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# Public Service Commission

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COMMISSION  
CLERK

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

**DATE:** June 17, 2004

**TO:** Director, Division of the Commission Clerk & Administrative Services (Bayó)

**FROM:** Division of Competitive Markets & Enforcement (Buys) DK  
Office of the General Counsel (Fordham, Rojas, Teitzman) LSF  
Office of Standards Control & Reporting (Lowery) AT SR AC

**RE:** Docket No. 031031-TI – Compliance investigation of Miko Telephone Communications, Inc. for apparent violation of Rule 25-4.118, F.A.C., Local, Local Toll, or Toll Provider Selection.

**AGENDA:** 06/29/04 – Regular Agenda – Proposed Agency Action – Interested Persons May Participate

**CRITICAL DATES:** None

**SPECIAL INSTRUCTIONS:** Place on agenda item list adjacent to Docket Nos. 040062-TI and 020645-TI.

**FILE NAME AND LOCATION:** S:\PSC\CMP\WP\031031.REV2.RCM.DOC

## Discussion of Issues

**Issue 1:** Should the Commission penalize Miko Telephone Communications, Inc. \$10,000 per apparent violation, for a total of \$1,540,000 for 154 apparent violations of Rule 25-4.118, Florida Administrative Code, Local, Local Toll, or Toll Provider Selection?

**Recommendation:** Yes. (Buys, L. Fordham, Rojas, Teitzman)

**Staff Analysis:** Miko Telephone Communications, Inc. (Miko) is a reseller of interexchange telecommunications services located in Birmingham, Alabama. The president and sole share holder of Miko is Ms. Margaret Currie. In discussions with Charles H. Helein of The Helein Law Group, LLP, staff learned that Miko is purportedly no longer in business. However, Miko has not informed the Commission that it has ceased providing interexchange telecommunications service in Florida, nor has the company requested that its tariff be cancelled and that its name be

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removed from the register. Further, in replies to slamming complaints filed with the Commission against New Century Telecom, Inc. (New Century), New Century indicated that it had acquired Miko's customer base. Staff is also addressing alleged slamming infractions against New Century in Docket No. 040062-TI.

Section 364.603, Florida Statutes, states:

The commission shall adopt rules to prevent the unauthorized changing of a subscriber's telecommunications service. Such rules shall be consistent with the Telecommunications Act of 1996, provide for specific verification methodologies, provide for the notification to subscribers of the ability to freeze the subscriber's choice of carriers at no charge, allow for a subscriber's change to be considered valid if verification was performed consistent with the commission's rules, provide for remedies for violations of the rules, and allow for the imposition of other penalties available in this chapter.

To implement Section 364.603, Florida Statutes, the Commission adopted Rule 25-4.118, Florida Administrative Code, to govern carrier change procedures (Attachment A).

From July 31, 2002, through October 31, 2003, the Commission received a total of 159 slamming complaints against Miko. On February 20, 2003, staff sent Miko a letter via certified U.S. Mail (Attachment B) informing Miko that the company's TPVs do not meet all the requirements set forth in Rule 25-4.118, Florida Administrative Code. In its letter, staff requested that Miko investigate the slamming complaints and provide staff with a written response.

In its response (Attachment C), Miko stated that (1) it is not at fault for slamming if the consumer does not remember the telemarketing call, (2) it has verifications on all customers, and therefore, has no slamming complaints, and (3) it has stopped marketing in the state of Florida at the present time. The company also provided staff with a revised verification script.

From March 6, 2003, through August 19, 2003, staff monitored and evaluated the slamming complaints the Commission received against Miko to determine if the company was still marketing its service in Florida. Staff selected random complaints and requested preferred interexchange carrier (PIC) histories for the customers' service from BellSouth and Verizon. The PIC history provided by BellSouth shows that Miko switched a complainant's long distance service on April 18, 2003, and the PIC history from Verizon shows that Miko switched a complainant's InterLATA and IntraLATA services on June 13, 2003. Miko previously indicated to staff that it stopped marketing in Florida as of February 26, 2003. Hence, it appears that Miko may not have ceased marketing in Florida as it previously indicated to staff.

Moreover, it appears that Miko's telemarketing and verification processes are egregious and misleading in nature. In many of the complaints, the customers claim that Miko altered the TPV recording to make it appear that they authorized the carrier change. In the seven complaints listed below, the customers submitted letters or emails explaining the circumstances of their slamming incidents.

1. Ms. Grace Calvani states in her letters (Attachment D) that she never authorized service and the TPV Miko obtained was a recording of her mother confirming Ms. Calvani's information.
2. Rev. Manacio G. Dias states in his letter (Attachment E) that he was offered "a gift of one free 100 minute long distance calling card for a trial." Rev. Dias explains that he was told to say "yes," followed by his name and phone number after a recorded message to confirm the acceptance of the free trial phone card.
3. Ms. Ivelise Velez states in her email (Attachment F) that, "this company is making telemarketing phone calls and then using the information they are collecting to slam. . . . I called the company and they are playing the information back in pieces so that it sounds like the person was answering the questions when in fact the information was requested as part of a different conversation."
4. Mr. Luis Ahumada states in his email (Attachment G) that, "the tape sounds very funny and overlaid. As if the questions that were asked were tailored to overlay a conversation about accepting the change in long distance."
5. Ms. Alicia Figureoa states in her letter (Attachment H) that she received a phone call from a person requesting verification of her name, address, date of birth, and some additional personal information. She states she refused to give out the information and hung up. On her next phone bill, she was informed her long distance carrier was switched to Miko. She further states that, "she strongly objects to the deceptive questionable tactics used to switch her telephone service."
6. Mrs. Jessy Wollstencroft states in her letter (Attachment I) that she received an unsolicited phone call and was asked some questions by a personable solicitor. Later she realized her phone service was slammed. She states in her letter to Miko that, ". . . at no time did your solicitor tell me he was recording the conversation. I NEVER accepted to be switched by your company. The only thing I can assume is that you created the voice recording that my husband heard by editing the conversation you recorded without my permission."
7. Mr. Orlando Cabeza states in his email (Attachment J) that his wife received an unsolicited phone call from a long distance company offering a promotional free long distance card with 1200 free minutes and at no time did the telemarketer advise his wife that by agreeing to accept the free calling card she was also agreeing to switch long distance service. Mr. Cabeza states that he never received the free long distance card as promised, but his long distance service was switched to Miko. Mr. Cabeza further explains that the telemarketer that called his wife had a male voice and when he heard the recording of the TPV that Miko played for him, that, "the portion of the recording which purportedly indicates that we are authorizing a change to Miko is in a female voice and it cuts in and out between her and the male 'pitch-man' who placed the call as if the recording has been altered or modified."

To summarize, Miko markets its services to Florida consumers through telemarketers who apparently employ a variety of sales pitches to persuade the customers to provide their name, address, telephone number, and date of birth or mother's maiden name. Some of Miko's sales tactics involve soliciting a free long distance calling card to try Miko's service without any obligation, offering customers a promotional check, or conducting a survey regarding long

distance service or telephone companies. After reviewing the complaints, staff found no evidence that Miko's telemarketers advised the customers that the purpose of the call was to solicit a change of the service provider of the customer as required by Rule 25-4.118(9)(b), Florida Administrative Code. Most importantly, it appears that Miko's telemarketers made misleading and deceptive references during telemarketing and verification while soliciting for subscribers in apparent violation of Rule 25-4.118 (10), Florida Administrative Code.

Upon review of the 159 slamming complaints received against Miko, staff determined that 154 are apparent slamming violations, in part, because the company failed to comply with the specific verification methodologies required by the Commission's slamming rules. Miko markets its services in Florida through its own telemarketers and purportedly employs a third party verification process to verify the subscriber authorized the company to change service providers.

Staff determined that in 24 cases, listed in Attachment K, Miko failed to provide proof in the form of a TPV recording that the customer authorized Miko to change service providers in accordance with Rule 25-4.118(1) and (2), Florida Administrative Code.

In the remaining 130 cases listed in Attachment L, the TPVs submitted by Miko did not contain all the specific verification information required by Rule 25-4.118(2)(c), Florida Administrative Code, listed in subsection (3)(a) 1. through 5.

Staff determined that in all but a few of cases, the TPVs submitted by Miko were missing the following statements:

- The statement that the customer's change request will apply only to the number on the request and there must only be one presubscribed local, one presubscribed local toll, and one presubscribed toll provider for each number.
- The statement that the Local Exchange Carrier (LEC) may charge a fee for each provider change.

In some of the TPVs staff reviewed, the telemarketer stays on the line during the verification process and prompts the customer to answer verification questions; meaning the TPV is not performed by an independent third party as required by Rule 25-4.118(2)(c), Florida Administrative Code. Hence, all of the TPVs the company submitted to the Commission as proof the customers authorized Miko to change their service providers are not considered valid. In addition, when resolving the slamming complaints, Miko did not refund the charges within 45 days of notification to the company by the customer pursuant to Rule 25-4.118(8), Florida Administrative Code.

Miko indicated to staff in its letter (Attachment C) that FVC is the company that performs its TPVs. Rodney Harrison is the sole owner of Federal Verification Corporation, Inc. (FVC) located at 230 Judson Way, Alpharetta, Georgia, 30022. FVC was incorporated in Georgia on February 16, 2001. Rodney Harrison appears to have notarized Miko's Application for a Certificate of Public Convenience and Necessity to Offer Long Distance Telecommunications Service by a Reseller in North Carolina (Attachment M, page 45). The

application was signed by Margaret Currie and dated July 9, 2001. Hence, it appears that FVC is apparently affiliated in some capacity with Miko and does not appear to be unaffiliated from Miko as required by Rule 25-4.118(2)(c), Florida Administrative Code. Further, based on consumer complaints, it appears that Miko submitted TPVs recordings that were not genuine verifications. Therefore, staff believes that all of the TPVs submitted by Miko should be considered suspect.

In most of the complaints, Miko re-rated its charges for the customers' calls to 7¢ per minute or the rates of the customers' preferred carrier instead of refunding all of the charges for the first 30 days as required by Rule 25-4.118(8), Florida Administrative Code. Further, in most cases, Miko did not refund the Federal Tax and Florida Communications Tax assessed on the company's charges.

In addition, Rule 25-4.118(13)(b), Florida Administrative Code, states that in determining whether fines or other remedies are appropriate for a slamming infraction, the Commission shall consider among other actions, the actions taken by the company to mitigate or undo the effects of the unauthorized change. These actions include but are not limited to whether the company, including its agents and contractors followed the procedures required under subsection (2) with respect to the person requesting the change in good faith, complied with the credit procedures of subsection (8), took prompt action in response to the unauthorized change, and took other corrective action to remedy the unauthorized change appropriate under the circumstances.

Based on the requirements of Rule 25-4.118(13)(a), Florida Administrative Code, Miko appears to have committed 154 unauthorized carrier changes. First, Miko did not follow the procedures required under Rule 25-4.118(2), Florida Administrative Code. Second, Miko did not comply with the credit procedures required under Rule 25-4.118(8), Florida Administrative Code. Third, staff informed Miko that its TPVs were not in compliance with the Commission's slamming rules and the company failed to take the corrective actions to remedy its verification process, and fourth, it appears that Miko's telemarketers made misleading and deceptive references during telemarketing and verification in apparent violation of Rule 25-4.118(10), Florida Administrative Code, and fifth, it appears Miko submitted fraudulent TPVs to the Commission.

Based on the aforementioned, staff believes that Miko's apparent slamming infractions and marketing techniques are "willful violations" of Rule 25-4.118, Florida Administrative Code, in the sense intended by Section 364.285, Florida Statutes.

