunity to correct any error or make changes as the subscriber deems necessary in advance of the closing date. It shall also state that at no additional charge and upon the request of any residential subscriber, the exchange company shall list an additional first name or initial under the same address, telephone number, and surname of the subscriber. The notice shall be included in the billing cycle closest to 60 days preceding the directory closing date.

(9) Annually, each telephone company shall include a bill insert advising each residential subscriber of the option to have the subscriber's name placed on the "No Sales Solicitation" list maintained by the Department of Agriculture and Consumer Services, Division of Consumer Services, and the 800 number to contact to receive more information.

(10) Where any undercharge in billing of a customer is the result of a company mistake, the company may not backbill in excess of 12 months. Nor may the company recover in a ratemaking proceeding, any lost revenue which inures to the company's detriment on account of this provision.

(11) Franchise fees and municipal telecommunications taxes.

(a) When a municipality charges a company any franchise fee, or municipal telecommunications tax authorized by Section 166.231, Florida Statutes, the company may collect that fee only from its subscribers receiving service within that municipality. When a county charges a company any franchise fee, the company may collect that fee only from its subscribers receiving service within that county.

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(b) A company may not incorporate any franchise fee or municipal telecommunications tax into its other rates for service.

(c) This subsection shall not be construed as granting a municipality or county the authority to charge a franchise fee or municipal telecommunications tax. This subsection only specifies the method of collection of a franchise fee, if a municipality or county, having authority to do so, charges a franchise fee or municipal telecommunications tax.

(12)(a) When a company elects to add the Gross Receipts Tax onto the customer's bill as a separately stated component of that bill, the company must first remove from the tariffed rates any embedded provisions for the Gross Receipts Tax.

(b) If the tariffed rates in effect have a provision for gross receipts tax, the rates must be reduced by an amount equal to the gross receipts tax liability imposed by Chapter 203, Florida Statutes, thereby rendering the customer's bill unaffected by the election to add the Gross Receipts Tax as a separately stated tax.

(c) This subsection shall not be construed as a mandate to elect to separately state the Gross Receipts Tax. This subsection only specifies the method of applying such an election.

(d) All services sold to another telecommunications vendor, provided that the applicable rules of the Department of Revenue are satisfied, must be reduced by an amount equal to the gross receipts tax liability imposed by Chapter 203, Florida Statutes, unless those services have been adjusted by some other Commission action.

(e) When a nonrate base regulated telecommunications company exercises the option of adding the gross receipts tax as a separately stated component on the customer's bill then that company must file a tariff indicating such.

(13) Each LEC shall apply partial payment of an end user/customer bill first towards satisfying any unpaid regulated charges. The remaining portion of the payment, if any, shall be applied to nonregulated charges.

(14) All bills produced shall clearly and conspicuously display the following information for each service billed in regard to each company claiming to be the customer's presubscribed provider for local, local toll, or toll service:

- (a) The name of the certificated company;
- (b) Type of service provided, i.e., local, local toll, or toll; and
- (c) A toll-free customer service number.

(15) This section applies to LECs that provide transmission services or bill and collect on behalf of Pay Per Call providers. Pay Per Call services are defined as switched telecommunications services between locations within the State of Florida which permit communications between an end use customer and an information provider's program at a per call charge to the end user/customer. Pay Per Call services include 976 services provided by the LECs and 900 services provided by interexchange carriers.

(a) Charges for Pay Per Call service (900 or 976) shall be segregated from charges for regular long distance or local charges by appearing separately under a heading that reads as follows: "Pay Per Call (900 or 976) nonregulated charges." The following information shall be

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clearly and conspicuously disclosed on each section of the bill containing Pay Per Call service (900 or 976) charges:

1. Nonpayment of Pay Per Call service (900 or 976) charges will not result in disconnection of local service;

2. End users/customers can obtain free blocking of Pay Per Call service (900 or 976) from the LEC;

3. The local or toll-free number the end user/customer can call to dispute charges;

4. The name of the IXC providing 900 service; and

5. The Pay Per Call service (900 or 976) program name.

(b) Pay Per Call Service (900 and 976) Billing. LECs and IXCs who have a tariff or contractual relationship with a Pay Per Call (900 or 976) provider shall not provide Pay Per Call transmission service or billing services, unless the provider does each of the following:

1. Provides a preamble to the program which states the per minute and total minimum charges for the Pay Per Call service (900 and 976); child's parental notification requirement is announced on preambles for all programs where there is a potential for minors to be attracted to the program; child's parental notification requirement in any preamble to a program targeted to children must be in language easily understandable to children; and programs that do not exceed \$3.00 in total charges may omit the preamble, except as provided in Section (11)(b)3.;

2. Provides an 18-second billing grace period in which the end user/customer can disconnect the call without incurring a charge; from the time the call is answered at the Pay Per Call provider's premises, the preamble message must be no longer than 15 seconds. The program may allow an end user/customer to affirmatively bypass a preamble;

3. Provides on each program promotion targeted at children (defined as younger than 18 years of age) clear and conspicuous notification, in language understandable to children, of the requirement to obtain parental permission before placing or continuing with the call. The parental consent notification shall appear prominently in all advertising and promotional materials, and in the program preamble. Children's programs shall not have rates in excess of \$5.00 per call and shall not include the enticement of a gift or premium;

