

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of
Phillip R. Brown against
BellSouth Telecommunications, Inc.,
for billing dispute involving alleged
improper installation and static on line.

DOCKET N°: 020976-TL
ORDER N°: PSC-02-1543-PAA-TL
ISSUED: November 12, 2002

Pursuant to Rules 25-22.029 and 28-106.201, Florida Administrative Code, Phillip R. Brown herewith provides notice that he disputes the findings of Florida Public Service Commission (hereinafter, the "Commission") regarding his Complaint N°. 379477E, and moves for further proceedings as provided for by Fla. Stat. §120.57 *et seq.*

As required by Admin. R. 28-106.201(1), the following information is provided:

(a) The name and address of each agency affected and each agency's file or identification number, if known:

Agency: State of Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Agency File: DOCKET N°: 020976-TL
ORDER N°: PSC-02-1543-PAA-TL

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of

how the petitioner's substantial interests will be affected by the agency determination:

Petitioner: Phillip R. Brown
2886 N.E. 26 Place
Coral Ridge
Fort Lauderdale, Florida 33306-1909

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FPSC-COMMISSION CLERK

Petitioner's Representative and address for service:

David J. Valdini, Esq.
Valdini, Palmer & Hale, Esq.
5353 North Federal Highway, Suite 303
Fort Lauderdale, Florida 33308
Tel: 954-776-8115; Fax: 954-776-8298

Explanation of how petitioner interests will be affected by agency determination:

Petitioner is owner and primary user of telecommunications in dispute and owner of the property where same is located. Absent a resolution of this dispute, Petitioner will continue to be plagued by below-standard telephone line clarity due to the presence of static.

(c) A statement of when and how the petitioner received notice of the agency decision:

Petitioner received notice of agency decision via facsimile on November 12, 2002: "Notice of Proposed Agency Action Order Denying Complaint".

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate:

A line by line review by petitioner of the comments of the PSC Background section of its Notice of Proposed Action is attached as Exhibit "1". Line and page numbers refer to the copy of the PSC Notice received by petitioner, page 1 referring to the cover sheet.

(e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action:

A copy of petitioner's letter to counsel outlining the issues relevant to the present action is attached as Exhibit "2".

- (f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action:

Petitioner does not desire reversal of rules or statutes; Petitioner desires nothing more than credit for the months that use of his telephone lines was impaired by static (November and December, 2001; February, 2002), and adjustments to BellSouth's billing for the work order signed by Petitioner's neighbor, less Petitioner's costs of bringing this claim.

- (g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

Petitioner desires credit for the months that use of his telephone lines was impaired by static (November and December, 2001; February, 2002), and adjustments to BellSouth's billing for the work order signed by Petitioner's neighbor, to reflect a total amount due BellSouth of some \$0.00, less Petitioner's costs of bringing this claim.

VALDINI, PALMER & HALE, P.A.
Attorneys for the Petitioner
5353 North Federal Highway, Suite 303
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Telephone: (954) 776-8115
Facsimile: (954) 776-8298

By: 
DAVID J. VALDINI, FBN: 994911

Phillip R. Brown
2886 NE 26 Place
Coral Ridge
Fort Lauderdale, FL 33306-1909
Telephone 954.568.9113
Facsimile 954.567.4737
initialspr@aol.com

11/18/02

To: David Valdini
Telephone 954.776.8115
Facsimile 954.776.8298
From: Phil Brown

RE: Rebuttal to Public Service Commission

With this letter you can see I am already prepared to go forth with the matter of BellSouth.

Page 2 I BACKGROUND Line 7 Word 8 *repairs*

It is not a matter of repairs. It is for work performed that my next-door neighbor signed for.

Page 3 Line 5

The credit of January was 1 of 4 to be given. To date the other 3 have not been issued. BellSouth customer service stated while being recorded by me that there are no notes--period--on the matter.

Page 3 Line 13

Again, a case of BellSouth doing work without finding out what I wanted, charging, "custom work prices" but, doing, "standard work".

Page 3 Line 26



Again, a case of BellSouth doing work without finding out what I wanted, charging, "custom work prices" but, doing, "standard work".

Page 3 Line 33 Word 6 *construction*

In no way was my house construction the cause of their line damage as they allude to! Their line damage was all along the street.

Page 3 Line 35 Word 5 fed

My house is not the only house on the line. There are many others, both before and after!

Page 3 Line 41 Word 1 staff

There was only 1 by the name of Kate Smith

Page 3 Line 42 Word 2 *courtesy*

On BellSouth paperwork the term *courtesy credits* is not used. It has always been commitment guarantees issued for missed appointments.

Page 4 Line 3 Word 3 moved

Yes, moved as custom work as I wanted and agreed to pay. I never withdrew my offer as I have already paid for the work.

Page 4 Line 8 Word 5 show up

There was no appointment scheduled. Further more I attempted to contact BellSouth both by telephone and certified mail as to the \$150.00 charge dating back more then 2 ½ years ago. Until now there has been no response what so ever.

Page 4 Line 9 Word 4 offered

There was no offer on the recorded conference.

