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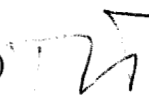
MEMORANDUM

07 JAN 29 PM 1:32

January 29, 2007

COMMISSION
CLERK

TO: DIVISION OF THE COMMISSION CLERK AND ADMINISTRATIVE SERVICES

FROM: OFFICE OF THE GENERAL COUNSEL (TAN) 

RE: DOCKET NO. - PETITION TO INVESTIGATE, CLAIM FOR DAMAGES, COMPLAINT, AND OTHER STATEMENTS AGAINST RESPONDENTS EVERCOM SYSTEMS, INC. D/B/A CORRECTIONAL BILLING SERVICES AND BELL SOUTH CORPORATION, BY BESSIE RUSS.

Please place the attached documents in the above-referenced docket.

October 20, 2006 - Letter from Bessie Russ to the Florida Public Service Commission and the Federal Communications Commission.

October 20, 2006 - Petitioner, Bessie Russ's Reponse to Respondents BellSouth's Partial Motion to Dismiss and Answer

November 13, 2006 - Letter from Bessie Russ to Felicia West.

- CMP _____
- COM _____ TLT
- CTR _____ Attachment
- ECR _____
- GCL _____
- OPC _____
- RCA _____
- SCR _____
- SGA _____
- SEC _____
- OTH _____

DOCUMENT NUMBER-DATE

00904 JAN 29 5

FPSC-COMMISSION CLERK

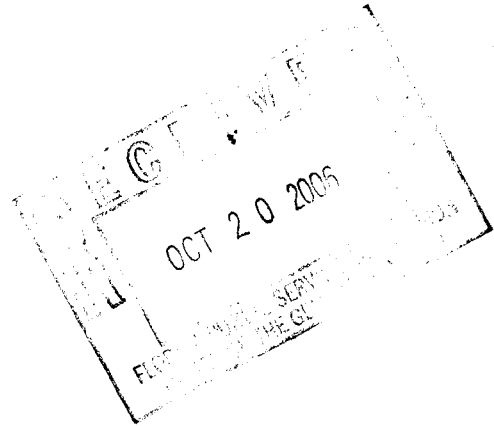
Bessie Russ
745 Orange Street
Chipley, Florida 32428

In re: docket number 060640-TP

October 21, 2006

Florida Public Service Commission
2540 Shumard Oak Blvd
Tallahassee FL 32399-7019

Federal Communications Commission
Consumer Complaints
445 12th Street SW
Washington DC 20554-0001



Dear Sir or Madam:

Please find enclosed a response to Respondents recent response. Please also note respondents failed to mention a leading Florida Supreme Court case on the matter. If respondents were in a court of law, they would have been sanctioned for not doing so. In addition, Respondents Correctional Billing Services has failed to respond and as such, their silence should be treated as a general denial. It is Petitioner's position and belief that Respondents would like the matter to be settled in a private action (opposed to a possible class action) so that they may continue "business as usual". However, this is and should be unacceptable by today's standards of a civilized society, as Petitioner has spoken with other individuals who have experienced the same problems. This cannot be s coincidence.

Next, the fact that Respondent's have communicated with one another, before Petitioner filed this complaint, about Petitioner's records shows that Respondents have gone beyond the scope of consent given to them with respect to Petitioner's privacy. While it is understandable that companies have to communicate with one another, this communication in particular could have simply stated the account number or some other reference to identify the correct account and that Petitioner had paid the amount requested in full, made a partial payment or denied the charge. As it stands, Petitioner has no knowledge what is in the e-mails except that Correctional Billing Services was told to turn off the service.

Finally, even if none of the requested relief sought could be granted there is a "savings clause" in the complaint that allows the complaint to be salvaged and to be granted any relief that is just and equitable or that could be appropriately given. A consumer's complaint is not meant to be the Public Service Commission's official statement or opinion on the matter, but is meant to guide the commission to problems within the telecommunications field including ant- competitive, illegal, bad faith, or unfair business practices. Consumers often bring most corporate wrongs to light and the fact that Respondents try to "sweep it under the rug" will not change nor address the problem. Despite Respondents, insistence that the point is moot- it is not, for this situation is certainly able to repeat itself and dodge review. Such an incident, which is capable of repetition and dodging review, is an exception to the mootness doctrine.