Pursuant to Section 364.285(1), Florida Statutes, the Commission is authorized to impose upon any entity subject to its jurisdiction a penalty of not more than \$25,000 for each day a violation continues, if such entity is found to have refused to comply with or to have willfully violated any lawful rule or order of the Commission, or any provision of Chapter 364, Florida Statutes.

Section 364.285(1), Florida Statutes, however, does not define what it is to "willfully violate" a rule or order. Nevertheless, it appears plain that the intent of the statutory language is to penalize those who affirmatively act in opposition to a Commission order or rule. See, Florida State Racing Commission v. Ponce de Leon Trotting Association, 151 So.2d 633, 634 & n.4

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(Fla. 1963); c.f., McKenzie Tank Lines, Inc. v. McCauley, 418 So.2d 1177, 1181 (Fla. 1<sup>st</sup> DCA 1982) (there must be an intentional commission of an act violative of a statute with knowledge that such an act is likely to result in serious injury) [citing Smit v. Geyer Detective Agency, Inc., 130 So.2d 882, 884 (Fla. 1961)].

Thus, it is commonly understood that a “willful violation of law” is an act of purposefulness. As the First District Court of Appeal stated, relying on Black’s Law Dictionary:

An act or omission is ‘willfully’ done, if done voluntarily and intentionally and within the specific intent to do something the law forbids, or with the specific intent to fail to do something the law requires to be done; that is to say, with bad purpose either to disobey or to disregard the law.

Metropolitan Dade County v. State Department of Environmental Protection, 714 So.2d 512, 517 (Fla. 1<sup>st</sup> DCA 1998)[emphasis added]. In other words, a willful violation of a statute, rule or order is also one done with an intentional disregard of, or a plain indifference to, the applicable statute or regulation. See, L. R. Willson & Sons, Inc. v. Donovan, 685 F.2d 664, 667 n.1 (D.C. Cir. 1982).

Thus, the intentional acts by Miko of failing to comply with Rule 25-4.118, Florida Administrative Code, meets the standard for a “willful violation” as contemplated by the Legislature when enacting section 364.285, Florida Statutes. “It is a common maxim, familiar to all minds, that ‘ignorance of the law’ will not excuse any person, either civilly or criminally.” Barlow v. United States, 32 U.S. 404, 411 (1833); see, Perez v. Marti, 770 So.2d 284, 289 (Fla. 3<sup>rd</sup> DCA 2000) (ignorance of the law is never a defense). Moreover, in the context of this docket, all intrastate interexchange telecommunication companies, like Miko, are subject to the rules published in the Florida Administrative Code. See, Commercial Ventures, Inc. v. Beard, 595 So.2d 47, 48 (Fla. 1992).

The Commission is vested with jurisdiction over this matter pursuant to Sections 364.02(13), 364.04, 364.285 and 364.603, Florida Statutes. The amount of the proposed penalty is consistent with penalties previously imposed by the Commission upon other IXCs that were determined to be slamming subscribers. Thus, staff recommends that the Commission should find that Miko has, by its actions, willfully violated Rule 25-4.118, Florida Administrative Code and impose a \$1,540,000 penalty on the company to be paid to the Florida Public Service Commission.

**Issue 2:** If, as a result of failing to pay the penalty or contest the Commission's Order resulting from this recommendation, Miko Telephone Communications, Inc. is ordered to cease and desist providing intrastate interexchange telecommunications services in Florida, should the Commission also order any company that is providing billing services or underlying carrier services for Miko Telephone Communications, Inc. to stop providing service for it in Florida?

**Recommendation:** Yes. (Buys, L. Fordham, Rojas, Teitzman)

**Staff Analysis:** Due to the egregious nature of Miko's business practices and alleged violations addressed in this recommendation, staff believes that additional measures may be necessary to prevent further improper conduct in the event Miko is required to cease and desist providing interexchange service in Florida. Therefore, staff recommends that the Commission also direct all companies that are providing billing services or underlying carrier services for Miko to stop providing those services for said company if it is ultimately required to cease and desist providing interexchange services in Florida. Staff believes this additional action is warranted, because it appears that any ability Miko has to continue billing through another company and providing resold services through an underlying carrier may serve as incentive to the company to continue operating in violation of a Commission Order to the detriment of Florida consumers.

Pursuant to Section 364.604(2), Florida Statutes, a customer shall not be liable for any charges to telecommunications or information services that the customer did not order or that were not provided to the customer. Clearly, if Miko is ordered to cease and desist providing interexchange telecommunications services in Florida, customers will no longer be ordering services from said company. Thus, any bills sent to a Florida customer for interexchange services provided by Miko would inherently be for services that were either not ordered or could not be provided. All telecommunications companies in Florida, as well as intrastate interexchange companies (IXCs), are subject to the statutory provision. As such, staff believes that the Commission is authorized to take this action.

Likewise, Rule 25-24.4701, Florida Administrative Code, prohibits registered IXCs from providing telecommunications services to unregistered resellers. In the event Miko is required to cease and desist providing interexchange service in Florida, then registered IXCs are no longer authorized to provide telecommunications services to Miko for resale in Florida.

In addition, staff believes that the Commission has the authority to take this additional action, because any company that continues to bill for or provide underlying carrier services to the penalized company will, in effect, be contributing to the ongoing violations of the company. Ultimately, the billing company and underlying carrier will be aiding and abetting in either a "slam" in violation of Section 364.603, Florida Statutes, or an improper billing in violation of Section 364.604, Florida Statutes. All telecommunications companies, as well as IXCs, are subject to these statutes.

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**Issue 3:** Should this docket be closed?

**Recommendation:** Staff recommends that the Commission take action as set forth in the following Staff Analysis. **(L. Fordham, Rojas, Teitzman)**

**Staff Analysis:** The Order issued from this recommendation will become final and effective upon issuance of a Consummating Order, unless a person whose substantial interests are affected by the Commission's decision files a protest that identifies with specificity the issues in dispute, in the form provided by Rule 28-106.201, Florida Administrative Code, within 21 days of the issuance of the Proposed Agency Action Order. As provided by Section 120.80(13)(b), Florida Statutes, any issues not in dispute should be deemed stipulated. If Miko fails to timely file a protest and to request a Section 120.57, Florida Statutes, hearing, the facts should be deemed admitted, the right to a hearing waived, and the penalty should be deemed assessed. If Miko fails to pay the penalty within fourteen (14) calendar days after issuance of the Consummating Order, the company's tariff should be cancelled and Registration No. TJ561 should be removed from the register. If Miko's tariff is cancelled and Registration No. TJ561 is removed from the register in accordance with the Commission's Order from this recommendation, the company should be required to immediately cease and desist providing interexchange telecommunications services in Florida. This docket should be closed administratively upon either receipt of the payment of the penalty or upon the removal of the company's registration number from the register and cancellation of the company's tariff. If Miko subsequently decides to reapply for registration as an intrastate interexchange company, it should be required to first pay any outstanding penalties assessed by the Commission. Any action by the Commission, including but not limited to any settlement, should not preempt, preclude, or resolve any matters under review by any other Florida Agencies or Departments.



**Rule 25-4.118, Florida Administrative Code, Local, Local Toll, or Toll Provider Selection.**

(1) The provider of a customer shall not be changed without the customer's authorization. The customer or other authorized person may change the residential service. For the purposes of this section, the term "other authorized person" shall mean a person 18 years of age or older within the same household. The person designated as the contact for the local telecommunications company, an officer of the company, or the owner of the company is the person authorized to change business service. A LEC shall accept a provider change request by telephone call or letter directly from its customers; or

(2) A LEC shall accept a change request from a certified LP or IXC acting on behalf of the customer. A certificated LP or IXC shall submit a change request only if it has first certified to the LEC that at least one of the following actions has occurred:

(a) The provider has a letter of agency (LOA), as described in subsection (3), from the customer requesting the change;

(b) The provider has received a customer-initiated call, and beginning six months after the effective date of this rule has obtained the following:

1. The information set forth in subparagraphs (3)(a)1. through 5.; and

2. Verification data including at least one of the following:

a. The customer's date of birth;

b. The last four digits of the customer's social security number; or

c. The customer's mother's maiden name.

(c) A firm that is independent and unaffiliated with the provider claiming the subscriber has verified the customer's requested change by obtaining the following:

1. The customer's consent to record the requested change or the customer has been notified that the call will be recorded; and

2. Beginning six months after the effective date of this rule an audio recording of the information stated in subparagraphs (3)(a)1. through 5.; or

(d) 1. The provider has received a customer's change request, and has responded by mailing an informational package that shall include the following:

a. A notice that the information is being sent to confirm that a customer's request to change the customer's telecommunications provider was obtained;

b. A description of any terms, conditions, or charges that will be incurred;

c. The name, address, and telephone number of both the customer and the soliciting company;

d. A postcard which the customer can use to confirm a change request;

e. A clear statement that the customer's local, local toll, or toll provider will be changed to the soliciting company only if the customer signs and returns the postcard confirming the change; and

f. A notice that the customer may contact by writing the Commission's Division of Consumer Affairs, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, or by calling, toll-free (TDD & Voice) 1 (800) 342-3552, for consumer complaints.

2. The soliciting company shall submit the change request to the LP only if it has first received the postcard that must be signed by the customer.

(3) (a) The LOA submitted to the company requesting a provider change shall include the following information (Each shall be separately stated):

1. Customer's billing name, address, and each telephone number to be changed;
2. Statement clearly identifying the certificated name of the provider and the service to which the customer wishes to subscribe, whether or not it uses the facilities of another company;
3. Statement that the person requesting the change is authorized to request the change;
4. Statement that the customer's change request will apply only to the number on the request and there must only be one presubscribed local, one presubscribed local toll, and one presubscribed toll provider for each number;
5. Statement that the LEC may charge a fee for each provider change;
6. Customer's signature and a statement that the customer's signature or endorsement on the document will result in a change of the customer's provider.

(b) The soliciting company's provider change fee statement, as described in subparagraph (a)5. above, shall be legible, printed in boldface at least as large as any other text on the page, and located directly above the signature line.

(c) The soliciting company's provider change statement, as described in subparagraph (a)6. above, shall be legible, printed in boldface at least as large as any other text on the page, and located directly below the signature line.

(4) The LOA shall not be combined with inducements of any kind on the same document. The document as a whole must not be misleading or deceptive. For purposes of this rule, the terms "misleading or deceptive" mean that, because of the style, format or content of the document or oral statements, it would not be readily apparent to the person signing the document or providing oral authorization that the purpose of the signature or the oral authorization was to authorize a provider change, or it would be unclear to the customer who the new provider would be; that the customer's selection would apply only to the number listed and there could only be one long distance service provider for that number; or that the customer's LP might charge a fee to switch service providers. If any part of the LOA is written in a language other than English, then it must contain all relevant information in each language. Notwithstanding the above, the LOA may be combined with checks that contain only the required LOA language as prescribed in subsection (3) of this section and the information necessary to make the check a negotiable instrument. The LOA check shall not contain any promotional language or material. The LOA check shall contain in easily readable, bold-face type on the front of the check, a notice that the consumer is authorizing a primary carrier change by signing the check. The LOA language shall be paced near the signature line on the back of the check.

(5) A prospective provider must have received the signed LOA before initiating the change.

(6) Information obtained under paragraphs (2)(a) through (d) shall be maintained by the provider for a period of one year.

(7) Customer requests for other services, such as travel card service, do not constitute a provider change.