4. Promotes its services without the use of an autodialer or broadcasting of tones that dial a Pay Per Call (900 and 976) number;

5. Prominently discloses the additional cost per minute or per call for any other telephone number that an end user/customer is referred to either directly or indirectly;

6. In all advertising and promotional materials, displays charges immediately above, below, or next to the Pay Per Call number, in type size that can be seen as clearly and conspicuously at a glance as the Pay Per Call number. Broadcast television advertising charges, in Arabic numerals, must be shown on the screen for the same duration as the Pay Per Call number is shown, each time the Pay Per Call number is shown. Oral representations shall be equally as clear;

7. Provides on Pay Per Call services that involve sales of products or merchandise clear preamble notification of the price that will be incurred if the end user/customer stays on the line, and a local or toll free number for consumer complaints; and

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8. Meets internal standards established by the LEC or IXC as defined in the applicable tariffs or contractual agreement between the LEC and the IXC; or between the LEC/IXC and the Pay Per Call (900 or 976) provider which when violated, would result in the termination of a transmission or billing arrangement.

(c) Pay Per Call (900 and 976) Blocking. Each LEC shall provide blocking where technically feasible of Pay Per Call service (900 and 976), at the request of the end user/customer at no charge. Each LEC or IXC must implement a bill adjustment tracking system to aid its efforts in adjusting and sustaining Pay Per Call charges. The LEC or IXC will adjust the first bill containing Pay Per Call charges upon the end user's/ customer's stated lack of knowledge that Pay Per Call service (900 and 976) has a charge. A second adjustment will be made if necessary to reflect calls billed in the following month which were placed prior to the Pay Per Call service inquiry. At the time the charge is removed, the end user/customer may agree to free blocking of Pay Per Call service (900 and 976).

(d) Dispute resolution for Pay Per Call service (900 and 976). Charges for Pay Per Call service (900 and 976) shall be automatically adjusted upon complaint that:

1. The end user/customer did not receive a price advertisement, the price of the call was misrepresented to the consumer, or the price advertisement received by the consumer was false, misleading, or deceptive;

2. The end user/customer was misled, deceived, or confused by the Pay Per Call (900 or 976) advertisement;

3. The Pay Per Call (900 or 976) program was incomplete, garbled, or of such quality as to render it inaudible or unintelligible, or the end user/customer was disconnected or cut off from the service;

4. The Pay Per Call (900 and/or 976) service provided out-of-date information; or

5. The end user/customer terminated the call during the preamble described in 25-4.110(11)(b)2., but was charged for the Pay Per Call service (900 or 976).

(e) If the end user/customer refuses to pay a disputed Pay Per Call service (900 or 976) charge which is subsequently determined by the LEC to be valid, the LEC or IXC may implement Pay Per Call (900 and 976) blocking on that line.

(f) Credit and Collection. LECs and IXCs billing Pay Per Call (900 and 976) charges to an end user/customer in Florida shall not:

1. Collect or attempt to collect Pay Per Call service (900 or 976) charges which are being disputed or which have been removed from an end user's/customer's bill; or

2. Report the end user/customer to a credit bureau or collection agency solely for non-payment of Pay Per Call (900 or 976) charges.

(g) LECs and IXCs billing Pay Per Call service (900 and 976) charges to end users/customers in Florida shall implement safeguards to prevent the disconnection of phone service for non-payment of Pay Per Call (900 or 976) charges.

(16) Companies that bill for local service must provide notification with the customer's first bill or via letter, and annually thereafter that a PC Freeze is available. Existing customers must be notified annually that a PC Freeze is available.

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(17) The customer must be given notice on the first or second page of the customer's next bill in conspicuous bold face type when the customer's presubscribed provider of local, local toll, or toll service has changed.

(18) If a customer notifies a billing party that they did not order an item appearing on their bill or that they were not provided a service appearing on their bill, the billing party shall promptly provide the customer a credit for the item and remove the item from the customer's bill, with the exception of the following:

- (a) Charges that originate from:
 - 1. Billing party or its affiliates;
 - 2. A governmental agency;
 - 3. A customer's presubscribed intraLATA or interLATA interexchange carrier; and
- (b) Charges associated with the following types of calls:
 - 1. Collect calls;
 - 2. Third party calls;
 - 3. Customer dialed calls for; and
 - 4. Calls using a 10-10-xxx calling pattern.

(19) (a) Within one year of the effective date of this rule and upon request from any customer, a billing party must restrict charges in its bills to only:

- 1. Those charges that originate from the following:
 - a. Billing party or its affiliates;
 - b. A governmental agency;
 - c. A customer's presubscribed intraLATA or interLATA interexchange carrier; and
- 2. Those charges associated with the following types of calls:
 - a. Collect calls;
 - b. Third party calls;
 - c. Customer dialed calls; and
 - d. Calls using a 10-10-xxx calling pattern.

(b) Customers must be notified of this right by billing parties annually and at each time a customer notifies a billing party that the customer's bill contained charges for products or services that the customer did not order or that were not provided to the customer.