Respectfully,


Bessie Russ

TO THE FEDERAL COMMUNICATIONS COMMISSION AND THE PUBLIC SERVICE COMMISSION (ORIGINALS FILED WITH THE ABOVE LISTED)

DOCKET NUMBER: 060640-TP

PETITIONER, BESSIE RUSS'S REPOSE TO RESPONDENTS BELLSOUTH'S PARTIAL MOTION TO DISMISS AND ANSWER

RESPONSE TO INTRODUCTION

1. Petitioner does not deny paragraph A contained in the document entitled "Bellsouth's Partial Motion to Dismiss and Answer" in so far as it is a summary of Petitioner's position.
2. Petitioner denies the averments contained in paragraph B of the introduction.

RESPONSE TO MOTION TO DISMISS

3. Petitioner agrees with paragraph A under the heading entitled Motion to Dismiss in so far as the case of *Varnes v. Dawkins*, 624 So.2d 349 (*Dawkins*) sets the standard for a motion to dismiss. In that appellate opinion the court stated "[i]n determining the sufficiency of the complaint, the trial court may not look beyond the four corners of the complaint, consider any affirmative defenses raised by the defendant, nor consider any evidence likely to be produced by either side. *Martin v. Principal Mutual Life Ins. Co.*, 557 So.2d 128 (Fla. 3d DCA 1990); *Lewis State Bank v. Travelers Ins. Co.*, 356 So.2d 1344 (Fla. 1st DCA 1978). Significantly, all material factual allegations of the complaint must be taken as true." (other citations omitted).
4. It is obvious by this courts opinion and standard that the Petitioner's allegations be given great or total weight in deciding a motion to dismiss.
5. Respondents failed to mention that the motion to dismiss which had been granted by the lower court, was subsequently overturned by this ruling- although the facts of this case and *Dawkins* are substantially different, this further supports Petitioner's view that

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most motions to dismiss are not granted and that Petitioner's claim should be given the "benefit of the doubt."

6. Petitioner agrees with paragraph B under the heading entitled Motion to Dismiss in so far as jurisdiction can not be created, destroyed nor conferred by agreement of the parties. Jurisdiction can only be obtained by law. The legislature's ability to confer or alter jurisdiction is kept in bounds by the courts through the power conferred upon it by a constitution.
7. The Florida Supreme Court in the case of *Florida Interexchange Carriers Association v. Thomas M. Beard, etc., et al*, 624 So.2d 248 (*Beard*) has stated that an order arising from an administrative agency is "clothed with the statutory presumption that they have been made within the Commission's jurisdiction and powers, and that they are reasonable and just and such as ought to have been made." In which the court was quoting from the case of *General Tel. Co. v. Carter*, 115 So.2d 554, 556 (Fla.1959).
8. This language implies that an administrative order is given the presumption that an administrative order is correct until proven otherwise. Furthermore, this ruling also held that the Florida Statutes "gives the Commission exclusive jurisdiction to regulate telecommunications." (*Beard*)
9. While the Public Service Commission does not have the jurisdiction to decide if federal matters it does have the power to refer or work with other administrative agencies to determine if any violation of the law has occurred and whether such matters should be pursued in a court of law. Furthermore, the Public Service Commission has the power to issue orders as to documents and other such matters when it is engaging into an inquiry. Respondents seek to deafen this power through its discussion of jurisdiction, but the fact remains the courts and the legislature have given the Public Service Commission the exclusive jurisdiction over telecommunication providers. If Respondents do not wish this to be, they may lobby the legislature or stop doing business in Florida.
10. Even if such remedies can not be granted by the Public Service Commission the Petitioner has filed this complaint with the

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COMMUNICATIONS SECTION

Federal Communications Commission and the Petitioner has included a "savings clause" in the petition in the relief section requesting any other relief that the Public Service Commission shall deem just and equitable. This clause allows the Public Service Commission in essence to grant appropriate relief including a joint investigation conducted by Federal agencies and other appropriate agencies. Furthermore, the Commission could file a class action or allow the Attorney General; upon a finding of wrongdoing which violated acts and statutes listed in the complaint on behalf of all Floridians who experienced harm by Bellsouth's acts. The Public Service Commission can also seek injunctions according to Florida Statutes 364.015.