(8) Charges for unauthorized provider changes and all 1+ charges billed on behalf of the unauthorized provider for the first 30 days or first billing cycle, whichever is longer, shall be credited to the customer by the company responsible for the error within 45 days of notification to the company by the customer, unless the claim is false. After the first 30 days up to 12 months, all 1+ charges over the rates of the preferred company will be credited to the customer by the company responsible for the error within 45 days of notification to the company by the customer, unless the claim is false. Upon notice from the customer of an unauthorized provider change, the LEC shall change the customer back, or to another company of the customer's choice. The change must be made within 24 hours excepting Saturday, Sunday, and holidays, in which case the change shall be made by the end of the next business day. The provisions of this subsection apply whether or not the change is deemed to be an authorized carrier change infraction under subsection (13).

(9) The company shall provide the following disclosures when soliciting a change in service from a customer:

- (a) Identification of the company;
- (b) That the purpose of the visit or call is to solicit a change of the provider of the customer;
- (c) That the provider shall not be changed unless the customer authorizes the change; and
- (d) All information as referenced in subsection 25-24.490(3), Florida Administrative Code

(10) During telemarketing and verification, no misleading or deceptive references shall be made while soliciting for subscribers.

(11) A provider must provide the customer a copy of the authorization it relies upon in submitting the change request within 15 calendar days of request.

(12) Each provider shall maintain a toll-free number for accepting complaints regarding unauthorized provider changes, which may be separate from its other customer service numbers, and must be answered 24 hours a day, seven days a week. If the number is a separate toll-free number, beginning six months after the effective date of this rule new customers must be notified of the number in the information package provided to new customers or on their first bill. The number shall provide a live operator or shall record end user complaints made to the customer service number to answer incoming calls. A combination of live operators and recorders may be used. If a recorder is used, the company shall attempt to contact each complainant no later than the next business day following the date of recording and for three subsequent days unless the customer is reached. If the customer is not reached, the company shall send a letter to the customer's billing address informing the customer as to the best time the customer should call or provide an address to which correspondence should be sent to the company. Beginning six months after the effective date of this rule, a minimum of 95 percent of all call attempts shall be transferred by the system to a live attendant or recording device prepared to give immediate assistance within 60 seconds after the last digit of the telephone number listed as the customer service number for unauthorized provider change complaints was dialed; provided that if the call is completed within 15 seconds to an interactive, menu-driven, voice response unit, the 60-second answer time shall be measured from the point at which the customer selects a menu option to be connected to a live attendant. Station busies will not be counted as completed calls.

The term “answer” as used in this subsection means more than an acknowledgment that the customer is waiting on the line. It shall mean the provider is ready to render assistance or accept the information necessary to process the call.

(13) (a) A company shall not be deemed to have committed an unauthorized carrier change infraction if the company, including its agents and contractors, did the following:

1. Followed the procedures required under subsection (2) with respect to the person requesting the change;
2. Followed these procedures in good faith; and
3. Complied with the credit procedures of subsection (8).

(b) In determining whether fines or other remedies are appropriate for an unauthorized carrier change infraction, the Commission shall consider the actions taken by the company to mitigate or undo the effects of the unauthorized change. These actions include but are not limited to whether the company, including its agents and contractors:

1. Followed the procedures required under subsection (2) with respect to the person requesting the change in good faith;
2. Complied with the credit procedures of subsection (8);
3. Took prompt action in response to the unauthorized change;
4. Reported to the Commission any unusual circumstances that might have adversely affected customers such as system errors or inappropriate marketing practices that resulted in unauthorized changes and the remedial action taken;
5. Reported any unauthorized provider changes concurrently affecting a large number of customers; or
6. Took other corrective action to remedy the unauthorized change appropriate under the circumstances.

*Specific Authority 350.127(2) FS. Law Implemented 364.01, 364.19, 364.285, 364.603 FS. History—New 3-4-92, Amended 5-31-95, 12-28-98.*

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Attachment B

STATE OF FLORIDA

COMMISSIONERS:  
LILA A. JABER, CHAIRMAN  
J. TERRY DEASON  
BRAULIO L. BAEZ  
RUDOLPH "RUDY" BRADLEY  
CHARLES M. DAVIDSON



DIVISION OF COMPETITIVE MARKETS &  
ENFORCEMENT  
WALTER D'HAESELEER  
DIRECTOR  
(850) 413-6600

## Public Service Commission

February 20, 2003

**Via Certified U.S. Mail and Facsimile:**  
**(866) 228-9495**

Ms. Margaret Currie  
President  
Miko Telephone Communications, Inc.  
2100 Southbridge Parkway  
Birmingham, AL 35209-1390

**Re: Inquiry into apparent slamming infractions.**

Dear Ms. Currie:

Since July 31, 2002, the Florida Public Service Commission (PSC) has received 39 slamming related complaints from Florida consumers against Miko Telephone Communications, Inc. (Miko). As of today, fifteen (15) of those complaints have been determined to be apparent rule violations by staff. In most of the cases, it appears that the third party verification (TPV) used by your company does not contain all of the information required by Rule 25-4.118, Florida Administrative Code (F.A.C.), Local, Local Toll, or Toll Provider Selection. I have enclosed a copy of the slamming rule for your convenience. I have also enclosed a list of the complaints the Commission received and highlighted the ones that staff closed as apparent rule violations.

Several of the complainants claim that the telemarketer soliciting Miko's services misled them. They claim that they were offered a free promotional calling card or a \$50 check and gave the verifier / telemarketer personal information so that they could receive the promotion. They deny authorizing Miko to switch their service, and a few of the complainants claim that the verification tape Miko played for them has been modified or dubbed.

Ms. Currie, the purpose of this inquiry is inform Miko of this situation and provide your company with an opportunity to look into this matter and correct any problems that are causing the apparent rule violations and excessive number of complaints. Please investigate your company's telemarketing and verification practices and provide me with a written reply no later than March 14, 2003. In your reply, please include the following:

1. A detailed explanation for the recent increase in slamming complaints filed against Miko and why your customers are claiming they were misled during telemarketing.

Ms. Margaret Currie  
Page 2  
February 20, 2003

2. The actions Miko is undertaking to correct any problems causing the apparent slamming violations. Those actions should include any changes in Miko's policies and practices regarding the marketing of its services, obtaining valid customer authorizations, and switching customers' service.
3. A copy of the third party verification script used to verify that your customers have authorized Miko to switch the customers' service provider.
4. A copy of the telemarketing script used to solicit Miko's services to potential Florida customers.
5. The name of the company from which Miko purchases network time it resells to its Florida customers.
6. The name, address, and telephone number of the company Miko uses for its third party verifications.
7. The name, address, and telephone number of each telemarketing company Miko uses to solicit its services, if applicable.

Ms. Currie, based on the complainants' correspondence, it appears that there may be several problems associated with your company's marketing and verification practices. Therefore, I believe it would be beneficial for us to meet at our office in Tallahassee to discuss this matter. I look forward to meeting you and the opportunity to work with your company to resolve this matter. Please call me at your earliest convenience to schedule a meeting. Again, please submit the requested reply to my questions no later than March 14, 2003.

Sincerely,



Dale R. Buys  
Regulatory Analyst  
Bureau of Service Quality

Voice: 850-413-6536

Fax: 850-413-6537

Email: [dbuys@psc.state.fl.us](mailto:dbuys@psc.state.fl.us)

DRB  
Enclosures (2)

COMPLAINTS RECEIVED FOR A SINGLE UTILITY

/17/2003 MIKO TELEPHONE COMMUNICATIONS, INC.

TJ561

RECEIVED BETWEEN 07/01/2002 AND 02/17/2003

CASE NO:	CUSTOMER NAME	DATE REC'D	ASSIGNED ANALYST	DIV.	PRE. TYPE	DUE DATE
480887T	LEDDA LORENZO	07/31/2002	ANGELA HASHISHO PHONE NUMBER: (407)-344-4141	CAF	SLAMMING	08/21/2002
483333T	HECTOR PUIG	08/13/2002	ELLEN PLENDL PHONE NUMBER: (352)-372-4105	CAF	SLAMMING	09/04/2002
498610T	LANCE AHYEE	10/25/2002	JOY ANDERSON PHONE NUMBER: (305)-245-0996	CAF	SLAMMING	11/18/2002
500884T	HECTOR PUIG	11/06/2002	DAN FLORES PHONE NUMBER: (352)-372-4105	CAF	FAILURE TO	12/02/2002
503980T	BUSINESS NAME:GOPE ENTERPRISES	11/22/2002	DAN FLORES PHONE NUMBER: (305)-885-6233	CAF	SLAMMING	12/17/2002
506392T	FRANK BATRONIS	12/10/2002	PAMELA BARNES PHONE NUMBER: (352)-483-0901	CAF	IMPROPER	01/02/2003
506549T	EVELYN GRAY	12/11/2002	KAULLIS MARSHALL PHONE NUMBER: (352)-347-2841	CAF	SLAMMING	01/03/2003
506608T	ANEIDA ACOSTA	12/11/2002	KAULLIS MARSHALL PHONE NUMBER: (305)-598-2172	CAF	SLAMMING	01/03/2003
507597T	ANAIS BADIA	12/17/2002	KAULLIS MARSHALL PHONE NUMBER: (305)-264-3886	CAF	SLAMMING	01/09/2003
507755T	RAUL ALBA	12/17/2002	PAM BARNES PHONE NUMBER: (305)-884-2875	CAF	SLAMMING	01/09/2003
508034T	IVELISE VELEZ	12/18/2002	KAULLIS MARSHALL PHONE NUMBER: (407)-812-9946	CAF	SLAMMING	01/10/2003
508294T	CARMEN SAUNDE	12/20/2002	SHONNA MCCRAY PHONE NUMBER: (305)-673-1526	CAF	OTHER	01/14/2003
508869T	ANTONIA MARRERO	12/26/2002	SHONNA MCCRAY PHONE NUMBER: (352)-666-3929	CAF	SLAMMING	01/17/2003
508937T	GRETTEL DE LA TORRE	12/26/2002	PAMELA BARNES PHONE NUMBER: (305)-821-8697	CAF	SLAMMING	01/17/2003

CASE NO:	CUSTOMER NAME	DATE REC'D	ASSIGNED ANALYST	DIV.	PRE. TYPE	DUE DATE
510101T	BUSINESS NAME:A CAR 4 U CORP.	01/03/2003	KAULLIS MARSHALL	CAF	SLAMMING	01/27/2003
			PHONE NUMBER: (305)-635-2507			
510289T	VANITA AVILES	01/03/2003	KAULLIS MARSHALL	CAF	SLAMMING	01/27/2003
			PHONE NUMBER: (305)-545-7525			
510547T	MARIANO OYARBIDE	01/06/2003	SHONNA MCCRAY	CAF	SLAMMING	01/28/2003
			PHONE NUMBER: (386)-789-2758			
510660T	LYNETTE JARAMILLO	01/07/2003	CAF	CAF	SLAMMING	01/29/2003
			PHONE NUMBER: (813)-909-0292			
510726T	LUIS AHUMADA	01/07/2003	KAULLIS MARSHALL	CAF	SLAMMING	01/29/2003
			PHONE NUMBER: (407)-384-6530			
510841T	JORGE FERRERO	01/07/2003	DAN FLORES	CAF	SLAMMING	01/29/2003
			PHONE NUMBER: (954)-704-9110			
511250T	ALBERTON FERNANDEZ	01/09/2003	DAN FLORES	CAF	SLAMMING	01/31/2003
			PHONE NUMBER: (305)-445-8241			
512241T	SARA TIMONEDA	01/14/2003	SHONNA MCCRAY	CAF	SLAMMING	02/05/2003
			PHONE NUMBER: (305)-649-4372			
512265T	GUILLERMINA FERNANDEZ	01/14/2003	JOY ANDERSON	CAF	SLAMMING	02/05/2003
			PHONE NUMBER: (239)-693-7237			
512643T	RITA DUNAYEW	01/15/2003	SHONNA MCCRAY	CAF	SLAMMING	02/06/2003
			PHONE NUMBER: (561)-750-2164			
513224T	THOMAS BRYANT	01/21/2003	KAULLIS MARSHALL	CAF	SLAMMING	02/11/2003
			PHONE NUMBER: (561)-691-1396			
513527T	MARGARITA HURTADO	01/22/2003	ELLEN PLENDL	CAF	SLAMMING	02/12/2003
			PHONE NUMBER: (305)-285-1767			
513904T	JORGE CALVO	01/23/2003	JOY ANDERSON	CAF	SLAMMING	02/13/2003
			PHONE NUMBER: (305)-836-6897			
514048T	GOLDIE WILSON	01/24/2003	JOY ANDERSON	CAF	SLAMMING	02/14/2003
			PHONE NUMBER: (352)-383-4901			
514160T	HOWARD DEICHERT	01/24/2003	MICHELLE WATSON-LIVINGSTON	CAF	SLAMMING	02/14/2003
			PHONE NUMBER: (561)-470-9995			
514582T	ROBERT ROSADO	01/28/2003	DAN FLORES	CAF	IMPROPER	02/18/2003
			PHONE NUMBER: (954)-344-2435			