(c) Small local exchange telecommunications companies as defined in Section 364.052(1), F.S., are exempted from this subsection.

(20) Nothing prohibits originating parties from billing customers directly, even if a charge has been blocked from a billing party's bill at the request of a customer.

Specific Authority: 350.127, 364.604(5), F.S.

Law Implemented: 364.17, 350.113, 364.03, 364.04, 364.05, 364.052, 364.19, 364.602, 364.604, F.S.

History: New 12-01-68, Amended 03-31-76, 12-31-78, 01-17-79, 07-28-81, 09-08-81, 05-03-82, 11-21-82, 04-13-86, 10-30-86, 11-28-89, 03-31-91, 11-11-91, 03-10-96, 07-20-97, 12-28-98, 07-05-00.



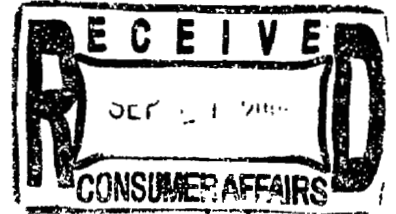
Florida Telephone Services
696 E. Altamonte Drive Suite 4
Altamonte Springs, FL 32701
Office (407) 331-8622
Fax (407) 331-9429

2000 SEP -1 11 0 21

FLORIDA
PUBLIC SERVICE COMMISSION

August 30, 2000

State of Florida
Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399



Attn: Ray Kennedy

Dear Mr. Kennedy,

This is in response to your letter dated August 24, 2000. This company has ceased adding a local service provider freeze on our customers lines, pending your approval of our Customer Service Order.

Please see the attached Customer Service Order. Statements regarding local freeze are numbered 1 & 2 for illustration. Please let us know if this meets with your approval. We will be more than happy to comply with any and all Public Service Commission regulations.

Sincerely,

Carol Campbell
Finance Director
Florida Telephone Services, LLC

2000 AUG 32 PM 3:34
DIVISION OF
COMPETITIVE SERVICES

Attachments: 1

ORIGINAL

Fax # (407) 331-9429

your Alternative Phone Company

AGENT ORDER DATE	AGENT NAME	FTS PON	FTS CUSTOMER ACCOUNT #
FTS SERVICE START DATE	AGENT'S SALES REP	FTS CARRIER	FTS PREPAID TELEPHONE NUMBER

RESIDENTIAL SERVICE ADDRESS

BILLING ADDRESS IF DIFFERENT TO SERVICE ADDRESS

FIRST NAME		LAST NAME		FIRST NAME		LAST NAME	
ADDRESS				ADDRESS			
APARTMENT #	SS & D L #			APARTMENT #	APARTMENT NAME		
CITY	STATE	ZIP		CITY	STATE	ZIP	
COUNTY	PREVIOUS PHONE #		CONTACT PHONE #		PAGER #	WIRELESS PHONE #	

Prepaid Residential Telephone Service Application

Activation Fee

Features Of Your Monthly Plan

Notes

<input type="checkbox"/> \$89.95	\$29.95 Plan	Your monthly rate would be \$29.95 + tax	The best plan. Keep your bill low.
<input type="checkbox"/> \$59.95	\$39.95 Plan	Your monthly rate would be \$39.95 + tax	Long distance included with all our plans
<input type="checkbox"/> FREE when you switch from another carrier to FTS	\$29.95 Plan	Your monthly rate would be \$29.95 + tax (Requires first month payment of \$39.99 which includes taxes)	Previous service must be left on for 5 working days to allow FTS to switch service.

FEATURE

ACTIVATION FEE

Please Note the following conditions

<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	\$6.00	\$
<input type="checkbox"/> CALL RETURN (\$6.00 / Month) Dial the last party that called	\$6.00	\$
<input type="checkbox"/> CALL WAITING (\$6.00 / Month) Beeps when another party is calling	\$6.00	\$
<input type="checkbox"/> VOICE MAIL (\$14.00 / Month) Not available in GTE area	\$15.00	\$
<input type="checkbox"/> CALLER ID / NAME (\$14.00 / Month) Displays name & number of calling party	\$25.00	\$
<input type="checkbox"/> Moving Charge For FTS customers moving from one address to another	\$39.95	\$
Reactivation Fee (For FTS customers reactivating only)		\$
Other		\$
Non-Refundable Activation Fee		\$
Total due today only includes activation fees		\$
Amount paid to FTS for activation		\$

Your service will be provided within 1 to 5 working days after FTS receives payment.

The first bill will include a prorate amount plus one month in advance.

FTS will block the following services.

- 1) All operator calls including 611 & 411
- 2) All third party and collect calls
- 3) All toll and long distance calls
- 4) All other features & services that will incur a toll charge.

- * Florida Telephone Services will not be responsible for internal wiring or installation of telephone jacks. These services are available for an additional fee.
- * Features added after service is turned on will require an additional activation fee of \$25 plus the feature activation fee.
- * This agent location is only a sign up and pay center, any questions must be directed to FTS customer care.

Sign here if you do not want your free local service freeze option.

