

State of Florida



## Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FLORIDA 32399-0850

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

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**DATE:** August 3, 2006

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

**FROM:** Office of the General Counsel (Tan, Scott)  
Division of Competitive Markets & Enforcement (Kennedy)  
Division of Regulatory Compliance & Consumer Assistance (Plescow)

**RE:** Docket No. 060141-TL – Complaint by Karl Amsler and Sonny Stewart against BellSouth Telecommunications, Inc. for alleged improper billing.

**AGENDA:** 08/15/06 – Regular Agenda – Interested Persons May Participate

**COMMISSIONERS ASSIGNED:** All Commissioners

**PREHEARING OFFICER:** Administrative

**CRITICAL DATES:** None

**SPECIAL INSTRUCTIONS:** None

**FILE NAME AND LOCATION:** S:\PSC\GCL\WP\060141.RCM.DOC

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### Case Background

On July 14, 2004, complaint number 607759T was taken by Florida Public Service Commission (FPSC) staff on behalf of Karl Amsler and Sonny Stewart (Customers). The complaint was filed against BellSouth Telecommunications, Inc. (BellSouth). An informal conference was held on July 27, 2005. The docket was brought to the June 6, 2006 Agenda and the Commissioners voted to approve staff's recommendation.<sup>1</sup> On August 2, 2006, Commission staff received a signed settlement agreement reached by the two parties. (See Attachment A)

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<sup>1</sup> An order has not been issued in this docket.

The Commission has jurisdiction pursuant to Section 364.19, Florida Statutes, and administers consumer complaints pursuant to Rule 25-22.032, Florida Administrative Code.

### **Discussion of Issues**

**Issue 1:** Should the Commission accept the settlement agreement reached by Customers Karl Amsler and Sonny Stewart and BellSouth Telecommunications, Inc.?

**Recommendation:** Yes, the Commission should accept the settlement agreement reached by Customers Karl Amsler and Sonny Stewart and BellSouth Telecommunications, Inc. (Kennedy, Plescow, Tan)

**Staff Analysis:** As noted in the case background, staff received a signed settlement agreement between Karl Amsler and Sonny Stewart (Customers) and BellSouth Telecommunications, Inc. (BellSouth). Pursuant to Rule 25-22.032(9), if the complaint has been docketed, the participants shall submit the settlement to the Commission for approval. Additionally, if the participants reach a settlement agreement, a written statement shall be filed stating that the settlement is binding and all further rights or Commission actions are waived.

Staff received the original signed settlement agreement between BellSouth and the Customers which states that a sum of \$1,100 will be refunded to the Customers within 30 calendar days of July 24, 2006. This sum is a refund to the Customers of a portion of the charges previously paid by Customers to BellSouth for the relocation work in question. The agreement does not represent an admission by either party of the other's position. Staff believes that this agreement resolves the complaint. Accordingly, staff recommends the Commission accept the settlement offer between Customers and BellSouth.

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**Issue 2:** Should this docket be closed?

**Recommendation:** Yes, this docket should be closed since there are no further actions required by the Commission. (Tan)

**Staff Analysis:** If the Commission accepts staff's recommendation in Issue 1, this docket should be closed.

ATTACHMENT A

SETTLEMENT AGREEMENT

**Customer:** Karl E. Amsler ("Customer")  
**Account Number:** 954-563-1750-332  
**FPSC Case Number:** 607759T


The Customer filed a complaint (the "Complaint") with the Florida Public Service Commission (the "Commission"), FPSC Case Number 607759T, questioning charges imposed by BellSouth for Customer-requested relocation of BellSouth facilities in Customer's backyard at 4051 N.E. 17<sup>th</sup> Avenue.

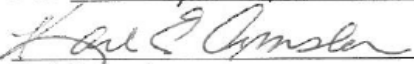
The parties wish to resolve the Complaint as follows: BellSouth Telecommunications, Inc. will pay to Customer the sum of \$1,100, which is a refund to Customer of a portion of the charges previously paid by Customer to BellSouth for the relocation work. BellSouth will pay said sum to Customer within 30 calendar days of receipt of a signed copy of this agreement by check payable to Customer sent to the following address: 4051 N.E. 17<sup>th</sup> Avenue, Oakland Park, FL 3333

Customer agrees that the settlement set forth in this agreement is acceptable, resolves the Complaint, that the Complaint is hereby withdrawn and that Customer releases BellSouth from, and agrees not to in the future raise, any claims or complaints in any forum relating to the subject of the Complaint.

This agreement does not represent an admission by either party of the other party's position. This agreement is the complete agreement between the parties and supersedes any prior representations or discussions whether verbal or written.

BellSouth Telecommunications, Inc.

By:   
Name/Title: JOHN J. MERLINO  
Date: JULY 24, 2006

  
Karl E. Amsler  
Date: 17 July 2006