Docket No. 031031-TT  
Date: June 17, 2004

Attachment B



CASE NO:	CUSTOMER NAME	DATE REC'D	ASSIGNED ANALYST	DIV.	PRE. TYPE	DUE DATE
514687T	RAFAEL GONZALES	01/28/2003	KAULLIS MARSHALL PHONE NUMBER: (305)-634-2902	CAF	SLAMMING	02/18/2003
514823T	SILA BARQUIN	01/28/2003	JOY ANDERSON PHONE NUMBER: (813)-885-6387	CAF	SLAMMING	02/18/2003
514942T	LINDSAY BEHARRY	01/29/2003	SHONNA MCCRAY PHONE NUMBER: (352)-336-4367	CAF	SLAMMING	02/19/2003
514947T	CAMILO CACERES	01/29/2003	SHONNA MCCRAY PHONE NUMBER: (407)-380-9807	CAF	SLAMMING	02/19/2003
515191T		01/30/2003	KAULLIS MARSHALL PHONE NUMBER: (850)-385-5222	CAF	SLAMMING	02/20/2003
515305T	RAFAEL FIGUEROA	01/30/2003	JOY ANDERSON PHONE NUMBER: (305)-856-8744	CAF	SLAMMING	02/20/2003
515638T	GUIDO DE LA OSA	02/03/2003	MICHELLE WATSON-LIVINGSTON PHONE NUMBER: (305)-821-9194	CAF	SLAMMING	02/24/2003
517387T	GILBERT PEREZ	02/12/2003	KAULLIS MARSHALL PHONE NUMBER: (786)-242-1617	CAF	SLAMMING	03/05/2003
517597T		02/13/2003	SHONNA MCCRAY PHONE NUMBER: (352)-489-0954	CAF	SLAMMING	03/06/2003

Total 39

Docket No. 031031-TT  
Date: June 17, 2004

Attachment B

**RULE 25-4.118, F.A.C.,  
LOCAL, LOCAL TOLL, OR TOLL PROVIDER SELECTION**

**25-4.118 Local, Local Toll, or Toll Provider Selection.**

(1) The provider of a customer shall not be changed without the customer's authorization. The customer or other authorized person may change the residential service. For the purposes of this section, the term "other authorized person" shall mean a person 18 years of age or older within the same household. The person designated as the contact for the local telecommunications company, an officer of the company, or the owner of the company is the person authorized to change business service. A LEC shall accept a provider change request by telephone call or letter directly from its customers; or

(2) A LEC shall accept a change request from a certificated LP or IXC acting on behalf of the customer. A certificated LP or IXC shall submit a change request only if it has first certified to the LEC that at least one of the following actions has occurred:

(a) The provider has a letter of agency (LOA), as described in (3), from the customer requesting the change;

(b) The provider has received a customer-initiated call, and beginning six months after the effective date of this rule has obtained the following:

1. The information set forth in (3)(a)1. through 5.; and
2. Verification data including at least one of the following:
  - a. The customer's date of birth;
  - b. The last four digits of the customer's social security number; or
  - c. The customer's mother's maiden name.

(c) A firm that is independent and unaffiliated with the provider claiming the subscriber has verified the customer's requested change by obtaining the following:

1. The customer's consent to record the requested change or the customer has been notified that the call will be recorded; and
2. Beginning six months after the effective date of this rule an audio recording of the information stated in subsection (3)(a)1. through 5.; or

(d) 1. The provider has received a customer's change request, and has responded by mailing an informational package that shall include the following:

- a. A notice that the information is being sent to confirm that a customer's request to change the customer's telecommunications provider was obtained;
- b. A description of any terms, conditions, or charges that will be incurred;
- c. The name, address, and telephone number of both the customer and the soliciting company;
- d. A postcard which the customer can use to confirm a change request;

e. A clear statement that the customer's local, local toll, or toll provider will be changed to the soliciting company only if the customer signs and returns the postcard confirming the change; and

f. A notice that the customer may contact by writing the Commission's Division of Consumer Affairs, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, or by calling, toll-free (TDD & Voice) 1-800-342-3552, for consumer complaints.

2. The soliciting company shall submit the change request to the LP only if it has first received the postcard that must be signed by the customer.

(3)(a) The LOA submitted to the company requesting a provider change shall include the following information (each shall be separately stated):

1. Customer's billing name, address, and each telephone number to be changed;
2. Statement clearly identifying the certificated name of the provider and the service to which the customer wishes to subscribe, whether or not it uses the facilities of another company;
3. Statement that the person requesting the change is authorized to request the change;
4. Statement that the customer's change request will apply only to the number on the request and there must only be one presubscribed local, one presubscribed local toll, and one presubscribed toll provider for each number;
5. Statement that the LEC may charge a fee for each provider change;
6. Customer's signature and a statement that the customer's signature or endorsement on the document will result in a change of the customer's provider.

Date: June 17, 2004

(b) The soliciting company's provider change fee statement, as described in (a)5. above, shall be legible, printed in boldface at least as large as any other text on the page, and located directly above the signature line.

(c) The soliciting company's provider change statement, as described in (a)6. above, shall be legible, printed in boldface at least as large as any other text on the page, and located directly below the signature line.

(4) The LOA shall not be combined with inducements of any kind on the same document. The document as a whole must not be misleading or deceptive. For purposes of this rule, the terms "misleading or deceptive" mean that, because of the style, format or content of the document or oral statements, it would not be readily apparent to the person signing the document or providing oral authorization that the purpose of the signature or the oral authorization was to authorize a provider change, or it would be unclear to the customer who the new provider would be; that the customer's selection would apply only to the number listed and there could only be one provider for that number; or that the customer's LP might charge a fee to switch service providers. If any part of the LOA is written in a language other than English, then it must contain all relevant information in each language. Notwithstanding the above, the LOA may be combined with checks that contain only the required LOA language as prescribed in subsection (3) of this section and the information necessary to make the check a negotiable instrument. The LOA check shall not contain any promotional language or material. The LOA check shall contain in easily readable, bold-face type on the front of the check, a notice that the consumer is authorizing a primary carrier change by signing the check. The LOA language shall be placed near the signature line on the back of the check.

(5) A prospective provider must have received the signed LOA before initiating the change.

(6) Information obtained under (2)(a) through (d) shall be maintained by the provider for a period of one year.

(7) Customer requests for other services, such as travel card service, do not constitute a provider change.

(8) Charges for unauthorized provider changes and all 1+ charges billed on behalf of the unauthorized provider for the first 30 days or first billing cycle, whichever is longer, shall be credited to the customer by the company responsible for the error within 45 days of notification to the company by the customer, unless the claim is false. After the first 30 days up to 12 months, all 1+ charges over the rates of the preferred company will be credited to the customer by the company responsible for the error within 45 days of notification to the company by the customer, unless the claim is false. Upon notice from the customer of an unauthorized provider change, the LEC shall change the customer back, or to another company of the customer's choice. The change must be made within 24 hours excepting Saturday, Sunday, and holidays, in which case the change shall be made by the end of the next business day. The provisions of this subsection apply whether or not the change is deemed to be an unauthorized carrier change infraction under subsection (13).

(9) The company shall provide the following disclosures when soliciting a change in service from a customer:

- (a) Identification of the company;
- (b) That the purpose of the visit or call is to solicit a change of the provider of the customer;
- (c) That the provider shall not be changed unless the customer authorizes the change; and
- (d) All information as referenced in Rule 25-24.490(3).

*Rule 25-24.490(3)*

*Upon request, each company shall provide verbally or in writing to any person inquiring about the company's service:*

- (a) any nonrecurring charge,*
- (b) any monthly service charge or minimum usage charge,*
- (c) company deposit practices,*
- (d) any charges applicable to call attempts not answered,*
- (e) a statement of when charging for a call begins and ends, and*
- (f) a statement of billing adjustment practices for wrong numbers or incorrect bills.*

*In addition, the above information shall be included in the first bill, or in a separate mailing no later than the first bill, to all new customers and to all customers presubscribing on or after the effective date of this rule, and in any information sheet or brochure distributed by the company for the purpose of providing information about the company's services. The above information shall be clearly expressed in simple words, sentences and paragraphs. It must avoid unnecessarily long, complicated or obscure phrases or acronyms.*

(10) During telemarketing and verification, no misleading or deceptive references shall be made while soliciting for subscribers.

(11) A provider must provide the customer a copy of the authorization it relies upon in submitting the change request within 15 calendar days of request.

(12) Each provider shall maintain a toll-free number for accepting complaints regarding unauthorized provider changes, which may be separate from its other customer service numbers, and must be answered 24 hours a day, seven days a week. If the number is a separate toll-free number, beginning six months after the effective date of this rule new customers must be notified of the number in the information package provided to new customers or on their first bill. The number shall provide a live operator or shall record end user complaints made to the customer service number to answer incoming calls. A combination of live operators and recorders may be used. If a recorder is used, the company shall attempt to contact each complainant no later than the next business day following the date of recording and for three subsequent days unless the customer is reached. If the customer is not reached, the company shall send a letter to the customer's billing address informing the customer as to the best time the customer should call or provide an address to which correspondence should be sent to the company. Beginning six months after the effective date of this rule, a minimum of 95 percent of all call attempts shall be transferred by the system to a live attendant or recording device prepared to give immediate assistance within 60 seconds after the last digit of the telephone number listed as the customer service number for unauthorized provider change complaints was dialed; provided that if the call is completed within 15 seconds to an interactive, menu-driven, voice response unit, the 60-second answer time shall be measured from the point at which the customer selects a menu option to be connected to a live attendant. Station busies will not be counted as completed calls. The term "answer" as used in this subsection means more than an acknowledgment that the customer is waiting on the line. It shall mean the provider is ready to render assistance or accept the information necessary to process the call.

(13)(a) A company shall not be deemed to have committed an unauthorized carrier change infraction if the company, including its agents and contractors, did the following:

1. Followed the procedures required under subsection (2) with respect to the person requesting the change;

2. Followed these procedures in good faith; and

3. Complied with the credit procedures of subsection (8).

(b) In determining whether fines or other remedies are appropriate for an unauthorized carrier change infraction, the Commission shall consider the actions taken by the company to mitigate or undo the effects of the unauthorized change. These actions include but are not limited to whether the company, including its agents and contractors:

1. Followed the procedures required under subsection (2) with respect to the person requesting the change in good faith;

2. Complied with the credit procedures of subsection (8);

3. Took prompt action in response to the unauthorized change;

4. Reported to the Commission any unusual circumstances that might have adversely affected customers such as system errors or inappropriate marketing practices that resulted in unauthorized changes and the remedial action taken;

5. Reported any unauthorized provider changes concurrently affecting a large number of customers;

or  
6. Took other corrective action to remedy the unauthorized change appropriate under the circumstances.