CUSTOMER SIGNATURE _____ (1)

ACCEPTED BY AUTHORIZED AGENT OF FTS

X 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 agrees to let FTS freeze their local service. Customer also agrees that FTS will disconnect service if payment is not made by due date. (2)

X CUSTOMER SIGNATURE _____

DATE _____

FREE!
Long Distance
100 Minutes Included every month*

FREE!
Internet Access
Included every month*

*100 minutes of 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 on bill. Free internet access provided where available. Some restrictions apply. Call (407) 331-8622 ext 12 or 22, for full details.

This Agreement, when signed by the customer and accepted by an authorized agent of 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.

STATE OF FLORIDA

Commissioners:
J. TERRY DEASON, CHAIRMAN
E. LEON JACOBS, JR.
LILA A. JABER
BRAULIO L. BAEZ



DIVISION OF COMPETITIVE SERVICES
WALTER D'HAESELEER
DIRECTOR
(850) 413-6600

Public Service Commission

September 19, 2000

Ms. Carol Campbell
Florida Telephone Services
696 E. Altamonte Drive, Suite 4
Altamonte Springs, FL 32701

Re: Response to Florida Telephone Services' (FTS) Letter of Authorization

Dear Ms. Campbell:

Commission staff has reviewed the proposed changes to the letter of authorization (LOA) that you submitted. In the proposed LOA (Enclosure 1), specifically the area you identified as number 1, we suggest you change it to read as follows:

Do you want a freeze on your local service?

- Yes _____ (Customer Initials)
 No _____ (Customer Initials)

By requiring the customer to check and initial either yes or no, FTS should minimize any misunderstandings that the customer may have or claim to have. We assume that FTS customers are clearly briefed on what the freeze is all about.

Referring to the area on the LOA that you identified as number 2, we recommend that the sentence "Customer agrees to let FTS freeze their local service" be removed in its entirety. By answering the question suggested above for number 1 of the LOA, and initialing, the customer will either select or reject the freeze, thus eliminating the requirement for the sentence in number 2. If the customer fails to check either yes or no and initial, FTS should not place a freeze on the local service for that customer. Also, FTS is obligated to lift any freeze that it has placed on an account if the customer so requests.

Thank you for your cooperation in this matter. Should you have any questions, please do not hesitate to contact me at 850-413-6584.

Sincerely,

Handwritten signature of Ray Kennedy in black ink.

Ray Kennedy
Bureau of Service Quality

Enclosure

CATS#332262T

DOCKET NO. 020460-TX
 DATE: JUNE 27, 2002

ORIGINAL
 Florida Telephone Services
 696 E. Altamonte Dr, Suite 4
 Altamonte Springs, FL 32701

Fax # (407) 331-9429

Customer must call within
24 hours ATTACHMENT C
 (407)
 Or toll free

Your Alternative Phone Company

AGENT ORDER DATE	AGENT NAME	FTS PON	FTS CUSTOMER ACCOUNT #
FTS SERVICE START DATE	AGENT'S SALES REP	FTS CARRIER	FTS PREPAID TELEPHONE NUMBER

RESIDENTIAL SERVICE ADDRESS				BILLING ADDRESS IF DIFFERENT TO SERVICE ADDRESS			
FIRST NAME		LAST NAME		FIRST NAME		LAST NAME	
ADDRESS				ADDRESS			
APARTMENT #	SS & DL #			APARTMENT #	APARTMENT NAME		
CITY	STATE	ZIP		CITY	STATE	ZIP	
COUNTY	PREVIOUS PHONE #		CONTACT PHONE #		PAGER #	WIRELESS PHONE #	

Activation Fee	Features Of Your Monthly Plan	Notes
<input type="checkbox"/> \$89.95	\$29.95 Plan Your monthly rate would be \$29.95 + tax	The best plan. Keep your bill low.
<input type="checkbox"/> \$59.95	\$39.95 Plan Your monthly rate would be \$39.95 + tax	Long distance included with all our plans
<input type="checkbox"/> FREE when you switch from another carrier to FTS	\$29.95 Plan Your monthly rate would be \$29.95 + tax (Requires first month payment of \$39.99 which includes taxes)	Previous service must be left on for 5 working days to allow FTS to switch service.

FEATURE	ACTIVATION FEE	Please Note the following conditions	
<input type="checkbox"/> 3 WAY CALLING (\$6.00 / Month) Talk to 2 other people at the same time	\$6.00	<p>Your service will be provided within 1 to 5 working days after FTS receives payment.</p> <p>The first bill will include a prorate amount plus one month in advance.</p> <p>FTS will block the following services.</p> <ol style="list-style-type: none"> 1) All operator calls including 611 & 411 2) All third party and collect calls 3) All toll and long distance calls 4) All other features & services that will incur a toll charge. <p>* Florida Telephone Services will not be responsible for internal wiring or installation of telephone jacks. These services are available for an additional fee.</p> <p>* Features added after service is turned on will require an additional activation fee of \$25 plus the feature activation fee.</p> <p>* This agent location is only a sign up and pay center, any questions must be directed to FTS customer care.</p> <p><u>Sign here if you do not want your free local service freeze option.</u></p>	
<input type="checkbox"/> NONPUBLISHED # (\$6.00 / Month) Name does not appear in phone book	\$6.00		
<input type="checkbox"/> CALL RETURN (\$6.00 / Month) Dial the last party that called	\$6.00		
<input type="checkbox"/> CALL WAITING (\$6.00 / Month) Beeps when another party is calling	\$6.00		
<input type="checkbox"/> VOICE MAIL (\$14.00 / Month) Not available in GTE area	\$15.00		
<input type="checkbox"/> CALLER ID / NAME (\$14.00 / Month) Displays name & number of calling party	\$25.00		
<input type="checkbox"/> Moving Charge For FTS customers moving from one address to another	\$39.95		
Reactivation Fee (For FTS customers reactivating only)	\$		
Other	\$		
Non-Refundable Activation Fee	\$		
Total due today only includes activation fees	\$	<p>CUSTOMER SIGNATURE _____ ①</p>	
Amount paid to FTS for activation	\$	<p>ACCEPTED BY AUTHORIZED AGENT OF FTS</p> <p>X _____ SIGNATURE</p>	