11. Respondents also argue that not all parties are not present before the Public Service Commission. This is not entirely true- while it maybe true that Sprint provides the necessary service, Corrections Billing Services prepares the billing for Sprint. Upon receiving an e-mail from Respondents Bellsouth to disconnect the service, Correctional Billing Services instructed Sprint to do so. In essence, Correctional Billing Services is responsible for recommending to Sprint when and whose service to disconnect contingent on the local telephone providers recommendation.
12. Respondents also failed to mention that in the past Petitioner had been slammed and had filed a complaint. Since that time, petitioner has not had long distance service as Respondents refused to return petitioner to her status quo before slamming. While this has no direct bearing on this case it is indicative of Respondents disposition to these types of tactics.
13. Bellsouth Corporation admits it owns or Respondents are an entity. As such it is responsible for the actions of all entities within its control. While the Public Service Commission may not have jurisdiction over the Bellsouth Corporation; the Public Service Commission may refer the complaint or the portion thereof to or jointly investigated the complaint with the Attorney General's office; the Attorney General's office would have jurisdiction over the Florida Antitrust part of the complaint.
14. Respondents are required by Rule 25-4.111, of the Florida Administrative Code to "...make a full and prompt investigation of all complaints and service requests made by its customers, either

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FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20541

directly to it or through the Commission and respond to the initiating party within fifteen (15) days. The term "complaint" as used in this rule shall be construed to mean any oral or written report from a subscriber or user of telephone service relating to a physical defect, difficulty or dissatisfaction with the operation of telephone facilities, errors in billing or the quality of service rendered." If the Public Service Commission dismisses the complaint it will allow the Respondents to "duck and dodge" this rule which is essential in effectuating the legislature's objective- to create a fair and competitive market for telecommunications business providers that will result in cheaper rates and better service for all Floridians. It is the above stated rule that allows the shedding of light on telecommunication businesses dark undertakings. While it does not expressly state the investigation must be done in truthfulness and conducted in good faith- it is implied as that is the rule with all endeavors in the American court system. The fact that Respondents have an attorney does not alleviate this burden on them.

15. Bellsouth demands that Petitioner prove her case, while at the same time withholding the very evidence necessary to do so. In effect they attempt to "have their cake and eat it too." No where in the history of the United States court system is a person required to file evidence per se with a cause of action. Respondents seek to place a higher burden on Petitioner than would be placed on Petitioner in the court system; when Respondent at the same time admits that an administrative agency does not have as much authority or power as a court.
16. Florida Statute 364.604 clearly states that when certain charges have been paid, a telecommunications provider can not disconnect a customers service- it may take away optional features such as Caller ID, but not the service. Petitioner's service was taken away and if it was restored Petitioner has received no notice and did not receive notice that it had been disconnected. Such service was disconnected without just or reasonable cause.
17. Access to the e-mails is proper as Bellsouth has not asserted the defense that they are trade secrets not have they been determined to be so. Petitioner only learned of the e-mails after a conversation with both Respondents which Bellsouth no longer wanted to be a part of and consistently requested to not be part of.

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STATE OF FLORIDA
DEPARTMENT OF REVENUE

18. Furthermore, this Petition was filed on the recommendation of Correctional Billing Services. Petitioner seeks the cost necessary to prepare this complaint not as attorney fees, but as fees in response to the time, paper, stamps, ink and other resources necessary to prepare the initial petition as all of Petitioner's complaints were falling on "deaf" ears. If Respondents had complied with Petitioner's initial complaints which had been going on for over a month Petitioner would not have incurred such cost.

19. Florida Statutes 364.15 gives the Public Service Commission the power to compel telecommunication companies to make certain changes. This power to compel could be used to compel Respondents to improve its service to consumer complaints including installing new equipment that registers such complaints to ensure that consumer complaints no longer fall on "deaf" ears. Petitioner did mail a copy of the last Motion filed by Petitioner to Bellsouth's Atlanta Office, to the Federal Communications Commission and to Correctional Billing. To this date, Correctional Billing has not responded to the original complaint.