**Specific Authority 350.127(2) F.S.**

**Law Implemented 364.01, 364.03, 364.19, 364.285 F.S.**

History: New 3-4-92. Amended 5-31-95, 7-20-98, 12/28/98

2003 MAR -4 10:10 AM

DIVISION OF  
COMPETITIVE SERVICES

February 26, 2003

Dale R Buys  
Regulatory Analyst  
State of Florida  
Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399

Dear Mr. Buys,

This is in response to your letter dated February 20. I understand your concerns, and this is why Miko has decided to stop marketing in the state of Florida at this time. Miko is working on a better monitoring system to avoid any miscommunication with consumers.

1. Miko Telephone Communications, Inc. has answered all the complaints presented by the State of Florida. Miko is not at fault for slamming if the consumer does not remember the telemarketing call. Miko has verifications on all customers. Therefore, Miko has no slamming complaints.
2. Even though Miko believes there were no slamming complaints. Miko has stop marketing in the state of Florida at the present time.
3. This Verification Script has been change as of January 2003 to comply with your regulations - Attached.
4. Telemarketing script – Attached.
5. Global Crossing is the company that Miko resells for.
6. The verification company is: FVC, Inc. Alpharetta, GA 30022, 888-588-7058.
7. Miko has in house telemarketing.

I hope that you find these answers satisfactory.

Sincerely



Margaret Currie  
President

**Untitled**

***Thank you for choosing MIKO communications. This verification process will confirm some basic information on your account and will only take a moment.***

***After the tone, please say you name, address and telephone number including the area code.***

***Are you the person authorized to make changes to your long distance service and are you over 18 years old? Please say yes at the tone.***

***Do you understand that your current long distance service will be changed to MIKO Communications INCLUDING interstate, intrastate, AND international calling? Please say yes at the tone.***

***Please state you date of birth or you mother's maiden name after the tone.***

***Thank you for your order. You will soon receive a welcome package in the mail. Be aware that some local companies may charge a switching fee for your new service. This is refundable by MIKO communications.***

## Miko Telemarketing Script

Hello, Mr. / Mrs. \_\_\_\_\_

My name is \_\_\_\_\_ and I'm from Miko Telephone Communications, Inc., a telecommunications service provider certified and regulated by the FCC and the various state commissions. Are you the person authorized to make changes to and /or incur charges on this telephone account? *(If the answer is "No". Tell the person you'll call back and terminated the call)*

This call is to introduce you to Miko's Telephone Communications. A long distance company with great rates. Our customers use the same network that many other companies use. Miko's underlying carrier is Qwest.

All state-to-state calls are 6.9¢ a minute night time and 13.8¢ day time, every day with only a small monthly fee of \$4.95 and a one-time setup fee of \$6.00. For your convenience our charges will be listed in your telephone bill that you receive from your local phone company, but we are not affiliated.

Should you have any questions or want to cancel the service just call Miko's Customer Service toll free number 866-705-3082. If you're interested in this offer, and would like to give us a try, I need to get some information from you to transfer your service.

May I have your full name \_\_\_\_\_?  
And your mailing address \_\_\_\_\_  
Your main billing telephone number is \_\_\_\_\_

There may be a small fee of approximately \$5 from your local carrier for switching your services. Also, your local carrier will have an additional small fee of approximately \$5 for each line you switch, just call our customer service department and we will refund any fee you incurred by choosing our services.

For verification purposes could I have your date of birth \_\_\_\_\_?  
*(If date of birth indicates person to be younger than 18, terminate the call. Do not continue with verification)*

To comply with federal and state regulations, I'm going to transfer you to an independent verification company. This verification will be recorded. The Verification Company uses automated means to speed the process, and will confirm our discussion. When you're connected, you will be asked to personally confirm your selection of Miko, as your telecommunications service provider for all of your long distance communications needs. No change will be made to your local services. Just follow the prompts. Before I connect you to the verification, I would like to thank you for your patience and interest in Miko. Where we work hard to satisfy your needs.

Date: June 17, 2004



**CAMARA DE COMERCIO LATINA DE MIAMI BEACH**  
**LATIN CHAMBER OF COMMERCE OF MIAMI BEACH**

NON-PROFIT ORGANIZATION / ORGANIZACION NO LUCRATIVA

SERVICES: Business Development, Advocacy, Tourism, Employment, Internet Exchange

*"It's not the Origin... It's the Originality!" ORIGINAL*



February 20, 2003.

Florida State Public Service Commission

Fax Communique: 1-800-511-0809

Re: Case # 518568C - Slamming Investigation

Against: Miko Communications, Inc. - Owner: Carlos Vivanco

1 Chase Corporate Drive, Suite 490, Birmingham, Alabama 35244-1000

Dear Public Service Commission:

This is to formally report to you a complaint against Mikko Communications, Inc. regarding their "slamming" long distance practices, having "taken over" my telephone account (305) 674-9247 without my authorization and with illegal intent, when I already had AT&T as my long distance provider.

I am formally requesting via telephone, letter and fax communication that they return all the monies that Bell South collected from me and paid to them for long distance services, since December through February 20th, 2003. I already had AT&T. They were not called upon, nor authorized to provide me with any services at all! Bell South has already been informed and I seek your assistance to inform you of their illegal take over my telephone account.

They have caused me such confusion and problems with my telephone account payments, having taken advantage of the fact that I didn't have a "freeze" on my line when they took over my line illegally and without my authorization back in December. They are re-sellers of Global Crossing.

I requested an investigation and have a case number assigned to further look into this serious matter. This company is such a scam that I hope you take this case to its fullest extent. When I contacted them to inquire how they dared take over my line without authorization, the first time they hunged on my face, the second time Carolina informed me that the system was down and was unable to produce a taped recorded approval from me (I don't know how they are going to produce something that doesn't exist!) and their supervisor was hesitant to give me the address of the executive offices, turning me to another address.

I have requested them to produce their bogus recording of "my acceptance" (they claim they have one!) and will insist that they get fined the maximum amount. I am the only person authorized in my house to decide on telephone service needs and would not be surprised if they created fake and bogus tapings with telemarketing scams. They may have hunged up the phone on my face and get away with that, but they can't do that to the FCC and the Public Service Commission. I demand that they remove themselves from my account and return my monies. That is theft! Thank you very much for your assistance. My daytime telephone is (305) 674-1414.

*Gracc Calvani*  
Gracc Calvani

*"Seguimos Creciendo" - South Beach • Middle Beach • North Beach*



Date: June 17, 2004



CAMARA DE COMERCIO LATINA DE MIAMI BEACH  
LATIN CHAMBER OF COMMERCE OF MIAMI BEACH

NON-PROFIT ORGANIZATION / ORGANIZACION NO LUCRATIVA

SERVICES: Business Development, Advocacy, Tourism, Employment, Internet Exchange

*"It's not the Origin... It's the Originality!"*

ORIGINAL

FEB 20 2003



February 20, 2003.

Florida State Public Service Commission

Fax Communique: 1-800-511-0809

Re: Case # 518568C - Slamming Investigation - Grace Calvani, 305-674-9247  
Against: Miko Communications, Inc. - Owner: Carlos Vivanco  
1 Chase Corporate Drive, Suite 490, Birmingham, Alabama 35244-1000

Dear Public Service Commission:

This is a quick follow up to inform you that shortly after sending you the first letter by fax today, Miko Communications Inc., called me to inform me that they had a taped recording of "my acceptance" to have their long distance services, as proof of their authorized services. Their so called recording is not my voice, nor it's my authorization. On their recording, a frequently interrupted taped conversation picks up a Miko rep urging Maria Salichs, my mother and senior citizen, to confirm information about me. They took this conversation as authorization to take over my account. My mother is not the account holder, doesn't live in my house, she was simply engaged in conversation when she answered the phone, and who knows how they tricked into to get her to confirm information about me. Without my own authorization and with their illegal intent, they claim that since I didn't have a "freeze" on my line, they were entitled to take that conversation with my mom as authorization.

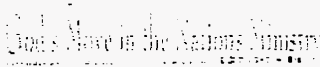
I am formally requesting to your agency to acknowledge that my decision as account holder is the only valid one, and that all the monies that Bell South collected from me and paid to Miko for long distance services, since December through February 20th, 2003 be credited back to me. I already had AT&T. They were not called upon by me, nor authorized by me to provide me with any services at all! They conducted an illegal process by engaging my senior mother in conversation and give personal information about me. The conversation is in Spanish.

I will appreciate that you pursue my case with Miko Communications and enter into my record that I did not approve at any time switching to their company. Their recording is a bogus tape that entraps a person who happens to answer the telephone, not me, the account holder. I demand that they remove their charges and services, I did not approve of it. That is theft! Thank you very much for your assistance. My daytime telephone is (305) 674-1414.

Sincerely,

*Grace Calvani*  
Grace Calvani

*"Sequimos Creciendo" - South Beach • Middle Beach • North Beach*



11000 ... ..

April 30, 2003

Reference: Long Distance Charges to Telephone (954)427-7669

To Whom It May Concern:

I, Pastor Amancio G. Dias, am a missionary Pastor living in South Florida. On the month of February of 2003, I received a call from a sales representative of your company. I was offered by your representative a gift of one free 100 minute long distance calling card for a trial. I was asked to accept the gift without any obligation by the agent. After my acceptance, the agent told me that I had to confirm the acceptance by saying yes, my name and my phone number. A recording was played, I felt confused initially, because I was talking with a person than a machine came on. The recording paused at different time for me to say 'yes, my name and phone number. But since I had spoken with the representative before where I felt comfortable with what I was being offered, I knew that I would be confirming what was offered to me before which the representative made clear to me what your company was promising me. I have a witness whom heard all the conversation on speakerphone when your representative offered a free 100 minute long distance telephone card as a trial.

I never received this 100 minute long distance calling card which was promised to me as a trial. Instead, I began to be billed by your company for calls that I made which was previously covered by the plan of my Local carrier which is Bellsouth. Does it make sense for anyone who is receiving a service at no additional cost, to change that same service by free will for a paying service? How can anyone accept a service without being disclosed the amount of the same? I chose the plan with Bellsouth, because as a Pastor I give Pastoral counseling over the phone requiring me to speak to many people at different cities for lengthy periods.

Although there was a cancellation for services of my Local Carrier which I never authorized by free will, and Miko Telefonica began to provide the services which was not what was offered to me. I, Pastor Amancio G. Dias agree to pay the difference that my Local Carrier Bellsouth would charge me for these calls under a plan with long distance which I had before your cancellation from a plan without long distance calls by Bellsouth. This difference is \$18.00 plus F.C.C imposed taxes (Eighteen Dollars). I request that your company make the necessary adjustments and notify our Local Carrier and myself about these changes within a 5 day period after receiving this letter. Enclosed you will find copies of my telephone bills where you will be able to see the amount stated above.

Sincerely,

Pastor Amancio G. Dias - President

Deacon Carlos Santos - International Managing Director (Translator for this Letter)

Worldwide Offices: 288 N. E. 15th Miami FL 33132 and 2001 Lyons Rd Boca Raton, FL 33476. Saturdays, 7:30pm - 9:30pm

Mobile Address: P.O. Box 1572, Sacramento, CA 95817 (MIN) [Ministry@aol.com](mailto:Ministry@aol.com) Tel: 954-125-4569 Fax: 954-125-4572

Prayer Meetings - Please Call

**From:** Luis Ahumada [lahumada@praxes.com]  
**Sent:** Monday, January 06, 2003 8:52 PM  
**To:** contact@psc.state.fl.us  
**Subject:** Victim of Slamming

September Bill.pdf    October Bill-1.pdf    October Bill-2.pdf    October Bill-3.pdf    October Bill-4.pdf    November Bill-1.pdf  
November Bill-2.pdf    November Bill-3.pdf    November Bill-4.pdf

Dear Sir or Madam:

I am submitting a complaint to your email due to the fact that the florida website doesn't work and want to have somebody look at my charges. I was slammed by Miko Telephone Company. The following is the detailed list of questions that one must answer in order to get it resolved.