FREE!
 Long Distance
 100 Minutes Included every month*

FREE!
 Internet Access
 Included every month*

*100 minutes of 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 on bill. Free internet access provided where available. Some restrictions apply. Call (407) 331-8622 ext 12 Or 22, for full details.

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 agrees to let FTS freeze their local service. Customer also agrees that FTS will disconnect service if payment is not made by due date. ②

X _____
 CUSTOMER SIGNATURE DATE

This Agreement, when signed by the customer and accepted by an authorized agent of 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.

Florida Telephone Services
 1567 S. Hwy 17-82, Suite 101
 Longwood, FL 32750-6542
 www.flstatelecom.com

ATTACHMENT D
 24 hour
 (407) 331-9429
 Or fax

Florida Telephone Services
 Your Alternative Phone Company

Fax # (407) 331-9429

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 #	BS & DL #	APARTMENT #	APARTMENT NAME
CITY	STATE	ZIP	CITY
CITY	STATE	ZIP	CITY
COUNTY	PREVIOUS PHONE #	CONTACT PHONE #	WORK #
	() - () - ()	() - () - ()	() - () - ()
			WIRELESS PHONE #
			() - () - ()

Service Package

Monthly Rate Plan

Notes

<input type="checkbox"/> \$89.95 Activation & First Month	Your monthly rate will be \$29.95 + taxes (\$40)	The best plan to keep your bill low.
<input type="checkbox"/> \$69.95 Activation & First 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) Rings 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) (\$6) - 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 is for the next month. This bill will include a prorata amount plus one month.

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 and long distance calls
 - 4) 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.
 - * FTS installs a carrier block on all lines and customer agrees to pay to remove it.

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 agrees to let FTS freeze their local service. Customer also agrees that FTS will disconnect service if full payment is not made by due date.

X CUSTOMER SIGNATURE _____ DATE _____

FREE!
Long Distance
(limited every month)

FREE!
Internet Access
(limited 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) 331-9429 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

STATE OF FLORIDA

LILA A. JABER, CHAIRMAN
J. TERRY DEASON
BRAULIO L. BAEZ
MICHAEL A. PALECKI
RUDOLPH "RUDY" BRADLEY



GENERAL COUNSEL
HAROLD A. MCLEAN
(850) 413-6248

Public Service Commission

April 12, 2002

VIA FACSIMILE 407-331-9429

Mr. Paul B. Joachim
Florida Telephone Services, LLC
1667 South Highway 17 - 92, Suite 101
Longwood, FL 32750-6542

Re: Local Service Freezes

Dear Mr. Joachim:

The purpose of this letter is to bring to your attention a problem regarding the placement of local service freezes on customers' local access lines. This is not the first time that Florida Telephone Services, LLC (FTS) has been notified about this problem. According to our records (enclosure attached), FTS was contacted in the fall of 2000 regarding the same problem. At that time, FTS advised staff that it was not placing local service freezes on customers' local access lines unless authorized by the customer. At that time, FTS was apparently requiring a freeze as a condition of providing service to the customer. FTS provided staff a copy of its letter of authorization (LOA), which staff reviewed and offered suggested changes. Staff understood that the suggested changes were implemented.

It now appears that FTS has modified its LOA whereby a customer, desiring local exchange services from FTS, must accept a local service freeze as a condition for receiving that service. Our Division of Consumer Affairs has received several complaints in the last few months regarding the local service freeze and a customer's inability to switch to a new provider.

The Commission's Rule 25-4.110 (16), Florida Administrative Code, requires that a company billing for local service must provide notification with the customer's first bill or via letter, and annually thereafter, that a freeze is available and that existing customers must be notified annually that a freeze is available. Staff interprets the rule as requiring that the freeze be at the customer's option. Upon review of your LOA, it is clear that the local service freeze is a condition for obtaining services from FTS. In addition, it is unclear to staff if FTS charges the customer to place or remove the local service freeze. Section 364.603, Florida Statutes, requires that the subscriber must be notified of the ability to freeze his choice of carrier at no charge.

Mr. Paul B. Joachim
Page 2
April 11, 2002

Because staff believes that the customers should have had the option to put the freeze on in the first place, and that it should not have been a condition of service, we believe that you should remove the freezes on your current customers now, then send notification to the customers that a freeze is available if they so desire.