Page 4 Line 16 Word 4 \$509

The \$509.00 offered I did retract the offer after it was explained by the case worked by the commission that BellSouth still wanted me to pay for what was unauthorized.

Page 4 Line 17 Word payment

It is unnecessary for any payment arrangements, as I have paid all that I owe.

Page 4 Line 20 Word 4 jurisdiction

I have paper work from the commission stating otherwise

Page 5 Line 29 Word 7 \$618.04

The amount is for missed commitment guarantees (plus I presume the month of January credit) and that is all and they all are from some time ago.

Page 5 Line 34 Word 3 "show up"

I never made an appointment.

Page 5 Line 38 Word 7 waive

I know of no offer. Additionally, there is still the underlying matter of my neighbor signing for work at my house.

If you have specific questions to the BellSouth matter please contact Ryan at 954.568.9113 as he is fully aware of the matter.

Sincerely,

Phillip R. Brown

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To: David Valdini
Telephone 954.776.8115
Facsimile 954.776.8298
From: Phil Brown

RE: Florida Public Utility Commission

On my behalf please convey a response to the attached Florida Public Service Commission finding.

The Florida Public Utility Commission has overlooked my stated issues!

This starts with BellSouth billing me \$150.00 which I disputed. I called BellSouth numerous times with no resolve. I then sent BellSouth certified letters, all signed for, but all were unanswered. I deducted the initial amount of \$150.00 plus any late charges and interest.

Then I needed BellSouth to do work on their wire at my house. An appointment was scheduled for 10am. BellSouth was to first find out what needed to be done-- then do the work. But BellSouth arrived at 8:30am—1 ½ hours early. And, unknown to anyone working at my house, the Bellsouth workers had my next-door neighbor sign a blank work-order with my address on it. Then, on their own initiative, BellSouth workers removed wires and relocated them but not where I wanted them. At 9:45am my project coordinator, Ryan Miles, arrived at my house for the 10am appointment and saw that BellSouth had already begun to work. He saw that the work that had been done to that point was not what I requested. He then had them take it all out and start over, as I originally wanted. Later, I received a regular monthly billing statement from BellSouth with what I felt



was a billing error. I contacted Bellsouth requesting a breakdown of the charges. What they sent was a signed copy of an agreement with my address on it but with my next door neighbor's signature. I made BellSouth aware of the signature issue and that he did not have my permission to sign for me. I told BellSouth that since they accomplished undesired, unnecessary work which they had my neighbor sign for, I was not going to pay for that but I would pay for the charge to have the wires changed to what I wanted in the first place. I believe the fair amount is about the same in billable hours as what BellSouth charged for the incorrect work. They also charged to take out the incorrect work. Because BellSouth would not accept my offer to pay only for the correct work (not the incorrect work and not the remedial work) I have continued to deduct these charges from my bill ever since.

Next there was a lack of additional line availability on the street. For months I was inconvenienced with countless appointments made by BellSouth for additional lines to be connected. BellSouth Corporate was aware all along that my street could not have any more lines because there was major line damage preventing any additional lines for anyone on my street. BellSouth compensated me for most missed appointments with a \$25.00 credit each—a little known practice ordered sometime ago by Florida's Public Utility Commission. Eventually all the lines I wanted were added for a total of 5. Just after the 3rd line was added the static started. I contacted BellSouth and they issued a trouble report—the first of many. I was without service for more than 90 percent of each month for 4 to 5 months. A full month's credit was issued for one of the months. The other months I am still waiting for. As the static still remained and I was getting nowhere with the trouble reports to BellSouth I then contacted the Florida Public Utility Commission. I made a complaint about the static on my telephone lines. Because of my call to the Florida Public Utility, within days BellSouth installed a new temporary line to my house from more than 500 to 600 feet away. With that temporary line the static was less but still remained. The BellSouth employees that came to my house for the work orders all said that BellSouth Corporate knew the line on my street was bad and it had been scheduled for replacement for some time. Only because of my calls to the Florida Public Utility Commission it was being replaced now. Actually it was not just replaced on my street; it was replaced to the main switch a mile and a half away. BellSouth, while replacing my street's line, found out that the line was damaged even further close to the main switch.

Because I had contact with the Florida Public Utility Commission related to the other issue I then told them of the problem with the billing error where my neighbor signed. It went into review by the Florida Public Service Commission. From the beginning they told me that they were not sure if they even had jurisdiction to handle such a matter but they continued on. Schedules were then set for review meetings with reps from both BellSouth and me with the Florida Public Utility Commission personnel. As I was required to give a written complaint to the Florida Public Commission I remembered that there was the \$150.00 issue still not addressed and I added it to the complaint. Also there was unexplained billing that I questioned and a representative while on the telephone with me issued credits which were later reversed by an individual with BellSouth Corporate who stated that the only reason they were reversed was because of the ongoing investigation I had with the Florida Public Service Commission.

It is my position that I only owe less than \$550.00 to bring the BellSouth account current--not the stated amount of more than \$1,300.00. Additionally, the report provided by the Florida Public Commission was created while they still misunderstood this entire issue. This seems obvious by their lack of response to my points.

Please contact me at 954.568.9113 if I may be of further assistance.

Sincerely,

Phillip R. Brown