- **Your name, address and phone number**

Luis A. Ahumada  
1103 Landale Ct  
Orlando, FL 32828

- **phone number that was slammed**

407-384-6530

- **your email address**

lahumada@praxes.com <mailto:lahumada@praxes.com>

- **name of the phone company that slammed you**

MIKO TELEPHONE COMM., INC

- **name of your authorized local phone company**

BellSouth

- **name of your authorized long distance company**

IDT Corporation

- **a complete statement of the facts**

Apparently sometime in August my mother received a phone call about a telephone company. She only remembers something about a promotion and assures me that she didn't authorize any changes. She is a senior citizen and does not have good memory.

I didn't realize that I was switched until november/december. I had to move temporarily to Washington DC to find a job. After calling BellSouth and asking for advice, I decided to visit the FCC website and armed my self with information. I called Miko Telephone company and asked them for a copy of the conversation. After listening to it, I conclude that the tape sounds very funny and overlaid. As if the questions that were asked were tailored to overlay a conversation about accepting the change in long distance. The recording would have been very difficult to dispute except that when my mother was asked (according to the tape) if she authorized the change, she couldn't understand and said "Uhhh --- Hellooo",

The customer agent then instead of repeating the question, just repeated her name to which she answer "yes". My interpretation of that answer was that she said "Yes, that's my name" not "Yes, I authorized the change". But regardless of the interpretation, it is very inconclusive. I believe they scam people to accept this, they should be investigated!

- **COPIES of your phone bill showing the charges that you are disputing**

(Important: if you file using e-mail, your bill must be attached, electronically, to your e-mail. Otherwise, you must file by letter and attach paper copies of your bill)

Please see attached files

- **whether or not you have paid any of the disputed charges**

No I have not paid any.

- **the specific relief that you want.**

Docket No. 031031-TI  
Date: June 17, 2004

Attachment F

All I want is to pay my re-rated bill at the cost of IDT and have the charges taken off my account. I did my own calculation and I have to pay only \$119.21 (which takes out the month of September, and any charges of 1min - which never went through but they still charged. My Idt rates are \$.05 with the USA and \$.18226 to Colombia.

How do I solve this? BellSouth, IDT nor Miko are taking any action.

Regards

Luis A. Ahumada  
(321) 217-5865

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**From:** contact@psc.state.fl.us  
**Sent:** Wednesday, December 18, 2002 1:48 PM  
**To:** contact@psc.state.fl.us  
**Subject:** E-Form Slamming - 5904

ORIGINAL

**TRACKING NUMBER - 0005904 December 18, 2002**

**SERVICE ADDRESS**

Account Number: 40781299466863149  
Business Account Name:  
Name: Ivelise Velez  
Address: 1745 Bridgeview Circle  
City: Orlando  
Zip: 32824  
County: ORANGE  
Service Phone: 407-812-9946

**CUSTOMER INFORMATION**

Name: Ivelise Velez  
Address: 1745 Bridgeview Circle  
City: Orlando  
State: FL  
Zip: 32824  
Primary Phone: 407-812-9946  
E-mail: cardec@netscape.net  
Contact By: Email Address

**COMPLAINT INFORMATION**

Utility Name: TJ561 Miko Telephone Communications, Inc.  
Did customer previously contact the utility?: December 18 2002 The person identified too quickly and then just played the recording. THIS is a planned scam.  
Did customer previously contact the PSC?:

**PROBLEM INFORMATION**

Problem Type: Slamming  
Complaint Detail:

Local telephone company: Bell South

Interexchange/Long Distance Telephone Company:  
- 29 -

The following service(s) were switched without my authorization or request: interstate

Have you contacted your preferred carrier to switch back? Yes

Have you received a bill from the new carrier? Yes

**Complaint Details:**

This company is making telemarketing phone calls and then using the information they are collecting to slam. They are taking advantage of people whose native language is not English to scam them. I called the company and they are playing the information back in pieces so that it sounds like the person was answering the questions when in fact the information was requested as part of a different conversation. I have already requested that the LD company is changed back to ATT, but would like to avoid this company continuing to take advantage of people. I recommed you require the local companies explain the option of freezing changes in LD when an account is opened. I have been amazed about how little the phone companies want to interact directly with the people- they want to do everything over the phone. This creates many opportunities for this types of scams- for which they do not feel they have any responsibility. The phone is 407-812-9946. The account is under the name Ivelise Velez. The scam was made October 31 and then changed again november 22 to ATT - for some reason they moved back to the original provider. Consumers need more support from you on these issues also.

ORIGINAL

**For PSC Webmaster Use Only:**

Mozilla/4.0 (compatible; MSIE 6.0; Windows NT 5.1; YComp 5.0.2.6)

<http://www.psc.state.fl.us/consumers/complaint/review.cfm>

[www.psc.state.fl.us](http://www.psc.state.fl.us)

March 4, 2003

Florida Service Public Commission  
Consumer Services  
2540 Shumard Oak Blvd.  
Tallahassee, Fla. 32399-0850

RE: MIKO TELEPHONE COMM., INC.

Dear Sir:

I am directing this letter to your attention to inform you of the deceptive and questionable practices used by the above referenced company for the purpose of "slamming" customers from one provider to another. In this particular situation I use Bell south to provide my local telephone service, and I utilize IDT Corporation out of Newark, New Jersey for my long distance service. I have been their customer for many years.

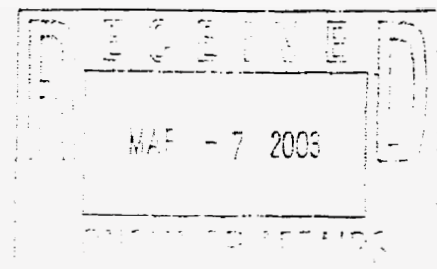
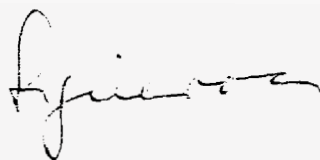
During the month of December 2002 I received a telephone call from a person requesting verification of my name, address, and to provide them with my date of birth, and some additional personal information. Not having been provided with the reason for this request, I advised this individual that such information was personal confidential information that I was not willing to reveal, and I preceded to hang up.

Upon receipt of my January telephone bill from Bell South, I was surprised to find out that my long distance carrier had been switched to MIKO TELEPHONE COMM., INC a company that at no time had been authorized to handle my long distance service. I proceeded to contact Bell South to alert them of the above, and I express my objection to having been "slammed" by this company, and that I was not willing to pay for higher priced services that I had **not** authorized. I tried to contact MIKO TELEPHONE COMM., INC. to alert them of the above, however, ILD TELESERVICES INC. refuses to provide an address where to send them a copy of this complaint.

In view of the above, I am here requesting your assistance in resolving this matter, and to help me preserve my personal rights as a customer, and the telephone service that I have enjoyed for many years. I am also here strongly objecting to the deceptive questionable tactics used to switch my telephone service.

Sincerely yours;  
Alicia Figueroa.

Cc Bell South  
IDT Corp.  
(2) Bills attached.



Mico Communications, Inc.  
2100 S. Bridge Parkway, Suite 650  
Birmingham, Alabama 35209  
Re: 321-259-7342-783-3142  
4/11/03

Jessy Woolstencroft  
3024 Savannah Way # 104  
Melbourne, Florida 32935

I am writing in response to a bill that has appeared on my Bellsouth phone bill and use this method to inform you that I dispute these charges in their entirety.

I plan on filing a complaint with the FCC and the Florida Utilities Commission and ask them to investigate what I consider to be fraudulent activities on the part of Mico Communications and ILD.

I base the complaint on a fact that I received an unsolicited phone call, where I was asked some questions by a personable solicitor. I tried to be polite during my conversation. We spoke at some length about different issues. The solicitor finally asked the question that he was interested in: Do you want to try another long distance carrier? My answer was clear and undeniable: "NO."

The solicitor persisted in trying to persuade me to change over. I explained to him that I had been with Sprint for many years and was pleased with their honesty and courtesy, and that under no circumstances would I change.

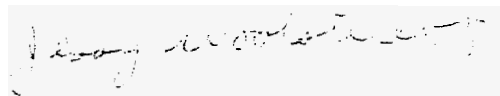
At some time later we came to realize that we had been slammed by a company called ILD. My husband and Myself had not linked the two events, until my husband called Mico Communications and told me that he had heard a voice recording of me accepting to be switched over to ILD. I could not believe what I heard.

I am writing to tell you that at no time did your solicitor tell me that he was recording the conversation. I NEVER accepted to be switched to your company. The only thing that I can assume, is that you created the voice recording that my husband heard by editing the conversation that you recorded without my permission.

I refuse to accept any responsibility for the bill that you claim I owe you, and will not pay one cent of it, regardless of what you do. I will fight you every inch of the way, to wherever you want to take this thing.

I believe that the Corporate Executives of Mico Communications, ILD, those that create the policies, that have caused me to have this unwanted problem: are the lowest forms of life that exist on this planet. You are rip-offs running a scam. You should be in jail, and I truly hope that someday you make it. You will never have my business.

Jessy Woolstencroft 4/11/03





ORIGINAL

Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850  
Complaints Dept. Re: Mico Communications  
Case file # 321-259-7342-783-3142

Jessy Woolstencroft  
3024 Savannah Way # 104  
Melbourne, Florida 32935  
4/11/03

APR 14 2003

Dear Sir / Madam:

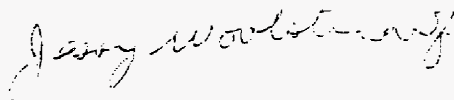
I would like to file a complaint regarding the above mentioned company an case number. I enclose a disclaimer letter that I sent to Mico Communications. I think you will be able to draw all the information that you need from the same letter.

I cannot explain how these people produced the tape recording that my husband had replayed to him over the phone. He told me that it was definitely my voice that he heard.

I am a 42 year old woman with complete and normal use of all my faculties; and I know that I never authorized the transfer of my long distance service to Mico/ ILD. As I explain in my letter, I have been with Sprint Long Distance for many years, because I have always been treated in a very courteous and professional manner, and I like their rates. I would never leave Sprint for an unknown company.

As far as I am concerned, I have been slammed, and if the State of Florida has laws on the books regarding this type of behavior, then I would like to insist that you fulfill your mandate, and apply the law to it's fullest extent.

Thank You;



Jessy Woolstencroft

Docket No. 031031-TI  
Date: June 17, 2004

Attachment J

**Subject:** MAIL from 65.190.3.33  
**Date:** Wed, 18 Dec 2002 17:26:14 -0500 (EST)  
**From:** WWW Server <wwwsrvr@www2.doacs.state.fl.us>  
**Reply-To:** consum@doacs.state.fl.us  
**To:** odchoop@yahoo.com

                      
RJP

Date: Wed Dec 18 17:26:14 EST 2002

Person Filing Complaint:  
Mr. Orlando D. Cabeza

7885 S.W. 73 Place  
Miami, Florida 33143  
Work Phone: (305) 443-6163  
Home Phone: (305) 663-5412

ORIGINAL

DEC 21 2002

Business or Person Complained Against:  
Miko Telephone Comm., Inc.  
unknown  
unknown, unknown unknown  
Phone: (866) 705-3082

Product or Service Involved: long distance service  
Cost of Product: \$22.21  
Did you sign a contract or any other similar papers: No  
Are you presently represented by a lawyer?: No  
Have you filed suit in court?: No

**Explain Your Complaint Fully:**

Sometime in October of 2002, my wife, Yvonne Cabeza, received an unsolicited call from a long distance company. The person calling was a man (the importance of this fact will become evident later on). He explained to my wife that they were offering a promotional FREE long distance card with 1200 FREE minutes. The goal was to expose us to their long distance service and, if we were satisfied, switching to them for long distance connection. At no time did the "pitch-man" ever advise my wife that by agreeing to accept the FREE long distance card she was also agreeing to switch long distance carriers.