In addition, let me refer you to the following provisions taken from the FCC's rule on the subject:

FCC Rule 64.1190 Preferred Carrier Freezes

(d) Solicitation and imposition of preferred carrier freezes.

(1) All carrier-provided solicitation and other materials regarding preferred carrier freezes must include:

(i) An explanation, in clear and neutral language, of what a preferred carrier freeze is and what services may be subject to a freeze;

(ii) A description of the specific procedures necessary to lift a preferred carrier freeze; an explanation that these steps are in addition to the Commission's verification rules in Sections 64.1120 and 62.1130 for changing a subscriber's preferred carrier selections; and an explanation that the subscriber will be unable to make a change in carrier selection unless he or she lifts the freeze;

(iii) An explanation of any charges associated with the preferred carrier freeze. **(Note: Florida Statutes require that there be no charge for the freeze)**

(3) Written authorization to impose a preferred carrier freeze. A local exchange carrier may accept a subscriber's written and signed authorization to impose a freeze on his or her preferred carrier selection. Written authorization that does not conform with this section is invalid and may not be used to impose a preferred carrier freeze.

Perhaps this reference to the FCC rules may provide additional guidance to you in considering your approach to freezes on current accounts. Please provide a written response by April 26, 2002, addressing FTS' actions to resolve this matter. Should you have any questions, I can be reached at 850-413-6199 or you may contact Beth Keating at 850-413-6212.

Sincerely,



Harold McLean
General Counsel

CATS#448834C

Enclosure

STATE OF FLORIDA

Commissioners:
J. TERRY DEASON, CHAIRMAN
E. LEON JACOBS, JR.
LILA A. JABER
BRAULIO L. BAEZ



DIVISION OF COMPETITIVE SERVICES
WALTER D'HAESELEER
DIRECTOR
(850) 413-6600

Public Service Commission

September 19, 2000

Ms. Carol Campbell
Florida Telephone Services
696 E. Altamonte Drive, Suite 4
Altamonte Springs, FL 32701

Re: Response to Florida Telephone Services' (FTS) Letter of Authorization

Dear Ms. Campbell:

Commission staff has reviewed the proposed changes to the letter of authorization (LOA) that you submitted. In the proposed LOA (Enclosure 1), specifically the area you identified as number 1, we suggest you change it to read as follows:

Do you want a freeze on your local service?

- Yes _____ (Customer Initials)
 No _____ (Customer Initials)

By requiring the customer to check and initial either yes or no, FTS should minimize any misunderstandings that the customer may have or claim to have. We assume that FTS customers are clearly briefed on what the freeze is all about.

Referring to the area on the LOA that you identified as number 2, we recommend that the sentence "Customer agrees to let FTS freeze their local service" be removed in its entirety. By answering the question suggested above for number 1 of the LOA, and initialing, the customer will either select or reject the freeze, thus eliminating the requirement for the sentence in number 2. If the customer fails to check either yes or no and initial, FTS should not place a freeze on the local service for that customer. Also, FTS is obligated to lift any freeze that it has placed on an account if the customer so requests.

Thank you for your cooperation in this matter. Should you have any questions, please do not hesitate to contact me at 850-413-6584.

Sincerely,

Handwritten signature of Ray Kennedy in black ink.

Ray Kennedy
Bureau of Service Quality

Enclosure

CATS#332262T

DOCKET NO. 020460-TX
 DATE: JUNE 27, 2002

FLORIDA TELEPHONE SERVICES
 Florida Telephone Services
 896 E. Altamonte Dr, Suite 4
 Altamonte Springs, FL 32701
 1x # (407) 331-9429

Customer must call within 24 hours of ATTACHMENT E (407) 3
 Or toll free

AGENT ORDER DATE	AGENT NAME	FTS PON	FTS CUSTOMER ACCOUNT #
FTS SERVICE START DATE	AGENT'S SALES REP	FTS CARRIER	FTS PREPAID TELEPHONE NUMBER

RESIDENTIAL SERVICE ADDRESS				BILLING ADDRESS IF DIFFERENT TO SERVICE ADDRESS			
FIRST NAME		LAST NAME		FIRST NAME		LAST NAME	
ADDRESS				ADDRESS			
APARTMENT #	SS & D L #			APARTMENT #	APARTMENT NAME		
CITY	STATE	ZIP		CITY	STATE	ZIP	
COUNTY	PREVIOUS PHONE #	CONTACT PHONE #	PAGER #	WIRELESS PHONE #			

Activation Fee	Features Of Your Monthly Plan	Notes
<input type="checkbox"/> \$89.95	\$29.95 Plan Your monthly rate would be \$29.95 + tax	The best plan. Keep your bill low.
<input type="checkbox"/> \$59.95	\$39.95 Plan Your monthly rate would be \$39.95 + tax	Long distance included with all our plans
<input type="checkbox"/> FREE when you switch from another carrier to FTS	\$29.95 Plan Your monthly rate would be \$29.95 + tax (Requires first month payment of \$39.99 which includes taxes)	Previous service must be left on for 5 working days to allow FTS to switch service.