20. Finally, "[b]y giving the Commission exclusive jurisdiction over telecommunications services, the Legislature has provided the Commission with broad authority to regulate telephone companies." (*Beard*).

WHEREFORE, PETITIONER prays that the Public Service Commission, the Federal Communications Commission and any other agency necessary and proper investigate Petitioner's complaint thoroughly and request a copy of the e-mails that Correctional Billing Service stated they received from Bellsouth and give any other relief deemed just and proper to Petitioner.

Respectfully submitted October 20th, 2006



Bessie Russ
745 Orange Street
Chipley, Florida 32428
Telephone: (850) 638-9695

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OCT 20 2006

PETITIONER'S CERTIFICATE OF SERVICE

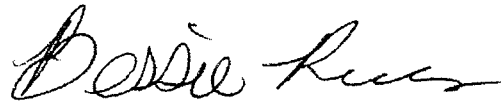
Petitioner hereby certifies under the pains and punishment of perjury that a true and correct copy of the foregoing was mailed on October 20th, 2006, to the parties listed below with sufficient postage attached thereto.

James Meza III
Manuel A. Guardian
c/o Nancy H. Sims
150 South Monroe Street, Suite 400
Tallahassee, FL 32301

E. Earl Edenfield, Jr.
Suite 4300
675 West Peachtree Street, NE
Atlanta, Georgia 30375

ATTN: Mr. Curtis Hopfinger
Correctional Billing Services
14651 Dallas Parkway, 6th Floor
Dallas, TX 75254-7476

Respectfully submitted October 20th, 2006



Bessie Russ
745 Orange Street
Chipley, Florida 32428
Telephone: (850) 638-9695

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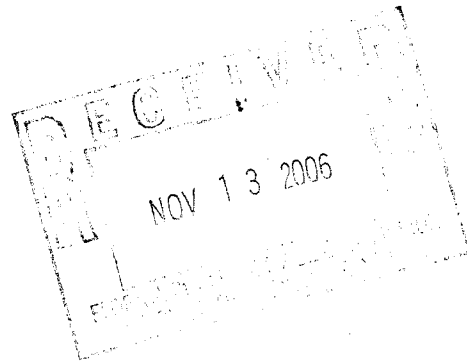
OCT 20 2006

Bessie Russ
745 Orange Street
Chipley, Florida 32428
(850) 638-9695
bessieruss@earthlink.net

In re: DOCKET NUMBER: 060640-TP

November 6, 2006

ATTN: Ms. Felicia West
Florida Public Service Commission
2540 Shumard Oak Blvd
Tallahassee FL 32399-0850



Dear Ms. West:

Recently Bellsouth mailed a motion to strike, stating that it was improper for me to respond to their motion to dismiss; however, they are mistaken. Such a response was warranted when a violation of the United States Constitution is involved. A person has a constitutional guarantee, to a certain degree of privacy in his person, papers and effects. Bellsouth has taken or violated this right by discussing my personal records without my knowledge or consent with third- party individuals. While I understand that communication amongst companies is necessary; such communication is limited to that of reasonable communication under the circumstances. Here, there is no "rhyme or reason" as to why Bellsouth sought the disconnection of my service with a third party; nor is there any reason why they sought the disconnection of such service of other individuals who used the third party's service. Bellsouth's action in my opinion amounts to an illegal search and seizure. Bellsouth had no authority, business or right to discuss or otherwise terminate my oral contract with a third party. A person has the freedom of choice with respect to which he or she contracts with so long as such choice does not amount to a criminal violation or is unreasonable. Here my choice was neither of those things.

Furthermore, after more investigation it turns out that neither of the respondents has been completely honest about their business dealings in that:

BELLSOUTH

1. Blatantly refuses to release the e-mails in reference to my account;
2. communicated with individuals about my account without my permission or consent (I hope the e-mails that were sent; were sent over a secure connection given the rise in identity theft crimes); and
3. failed to mention a relevant court case which was contrary to their position- a case that came from the highest state court, that clearly stated the Public Service Commission has jurisdiction over telecommunications and the Florida statutes state the same with respect to jurisdiction.