In any event, the "pitch-man" requested my wife's permission to record the call so that they may have verification that she is accepting the FREE long distance card and obtain her mailing information where they could send the FREE long distance card.

However, we never received the FREE long distance card as promised. Instead, when I received my telephone bill ending November 20, 2002, I noticed that Miko Telephone Comm., Inc. had charged me a \$6.00 "connection fee" on November 6, 2002. Additionally, they charged me \$14.04 in direct dialed long distance calls plus \$2.17 in taxes, for a total of \$22.21.

Having not heard of this company, I promptly contact my telephone company, Bell South. They informed me that I had authorized them to change my long distance carrier from AT&T to Miko. I did no such thing, nor did my wife. I then contacted Miko at the telephone number listed on my telephone bill. However, that number is for ILD Teleservices, Inc., who does Miko's billing. They gave me Miko's 866 telephone number.

When I called Miko and addressed the foregoing, the customer service representative advised that my wife had authorized them to change long distance carriers and that they had a recording of same. I asked to listen to the recording and, after several minutes of waiting, they played it for me. However, the portion of the recording which purportedly indicates that we are authorizing a change to Miko is in a female voice and it cuts in and out between her and the male "pitch-man" who placed the call as if the recording has been altered or modified. AGAIN, IT IS IMPERATIVE TO

UNDERSCORE HERE THAT AT NO POINT IN TIME DURING THAT CALL DID THE "ITCH-MAN" EVER REPRESENT TO MY WIFE THAT SHE WAS AGREEING TO SWITCH LONG DISTANCE CARRIERS! Indeed, if asked, my wife would tell you that she would not have agreed to changing long distance carriers without discussing it with me first and obtaining my approval. Indeed, the telephone service is in my name, not my wife's.

I asked to speak with a supervisor about the foregoing. I spoke with "Mauricio." He would not give me his last name, but he said he was representative number 917. He refused to credit the \$22.21 because they had obtained our approval. At that time, I advised him that I had informed Bell South of the foregoing events and disputed the charges. I further advised him that Bell South instructed me not to pay same and that they would follow up with Miko. Finally, I advised him that I thought that perhaps they had some kind of fraudulent scheme mislead consumer into thinking they were only agreeing to a FREE long distance card when, again via fraud by altering the audio tape, change their long distance carrier. To that end, I advised him that I would be filing a complaint with your agency to investigate the foregoing.

ORIGINAL

What Would Satisfy Your Complaint?:

First, I want them to formally credit my account the \$22.21 they improperly and without authorization charged to my account.

Second, I would like your agency to further investigate this matter. If indeed there is a fraudulent scheme, I would like to see such an entity out of business and criminally prosecuted.

Do you authorize DOACS to send a copy of complaint to the business you are complaining against or any other government agency for purposes of mediation, investigation or enforcement?: Yes

Have you read 'FALSE OFFICIAL STATEMENTS' provided in the Florida Statutes?: Yes

Have you read the paragraph regarding the role of the Department of Agriculture and Consumer Services in providing assistance to you?: Yes

Signature: Orlando Cabeza  
Date of Signature: 12/18/02  
E-mail Address: odchoop@yahoo.com

Message created by DOACS Consumer Complaint Web Form on Dec 18, 2002.

Date: June 17, 2004

**COMPLAINTS FOR WHICH MIKO FAILED TO INCLUDE  
ALL THE REQUIRED STATEMENTS ON THE TPV**

	<b>CATS NO.</b>	<b>CUSTOMER NAME</b>	<b>BTN</b>
1	506549	Evelyn Gray	352-347-2841
2	510289	Vanita Aviles	305-545-7525
3	510547	Mariano Oyarbide	386-789-2758
4	510660	Lynette Jaramillo	813-909-0292
5	515191	Harvey Joel Goldman	850-385-5222
6	517387	Gilbert Perez	786-242-1617
7	523466	Fredy Urias	561-998-8197
8	527895	Mario Suarez	239-594-0305
9	528575	Oscar Dominguez	305-226-5399
10	528632	Alexis Perales	561-627-8122
11	530254	Gilberto Davila	305-819-1802
12	532783	Alfanzo Colon	407-645-0441
13	534275	Mike Hernandez	305-285-4349
14	536617	Oscar Agudelo	813-908-5726
15	539774	Rosa Marrero	407-422-2440
16	540017	Deardee Proenza	305-552-6072
17	540856	Raul Paredes	305-577-4058
18	543061	Benigno Pesantes	305-387-3865
19	544466	Robert Marco	305-386-9358
20	545608	Lynette Jaramillo	813-909-0292
21	546262	Jose Fernandez	305-256-9732
22	546271	Roger Lcanbalceta	305-274-2297
23	547033	Juana Rodriguez	305-538-0180
24	565204	Luis Arcos	305-270-2021

Date: June 17, 2004

**COMPLAINTS FOR WHICH MIKO FAILED TO INCLUDE  
ALL THE REQUIRED STATEMENTS ON THE TPV**

	<b>CATS NO.</b>	<b>CUSTOMER NAME</b>	<b>BTN</b>
1	480887	Ledda Lorenzo	407-344-4141
2	483333	Hector Puig	352-372-4105
3	498610	Lance Ahyee	305-245-0996
4	506608	Aneida Acosta	305-598-2172
5	506980	Gope Enterprises / Yadi Vargas	305-885-6233
6	507597	Anaiz Badia	305-264-3886
7	507755	Raul Alba	305-884-2875
8	508034	Ivelise Velez	407-812-9946
9	508294	Carmen Faunde	305-673-1526
10	508869	Antonia Marrero	352-666-3929
11	508937	Grettel De La Torre	305-821-8697
12	510101	A Car 4 U Corp. / Tracy Aldridge	305-635-2507
13	510726	Luis Ahumada	407-384-6530
14	510841	Jorge Ferrero	954-704-9110
15	511250	Alberton Fernandez	305-445-8241
16	512241	Sara Timoneda	305-649-4372
17	512265	Guillermina Fernandez	239-693-7237
18	512643	Rita Dunayew	561-750-2164
19	513224	Thomas Bryant	561-691-1396
20	513527	Margarita Hurtado	305-285-1767
21	513904	Jorge Calvo	305-836-6897
22	514048	Goldie Wilson	352-383-4901
23	514160	Howard Deichert	561-470-9995
24	514687	Rafael Gonzales	305-634-2902
25	514823	Sila Barquin	813-885-6387
26	514942	Lindsay Beharry	352-336-4367
27	514947	Camilo Caceres	407-380-9807
28	515305	Rafael Figueroa	305-856-8744
29	515638	Guido De La Osa	305-821-9194
30	517597	Camilo Cartagena	352-489-0954
31	518589	Luis Manuel	727-343-2812
32	518736	Grace Calvini	305-674-9247
33	518879	Mariann Barry	727-559-0474
34	518918	Orlando Cabeza	305-663-5412
35	519701	Pam Durham	941-493-6365
36	519914	Alberto Rojas	954-423-9024
37	520675	Adam Segan	305-820-8392
38	520833	Ana Salas	305-441-0330
39	520962	Ray & Martha Jones	850-622-1070
40	521009	Ariel Rodreguez	305-823-0120
41	521069	Marta Coca	305-264-0772
42	521163	Alicia Figueroa	305-221-4879
43	521167	Michelle Hernandez	407-260-6919
44	521956	Dulce Rosas	305-884-0459

**COMPLAINTS FOR WHICH MIKO FAILED TO INCLUDE  
ALL THE REQUIRED STATEMENTS ON THE TPV**

	<b>CATS NO.</b>	<b>CUSTOMER NAME</b>	<b>BTN</b>
45	521966	Ignacio Fermin	954-597-8799
46	522325	Helen Hatchett	850-907-9375
47	522543	Charo Mata	954-442-4570
48	522798	Robert Durant	305-364-0999
49	522907	Manuel Oliver	386-789-2142
50	523801	Cecilia Sarmiento	954-370-3958
51	526784	Margarita Cruz	407-281-1807
52	526804	Bonnie Losak	305-866-6133
53	526882	Dawn Taylor-Church	407-896-2152
54	526916	Clifton & Bet Lawton	407-891-1573
55	527129	Alvaro Cabrera	305-662-9910
56	527272	Francisco Erbiti	305-826-5637
57	527277	Mario Diaz	305-595-6888
58	527310	Marienela Armada	305-856-6541
59	527763	Jessy Wollstencroft	321-259-7342
60	527943	Yolanda Negron	305-235-3454
61	528348	Michael Wald	954-986-0201
62	528460	Melba Jimenez	305-264-6576
63	528760	Jim Davis	305-872-9494
64	528855	Humberto Valladares	305-383-2487
65	529134	Marb Maracallo	954-752-5275
66	529201	Marta Baez	407-977-3789
67	529314	John O'Connell	352-666-5840
68	529551	Juliana Fresno	305-385-1302
69	529985	Francisco Turrillo	305-884-2167
70	530376	Carmen Valiente	305-443-4536
71	530428	Lucio A. Rodriguez	305-856-7760
72	530798	Ruth Santiago	305-271-0709
73	531521	Jacqueline Machado	305-625-5849
74	531522	Roberto Duarte	305-266-1084
75	531639	Maria Calderin	305-551-7252
76	531751	Lifeng Xiang	407-673-1628
77	531879	Miguelina Pena	305-681-7902
78	532297	Aida Comins	305-538-2676
79	532311	Rudesinda Arregui	305-532-5748
80	532329	Oscar Canas	305-373-2461
81	532587	Edith Campins	386-447-1838
82	533133	Tania Faife	305-868-1527
83	533323	Juan M. Luis	305-643-9083
84	533499	Mark Benevento	954-522-6969
85	533624	Castro Fernando	561-744-3575
86	533643	Helen Wutke	850-243-8963
87	534590	Malena Marcano	305-538-5103
88	534956	Eneolio J Beruvides	305-220-9487