FEATURE	ACTIVATION FEE	Please Note the following conditions	
<input type="checkbox"/> 3 WAY CALLING (\$6.00 / Month) Talk to 2 other people at the same time	\$6.00	\$	<p>Your service will be provided within 1 to 5 working days after FTS receives payment.</p> <p>The first bill will include a prorate amount plus one month in advance.</p> <p>FTS will block the following services.</p> <ol style="list-style-type: none"> 1) All operator calls including 611 & 411 2) All third party and collect calls 3) All toll and long distance calls 4) All other features & services that will incur a toll charge. <p>* Florida Telephone Services will not be responsible for internal wiring or installation of telephone jacks. These services are available for an additional fee.</p> <p>* Features added after service is turned on will require an additional activation fee of \$25 plus the feature activation fee.</p> <p>* This agent location is only a sign up and pay center, any questions must be directed to FTS customer care.</p> <p>Sign here if you do not want your free local service freeze option.</p>
<input type="checkbox"/> NONPUBLISHED # (\$6.00 / Month) Name does not appear in phone book	\$6.00	\$	
<input type="checkbox"/> CALL RETURN (\$6.00 / Month) Dial the last party that called	\$6.00	\$	
<input type="checkbox"/> CALL WAITING (\$6.00 / Month) Beeps when another party is calling	\$6.00	\$	
<input type="checkbox"/> VOICE MAIL (\$14.00 / Month) Not available in GTE area	\$15.00	\$	
<input type="checkbox"/> CALLER ID / NAME (\$14.00 / Month) Displays name & number of calling party	\$25.00	\$	
<input type="checkbox"/> Moving Charge For FTS customers moving from one address to another	\$39.95	\$	
Reactivation Fee (For FTS customers reactivating only)		\$	
Other		\$	
Non-Refundable Activation Fee		\$	
Total due today only includes activation fees		\$	
Amount paid to FTS for activation		\$	

FREE!
Long Distance
100 Minutes Included every month*

FREE!
Internet Access
Included every month*

*100 minutes of 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 on bill. Free internet access provided where available. Some restrictions apply. Call (407) 331-8622 ext 12 Or 22, for full details.

ACCEPTED BY AUTHORIZED AGENT OF FTS

X _____
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 agrees to let FTS freeze their local service. Customer also agrees that FTS will disconnect service if payment is not made by due date. (2)

X _____
CUSTOMER SIGNATURE

_____ DATE

This Agreement, when signed by the customer and accepted by an authorized agent of 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.

FTS REV JULY 2000, Ver 1



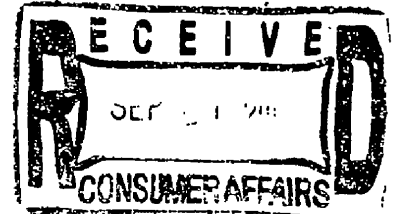
Florida Telephone Services
696 E. Altamonte Drive Suite 4
Altamonte Springs, FL 32701
Office (407) 331-8622
Fax (407) 331-9429

Ext.

2000 SEP 11 10 21
REC'D
PUBLIC SERVICE COMMISSION

August 30, 2000

State of Florida
Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399



Attn: Ray Kennedy

Dear Mr. Kennedy,

This is in response to your letter dated August 24, 2000. This company has ceased adding a local service provider freeze on our customers lines, pending your approval of our Customer Service Order.

Please see the attached Customer Service Order. Statements regarding local freeze are numbered 1 & 2 for illustration. Please let us know if this meets with your approval. We will be more than happy to comply with any and all Public Service Commission regulations.

Sincerely,

Carol Campbell
Finance Director
Florida Telephone Services, LLC

2000 AUG 32 PM 3:34
DIVISION OF
COMPETITIVE SERVICES

Attachments: 1

Mark Stintjoy

ORIGINAL

COMMISSIONERS:
J. TERRY DEASON, CHAIRMAN
E. LEON JACOBS, JR.
LILA A. JABER



DIVISION OF COMPETITIVE SERVICES
WALTER D'HAESELEER
DIRECTOR
(850) 413-6600

Public Service Commission

August 24, 2000

CERTIFIED MAIL

Mr. Paul B. Joachim
Florida Telephone Services, LLC
696 East Altamonte Drive, Suite 4
Altamonte Springs, Florida 32701-4808

Re: Local Service Freeze

Dear Mr. Joachim:

This letter is provided as a follow-up to a conversation I had with Ms. Campbell of Florida Telephone Services, LLC. The purpose of my call was to discuss a problem regarding one customer who was attempting to change local service providers and was disconnected by Florida Telephone Services, LLC. Ms. Campbell was investigating this particular case, however, there appears to be a broader issue that Florida Telephone Services, LLC needs to address.

As a way of background, I have recently received an increase in the number of inquiries from customers and alternative local exchange companies (ALECs). Specifically, ALECs have contacted Public Service Commission staff to report problems that they and their potential customers are experiencing with other ALECs. The nature of the inquiries is that a customer, subscribed to one ALEC, experiences difficulty when attempting to change his local service to a competing ALEC. When the acquiring ALEC submits an order to the local exchange company, the order is not honored because the serving ALEC has placed a freeze on the customer's service.

Customers have stated that when they have called the serving ALEC to have the freeze lifted, they have been told that the only thing the company can do is disconnect service. When this happens, the customer may be without service for several days and they can not obtain the same phone number from the new ALEC.

