

05/27/97  
10:00 AM  
TOP

Furthermore, in the PBTE system proposed by GTEFL, the denial of consumer access to competitors of GTEFL (since they are now suppliers of long distance service) and their client companies (all long distance service suppliers), could be an act in restraint of trade. Moreover, if the actions of GTEFL are taken with the knowledge and approval of their client companies, such accord may be construed as a clear violation of the anti-trust laws, particularly since none of the companies involved will be able to justify the act on economic grounds. There is no way that access to competitors in a free market, the use of competitive billing resources (sic credit card, collect or third party), can be interpreted as having a direct or even a measurable negative financial impact on them.

Additionally, any restrictive action which denies the consumer a free choice of market opportunities, must be considered to be anti-competitive and therefore antithetical to the intent of currently applicable Florida law.

Having stated the above, I would be remiss if I did not comment that it is incumbent upon the PSC, in the light of the current state of the industry, to consider the need to provide to the consumer, the right to pay for his basic local telephone service separately and independantly from his long distance bill, unless he purchases both services as a package. In the event of a purchase of a package of services including but not limited to basic local service, there should be required a clearly written and pre-approved contract which can be monitored for full disclosure. It is extremely important to ensure that the consumer be fully informed as to the advantages and disadvantages of the contractual relationship, and that constitutionally guaranteed right of due process be protected for both parties. It must be remembered that some of the packages currently available, and many of those which are in various stages of contemplation, involve substantial sums of money. For this reason, and because of the complexity and importance of the products and services being packaged, both parties should welcome the security of a contractual relationship.

Respectfully submitted in the public interest by:



CHESTER OSHEYACK  
17850-A Lake Carlton Drive  
Lutz, Florida 33549

*Pls note corrections  
for clarity, not  
substance! Can  
you substitute?  
in the record?  
C.C.*

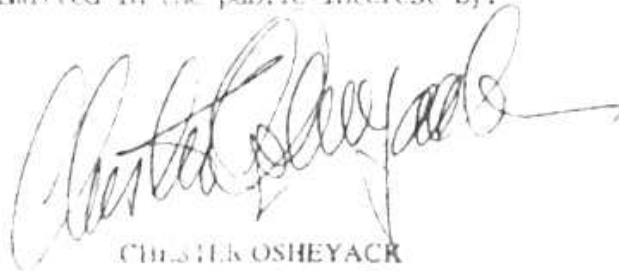
DOCUMENT NUMBER-DATE  
05997 MAY 30 97  
FPSC-RECORDS/REPORTING

Furthermore, in the PHB system proposed by GTEFL, the denial of consumer access to competitors of GTEFL (since they are now suppliers of long distance services) and their client companies (all long distance service suppliers), could amount to a restraint of trade. Moreover, if the actions of GTEFL are taken with the knowledge and approval of their client companies, such accord may be construed as a clear violation of the anti-trust laws, particularly since none of the companies involved will be able to justify the act on economic grounds. There is no way that access to competitors in a free market, the use of competitive billing resources (sic credit card, collect or third party), can be interpreted as having a direct or even a measurable negative financial impact on them.

Additionally, any restrictive action which denies the consumer a free choice of market opportunities, must be considered to be anti-competitive and therefore antithetical to the intent of currently applicable Florida law.

Having stated the above, I would be remiss if I did not comment that it is incumbent upon the PSC, in the light of the current state of the industry, to consider the need to provide to the consumer, the right to pay for his basic local telephone service separately and independantly from his long distance bill, unless he purchases both services as a package. In the event of a purchase of a package of services including but not limited to basic local service, there should be required a clearly written and pre-approved contract which can be monitored for full disclosure. It is extremely important to ensure that the consumer be fully informed as to the advantages and disadvantages of the contractual relationship, and that constitutionally guaranteed right of due process be protected for both parties. It must be remembered that some of the packages currently available, and many of those which are in various stages of contemplation, involve substantial sums of money. For this reason, and because of the complexity and reputation of the products and services being packaged, both parties should welcome the security of a contractual relationship.

Respectfully submitted in the public interest by:



CHESTER OSHEYACK  
17850-A Lake Carlton Drive  
Lutz, Florida 3354

DOCUMENT NUMBER-DATE

05997 MAY 30 88

FPSC-RECORDS/REPORTING