**COMPLAINTS FOR WHICH MIKO FAILED TO INCLUDE  
ALL THE REQUIRED STATEMENTS ON THE TPV**

	<b>CATS NO.</b>	<b>CUSTOMER NAME</b>	<b>BTN</b>
89	534966	Paula Dadone	305-949-0453
90	535297	Laurie & Fernand Zapata	561-488-7345
91	535455	Luciana M. Garcia	305-267-7942
92	536188	Donald Beach	941-475-0657
93	536682	Maria Betancourt	305-551-8124
94	536948	Maria Morales	305-264-4319
95	538563	Libarda Barrero	305-625-6296
96	539082	Joseph Pagan	386-532-0075
97	540560	Conception Lorenzi	863-427-2073
98	541037	Tatiana Ruiz	305-255-4030
99	541294	Raul Torres	305-861-7848
100	541492	Isabel Brito	305-642-8519
101	541864	Manuel Perez	305-866-8451
102	542590	David Oliver	305-866-9204
103	542685	Jose Garcia	305-545-6985
104	542747	Estela T. Delgado	305-827-6494
105	543416	Carmen Bonell	305-861-2863
106	544206	Amancio G. Davis	954-427-7669
107	544955	Francisco E. Bahamonde	305-383-7264
108	545727	Maria Maz	305-586-4167
109	546460	Jose Reyes	863-984-3365
110	546804	Mark Davis	352-542-2621
111	548501	Charles Destro	727-781-8824
112	549097	Jose Abrego	813-231-5808
113	549534	Luis Rivera	407-344-3563
114	550042	Alba Acosta	305-228-1991
115	550474	Carmen Roman	813-996-9545
116	550949	Dalia Navarro	305-888-5948
117	551086	David Sotomayor	813-962-2078
118	551440	Tami Daughtry	386-935-2159
119	551646	Cletus Hamrick	813-839-8631
120	552757	Ana D. Villar	305-944-8634
121	552767	Martha Duncan	863-635-2652
122	554333	Rene & Erika Zayas	305-553-5607
123	554794	Randolph Gray	850-973-3439
124	556568	Enexis Medina	239-774-5831
125	557258	Nora Lopez	305-262-7648
126	559270	Alexandra Martinez	813-932-2635
127	559751	Ruben Marinez	954-441-0465
128	560598	Jazz Irizarry	863-686-2492
129	565220	William & Lucy Bailey	386-328-6485
130	565974	Iris Ortiz	305-252-9817

POWELL, GOLDSTEIN, FRAZER & MURPHY LLP

ATTORNEYS AT LAW

www.pgfm.com

PLEASE RESPOND: Washington Address

Sixteenth Floor  
191 Peachtree Street, N.E.  
Atlanta, Georgia 30303  
404 572-6600  
Facsimile 404 572-6999

Sixth Floor  
1001 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004  
202 347-0066  
Facsimile 202 624-7222

Direct Dial: 202-624-3927  
E-mail: rgalbrea@pgfm.com

July 25, 2001

OFFICIAL COPY

FILED

JUL 26 2001

Clerk's Office  
N.C. Utilities Commission

Clerk  
AG  
Wigfall  
Goodwin  
2 Legal  
2 Comm.  
1 Con. serv.

**BY FEDERAL EXPRESS**

Chief Clerk  
North Carolina Utilities Commission  
4325 Mail Service Center  
Raleigh, North Carolina 27699-4325

Re: Miko Telephone Communications, Inc.  
Application for Certificate of Public Convenience and  
Necessity to Offer Long Distance Telecommunications  
Service on a Resale Basis

A1129 SUBO

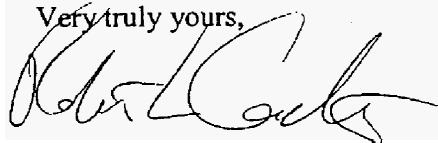
Dear Sir or Madam:

On behalf of Miko Telephone Communications, Inc., there are submitted herewith an original plus nine copies of an application for a certificate of public convenience and necessity to offer long distance telecommunications service in North Carolina on a resale basis. Also enclosed is a check for the sum of Two Hundred Fifty Dollars (\$250.00) to cover the fee associated with this filing.

An additional copy of this cover letter is provided. Please date stamp this copy as proof of receipt and return it to our office in the enclosed self-addressed stamped envelope. *rgm*

Should there be any questions regarding the materials submitted herewith, please contact the undersigned.

Very truly yours,



Robert L. Galbreath

For Powell, Goldstein, Frazer & Murphy LLP

RLG/mc

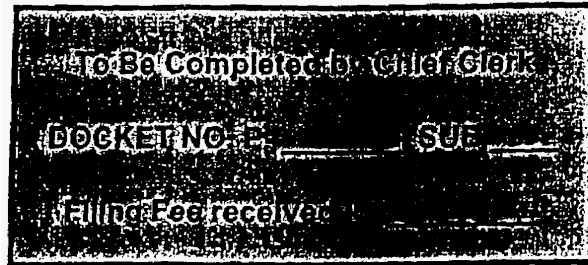
Attachments

Cc: Kelly Cameron, Esq.  
Margaret Currie  
Geri Duty



**APPLICATION FOR A CERTIFICATE OF PUBLIC  
CONVENIENCE AND NECESSITY TO  
OFFER LONG DISTANCE TELECOMMUNICATIONS  
SERVICE BY A RESELLER**

**FILED**  
JUL 26 2004  
Clerk's Office  
N.C. Utilities Commission



PII291 SUBO

**Note:** To apply for a Certificate, Applicant must submit a filing fee of \$250.00 and the typed original and 9 copies of this document to the Commission at the following address:

Chief Clerk  
North Carolina Utilities Commission  
4325 Mail Service Center  
Raleigh, North Carolina 27699-4325

The application must be properly completed and correctly verified. If it is not, a copy of the application will be returned to the Applicant, and the application will not be further processed. If the Applicant wishes to continue with the application, a correct application must be resubmitted with a new filing fee. The original filing fee will not be returned.

**APPLICANT**

Miko Telephone Communications, Inc.  
(NAME)

1 Chase Corp. Drive, Suite 490, Birmingham, AL 35244  
(PHYSICAL ADDRESS - STREET, SUITE NUMBER, CITY, STATE, ZIP)

(MAILING ADDRESS - IF DIFFERENT FROM ABOVE)

Yes [ ] No [ X ] Does the Applicant own, lease, or operate transmission facilities (whether within North Carolina or not) which will be used to complete intrastate calls in North Carolina?

Yes [ ] No [ X ] Has the Applicant provided in the past or is the Applicant currently providing intrastate long distance service in North Carolina?

If the answer to the above question is yes, attach a detailed explanation.

Yes [ ] No [ X ] Does the Applicant intend to operate under an assumed name?

If the answer to the above question is yes, provide the assumed name or names on an attached sheet.

**Special Provisions Applicable To Long Distance Carriers Intending To Offer Alternative Operator Services (AOS)**

The Commission has stated that an AOS provider "specializes in the business of offering operator services to transient venues. The 'customer of the AOS is not the end-user, but what is called a 'traffic aggregator'--i.e., a payphone provider, a hotel, motel, hospital, or like establishment serving the traveling public." Both the AOS provider and the contracting party have an interest in keeping the rates charged to the end user high, and there is an inherent problem in the transient venue with adequate customer notice and choice. In previous cases, the Commission has concluded that calls made from aggregator locations by end users who are not customers of the long distance carrier should be considered AOS-type calls. If the long distance carrier's intrastate minutes of use from these types of calls exceed fifty (50%) of its total intrastate minutes of use, then the long distance carrier should be classified as an AOS provider. (See Order issued July 25, 1994, in Docket No. P-316) The Commission, in its October 21, 1988, Order in Docket No. P-100, Sub 101, concluded that long distance carriers classified as AOS providers would not be certified.

Yes [ ] No [ X ] Does the Applicant intend to provide operator assisted calls?

Yes [ ] No [ X ] Does the Applicant intend to complete intrastate calls originating at aggregator locations?

\_\_\_\_\_ %

If the answer to the above question is yes, what is the amount of usage the Applicant estimates it will have from intrastate AOS-type calls expressed as a percentage of total intrastate usage?

**COMMISSION CONTACTS**

**FOR: GENERAL REGULATORY MATTERS**

Margaret Currie, President

(NAME- PRINTED OR TYPED)

1 Chase Corp. Drive, Suite 490, Birmingham, AL 35244

(PHYSICAL ADDRESS - STREET, SUITE NUMBER, CITY, STATE, ZIP)

(MAILING ADDRESS - IF DIFFERENT FROM ABOVE)

(205) 980-8806

(TELEPHONE NUMBER)

(205) 733-1153

(FACSIMILE NUMBER)

**FOR: COMPLAINTS**

same as above

(NAME- PRINTED OR TYPED)

(PHYSICAL ADDRESS - STREET, SUITE NUMBER, CITY, STATE, ZIP)

(MAILING ADDRESS - IF DIFFERENT FROM ABOVE)

(866) 705-3082

(TELEPHONE NUMBER)

(866) 228-9495

(FACSIMILE NUMBER)

**FOR: REGULATORY FEE PAYMENT**

same as above

(NAME- PRINTED OR TYPED)

(PHYSICAL ADDRESS - STREET, SUITE NUMBER, CITY, STATE, ZIP)

(MAILING ADDRESS - IF DIFFERENT FROM ABOVE)

(TELEPHONE NUMBER)

(FACSIMILE NUMBER)

**CERTIFICATION**

The undersigned certifies to the North Carolina Utilities Commission as follows:

1. That the Applicant, as a reseller, neither owns, leases, nor operates transmission facilities which are used to complete North Carolina intrastate calls.
2. That if the Applicant purchases or enters into a lease agreement for transmission facilities which will be used to complete intrastate calls in the State of North Carolina, the Applicant will file a petition to amend its Certificate of Public Convenience and Necessity.

3. That the Applicant complies with the requirements concerning the solicitation of customers as provided in Subpart K of Part 64 of the Federal Communications Commission's (FCC) Rules and Regulations.

4. That, if the Applicant provides operator services, it complies with the requirements concerning the provision of operator services to end users at aggregator locations provided in Subpart G of Part 64 of the FCC's Rules and Regulations.

5. That the Applicant has reviewed the following North Carolina General Statutes and Commission Rules and Regulations; and that the Applicant acknowledges that it is subject to such North Carolina General Statutes and Commission Rules and Regulations:

G.S. 62-111(a)	G.S. 62-115	G.S. 62-117
G.S. 62-118(a)	G.S. 62-140	G.S. 62-302
G.S. 62-310(a)	G.S. 62-311	
Commission Rules R12-1 through R12-9		Commission Rule R15-1

6. That the Applicant agrees to maintain its books and records in accordance with generally accepted accounting principles.

7. That the Applicant agrees to notify its affected customers, by direct mail or bill insert, regarding any increase in rates, regardless of whether other rates are reduced, at least fourteen (14) days in advanced of the effective date of the increase.

8. That the Applicant agrees to notify its affected customers, by direct mail or bill insert, at least fourteen (14) days in advance of the discontinuance of any service offering.

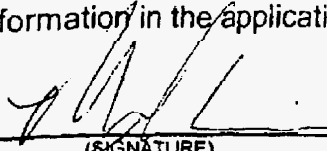
9. That the Applicant agrees to impose usage rates for operator assisted calls no higher than the usage rates for comparable calls of its basic long distance service.

10. That if the Applicant intends to operate under a name other than the exact name that appears on its articles of incorporation, partnership agreements, or a name other than its real name, that the name has been certified according to G.S. 66-68.

11. That the Applicant agrees to notify the North Carolina Utilities Commission, of any change in its (1) address, either physical or mailing; (2) Commission Contacts; or (3) name under which it does business (d/b/a) within thirty (30) days of the effective date of any such change by mailing a notice of such change to the following address:

Chief Clerk  
North Carolina Utilities Commission  
4325 Mail Service Center  
Raleigh, North Carolina 27699-4325

12. That the Applicant understands that falsification or failure to disclose any required information in the application may be grounds for denial or revocation of any certificate.

 _____ (SIGNATURE)	President _____ (TITLE)
Margaret Currie _____ (NAME - PRINTED OR TYPED)	7/9/01 _____ (DATE)


**VERIFICATION**

STATE OF Georgia COUNTY OF Fulton

The above-named Margaret Currie, personally appeared before me this day and, being first duly sworn, says that the facts stated in the foregoing application and any exhibits, documents, and statements thereto attached are true as he verily believes.

WITNESS my hand and notarial seal, this 9<sup>th</sup> day of July, 2001.

My Commission Expires: 3/2/02

  
\_\_\_\_\_  
Signature of Notary Public

Robert Currie  
\_\_\_\_\_  
Name of Notary Public - Typed or Printed

**Note to Notary:** See verification requirements under "Completing the Application"