I am sure that you are aware that a customer in Florida may voluntarily choose to place a restriction on the service to prevent an unauthorized change. I have included Rule 25-4.110, Florida Administrative Code, Customer Billing for Local Exchange Telecommunications Companies in this correspondence. Specifically, section 16 of Rule 25-4.110, Florida Administrative Code, states:

Mr. Paul B. Joachim
Page 2
August 24, 2000

(16) Companies that bill for local service must provide notification with the customer's first bill or via letter, and annually thereafter that a PC Freeze is available. Existing customers must be notified annually that a PC Freeze is available.

The intent of section 16 of Rule 25-4.110, Florida Administrative Code, is that customer's have the option to request a freeze for the service provided by their carrier of choice. This rule does not authorize the serving ALEC, at its own discretion, to place a freeze on the customer's service. I was advised by Ms. Campbell that Florida Telephone Services, LLC does, as a matter of common practice, place freezes on customers' service. By so doing, Florida Telephone Services, LLC is violating Rule 25-24.110 (16), Florida Administrative Code.

To remedy this situation, Florida Telephone Services, LLC should immediately remove freezes on those accounts for which the customers have not specifically requested a freeze. Should Florida Telephone Services, LLC fail to do so, it may be subject to legal action.

Please provide a written response describing the actions taken to resolve this matter. Your response should be submitted to me no later than September 8, 2000. Should you have any questions, I can be reached at 850-413-6584.

Sincerely,



Ray Kennedy
Bureau of Service Quality

CATS# 332262T



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

FXED
4/29/02

April 29, 2002

Florida Public Service Commission
Attn: Harold McLean
2540 Shumard Oak Blvd,
Tallahassee, FL 32399

RE: Local Service Freezes

Dear Mr. McLean:

Florida Telephone Services ("FTS") hereby responds to the letter sent to us on April 12, 2002 in regard to local service freezes being placed on our customers' lines. We have researched internal records and our investigation has led us to the following facts.

As of March 15, 2002, FTS does not place a freeze on an active line unless the Customer requests it. We have also modified our activation form to make the option of having a freeze on a line more clear to the Customer. FTS has always been more than happy to comply with any and all Public Service Commission regulations. We apologize for any inconvenience that may have been caused.

Please feel free to contact me directly with any further questions or concerns at (407) 331-8622 ext 709 or via email at bridget@ftstelecom.com.

Sincerely,

A handwritten signature in cursive script that reads "Bridget Derr".

Bridget Derr
Accounting and Claims Department
1667 S. Highway 17-92
Suite 101
Longwood, FL 32750

Florida Telephone Services
 387 S. Hwy 17-82, Suite 101
 Longwood, FL 32760-8142
 www.ftsl.com.com

Fax # (407) 331-9429

Cash
 24 hour
 (407)

Or toll free 1-800-846-2000 ext 712

Florida Telephone Services
 Your Alternative Phone Company

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
CITY	STATE	ZIP	CITY
CITY	STATE	ZIP	CITY
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) Rings 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) *88) - 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 prorated amount.

FTS will block the following services.

- 1) All operator calls including but not limited to 811 & 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



* 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) 331-9422 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 911 SERVICES AND NONPAYMENT FROM AGENTS

From: Bridget Derr [bridget@ftstelecom.com]
Sent: Tuesday, May 21, 2002 11:24 AM
To: Ray Kennedy
Subject: Re: Response to Harold McLean's Letter

Dear Ray,

You should have received the fax of our new form at this point. Local service freezes are being removed when (1) the customer requests it, or (2) we find out about the freeze from another source. Freezes are being removed instantly upon knowledge thereof.

Since discovering the problem with the form, we are not placing any freezes on phone lines.

If I can provide you with any additional information, please feel free to let me know.

Sincerely,

Bridget Derr
Accounting & Claims
Florida Telephone Services
1667 S. Highway 17-92
Suite 101
Longwood, FL 32750
(407) 331-8622 ext. 709

----- Original Message -----
From: "Ray Kennedy" <RKennedy@PSC.STATE.FL.US>
To: <bridget@ftstelecom.com>
Sent: Monday, May 20, 2002 8:48 AM
Subject: Response to Harold McLean's Letter

> I have received your fax and I have provided Harold McLean and Beth Keating
> copies of the response. There were some questions/comments:
>
> 1. Please fax the modified activation form to my fax number below.
> 2. Were the local service freezes removed from current customers' accounts?
> If not, when?
>
>
> Ray Kennedy
> Bureau of Service Quality
> Florida Public Service Commission
> Phone 850-413-6584
> Fax 850-413-6585
>



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

DIVISION OF
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 carrier, 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.

DOCKET NO. 020460-TX
DATE: JUNE 27, 2002

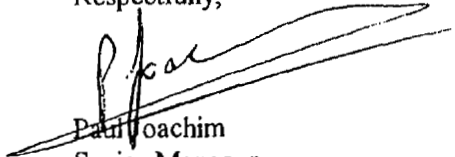
ATTACHMENT I

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

ATTACHMENT I

DOCKET NO. 020460-TX
DATE: JUNE 27, 2002



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