CORRECTIONAL BILLING SERVICES

1. It is more than just affiliated with Sprint who allegedly provides the service in fact see (the enclosed) http://www.myescambia.com/departments/purchasing/pdf/pd04_37.pdf that is a website that shows that Correctional Billing Services is actually affiliated or owned by a company called Everconnect or Evercom which in turn is affiliated with a company T-Netix which is in turn affiliated or owned by a company called Securus Technologies (http://www2.securustech.net/contact_default.asp);
2. no where on either website listed above does it state that Sprint provides the service for the Escambia County Corrections facility; which Correctional Billing and Bellsouth purport; and
3. doing a search on T-netix or Correctional Billing brings up numerous complaints (although I am unaware of the complaints validity).

Finally, the relative, which I sought to communicate with, has been released and to my surprise, despite the fact that both respondents contend the block had been removed it has not. The relative tried up to six times a day to do so and was informed there was a block. Bellsouth has now placed block on my other line according to Correctional Billing- even though no calls had been received from this loved on this other line and there is no amount owing to Correctional Billing. Bellsouth continues to offer its collect call services though. It is my opinion that there is no other word for the Bellsouth's behavior other than corporate greed. It is my belief that Bellsouth hoped there would be enough complaints against the other Respondent so that when it was time for the contract to be renewed it could then submit the low bid (thanks to the possible merger with ATT&t) and be chosen due to the number of complaints lodged against the other respondent. Bellsouth would then receive the (49.2% or more) of the revenue currently being generated. If such a contract were awarded it would be a travesty as competition fuels better service for consumers, it lowers prices, provides jobs and is what drives the American economy. Bellsouth's attempt to hide or misconstrue the law with respect to the Public Service Commission's jurisdiction only shows how far Bellsouth will go to raise its profits. The Federal Communications Commission should be made specifically aware of this complaint so that it can make an informed decision when the time presents itself to vote on the merger between the two companies.

Respectfully,

Bessie Russ

Bessie Russ

PETITIONER'S CERTIFICATE OF SERVICE

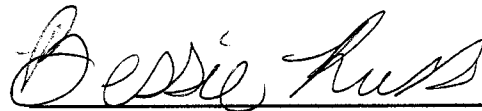
Petitioner hereby certifies under the pains and punishment of perjury that a true and correct copy of the foregoing was mailed on November 6th, 2006, to the parties listed below with sufficient postage attached thereto.

James Meza III
Manuel A. Guardian
c/o Nancy H. Sims
150 South Monroe Street, Suite 400
Tallahassee, FL 32301

E. Earl Edenfield, Jr.
Suite 4300
675 West Peachtree Street, NE
Atlanta, Georgia 30375

ATTN: Mr. Curtis Hopfinger
Correctional Billing Services
14651 Dallas Parkway, 6th Floor
Dallas, TX 75254-7476

Respectfully submitted November 6th, 2006



Bessie Russ
745 Orange Street
Chipley, Florida 32428
Telephone: (850) 638-9695

**ESCAMBIA COUNTY
FLORIDA**

REQUEST FOR PROPOSALS

INMATE PHONE SERVICE

SPECIFICATION NUMBER PD 03-04.37

PROPOSALS WILL BE RECEIVED UNTIL: 10:00 a.m. CDT, Tuesday April 27, 2004

MANDATORY PRE-SOLICITATION CONFERENCE: 9:00 a.m., CDT Friday, April 16, 2004

**Office of Purchasing, Room 230
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591**

Board of County Commissioners

**Marie Young, Chairman
Thomas G. Banjanin, Vice Chairman
Cliff Barnhart
Bill Dickson
Janice Gilley**

From:

**Joseph F. Pillitary, Jr., CPPO, CPPB
Purchasing Manager**

Procurement Assistance:

**Bessie Bradshaw, CPPB
Purchasing Supervisor., Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place, Room 230
Pensacola, FL 32502
(850) 595-4942
Fax: (850) 595-4807**

Technical Assistance:

**Wayne McLothren
Assistant Superintendent
Escambia County Road Prison
601 Hwy 297-A
Cantonment, FL 32533
Tel: (850) 937-2107
Fax: (850) 937-2108**

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

OFFICE OF PURCHASING

213 PALAFOX PLACE § 2nd Floor

P.O. BOX 1591

PENSACOLA, FL 32597-1591

TELEPHONE (850)595-4980

(SUNCOM) 695-4980

TELEFAX (850)595-4805

<http://www.co.escambia.fl.us/purchasing>

JOSEPH F. PILLITARY, JR., CPPO, CPPB
Purchasing Manager



CERTIFICATION OF CONTRACT

TITLE: Inmate Phone Service

CONTRACT NO.: PD 03-04.37

AWARD DATE: June 3, 2004

EFFECTIVE DATE: June 3, 2004

AWARD: For a period of thirty six (36) months at a commission percentage rate of 49.2% of gross billed Reveune as per the terms and conditions of the solicitation.

STATUS: June 3, 2004 thru June 3, 2007 (Thirty six (36) months)

CONTRACTOR(S):

ANY QUESTIONS, SUGGESTIONS, OR CONTRACT SUPPLIER PROBLEMS WHICH MAY ARISE SHALL BE BROUGHT TO THE ATTENTION OF BESSIE MOORER-BRADSHAW, (850) 595-4942, TELEPHONE NUMBER, (850) 695-4942, SUNCOM NUMBER, (850) 595-4807, FAX NUMBER.

E-MAIL: Bessie_moorer@co.escambia.fl.us

- A. **AUTHORITY** - Upon affirmative action taken by the Board of County Commissioners on Thursday, June 3, 2004, a contract has been executed between the Board of County Commissioners, Escambia County Florida and the designated contractor(s):
- B. **EFFECT** - This contract was entered into to provide economies in the purchase of **In-mate Phone Service for the County Road Prison** as described within the solicitation. Therefore, in compliance with **County Ordinance Chapter 46 Finance, Article II Division 3, Section 46-81**, all purchases of these commodities shall be made under the terms, prices, and conditions of this contract and with the suppliers specified.
- C. **ORDERING INSTRUCTIONS** - All purchase orders shall be issued in accordance with **Codified County Ordinance, Chapter 46 Finance, Article II Purchases and Contracts; and, as supplemented by Ordinance 2001-9 and Ordinance 2001-60**. Purchases shall be at the prices indicated, exclusive of all Federal, State and local taxes. All contract purchase orders shall show the contract number, product number, quantity, description of item, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)
- D. **CONTRACTOR PERFORMANCE** - Departments shall report any vendor failure to perform according to the requirements of this contract on Report of Unsatisfactory Materials And/Or Service, Form F0140 to this office.
- E. **VENDOR PERFORMANCE EVALUATION FORM** - Contract Appraisal, form F0190 should be used to provide your input and recommendations for improvements in the contract to the Office of Purchasing for receipt no later than 90 days prior to the expiration date of this contract.

ORDERING INSTRUCTIONS

T-NETIX, INC.

ALL ORDERS SHOULD BE DIRECTED TO: **DANIEL MCQUINN**

FEDERAL EMPLOYMENT IDENTIFICATION NUMBER: **72-1537568**

ESCAMBIA COUNTY VENDOR IDENTIFICATION NUMBER:

VENDOR NAME: **T-NETIX, INC.**

STREET ADDRESS OR P.O. BOX: **2155 CHENAULT DRIVE, SUITE #410**

CITY, STATE, ZIP CODE: **CARROLLTON, TX 75006**

CONTACT PERSON: **DANIEL MCQUINN**

PHONE#: **954-973-6104** TOLL FREE#: **800-559-1535** FAX#: **954-973-6106**

E-MAIL ADDRESS:

HOME PAGE ADDRESS: **www.tnetix.com**

EMERGENCY CONTRACT PERSON: **T-NETIX NATIONAL SERVICE**

PHONE#: **1-888-286-3849** CELL#: **NA** PAGER#: **NA**

DISASTER SERVICE CONTACT PERSON: **DANIEL MCQUINN**

HOME ADDRESS: **2104 NW 45TH AVE., COCONUT CREEK, FL 33066**

HOME PHONE#: **954-973-6104** CELL#: **954-234-3477** PAGER#:

TERMS OF PAYMENT: **NET 30 DAYS X** **2% 10TH PROX**

Will accept ESCAMBIA COUNTY VISA PURCHASING CARD: **X Yes No**

Will accept ESCAMBIA COUNTY DIRECT VOUCHER: **X Yes No**