

Talbott
Vandiver

WR
R

FLORIDA PUBLIC SERVICE COMMISSION
Capital Circle Office Center • 2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RECEIVED

MEMORANDUM

March 26, 1998

MAR 26 1998

10:10

FPSC Records/Reporting

TO: DIRECTOR, DIVISION OF RECORDS AND REPORTING (BAYO)

FROM: DIVISION OF LEGAL SERVICES (COX, BOWMAN) *NOB*
DIVISION OF COMMUNICATIONS (BIEGALSKI) *LB*
DIVISION OF CONSUMER AFFAIRS (DURBIN) *BD*

RE: DOCKET NO. 971487-TI - INITIATION OF SHOW CAUSE
PROCEEDING AGAINST LCI INTERNATIONAL TELECOM CORP. FOR
VIOLATION OF RULE 25-4.118, FLORIDA ADMINISTRATIVE CODE,
INTEREXCHANGE CARRIER SELECTION

AGENDA: 04/07/98 - REGULAR AGENDA - INTERESTED PERSONS MAY
PARTICIPATE

CRITICAL DATES: NONE

SPECIAL INSTRUCTIONS: S:\PSC\CMU\WP\971487TI.RCM

CASE BACKGROUND

On July 21, 1989, the Commission granted LCI International Telecom Corp. (LCI) Certificate Number 2300 to provide intrastate interexchange telecommunications service. LCI reported gross operating revenues of \$41,174,735 on its Regulatory Assessment Fee Return for the period January 1, 1997, through December 31, 1997. As a provider of interexchange telecommunications service in Florida, LCI is subject to the rules and regulations of this Commission.

From January 1, 1996, until March 4, 1998, the Division of Consumer Affairs has received a total of 241 complaints against LCI. Of those complaints received, 71 are apparent unauthorized carrier change (slamming) infractions in violation of Rule 25-4.118, Florida Administrative Code. There are numerous additional complaints that are either pending closure in the Division of Consumer Affairs or response from the company.

In addition to staff's investigation into slamming complaints, Docket Number 971403-TI was opened against LCI to investigate a

480 / 3

FPSC

DOCKET NO. 971487-TI
DATE: March 26, 1998

complaint filed by the Attorney General's office along with the Office of Public Counsel on behalf of David Howe for slamming. In Order Number PSC-98-0069-PCO-TI, Docket Number 971403-TI was consolidated with this docket.

According to LCI's responses to the consumer complaints, the company utilized various methods of obtaining new long distance customers. LCI used independent representatives, sweepstakes, inbound sales representatives, and direct representatives. It appears that LCI is submitting numerous preferred interexchange carrier (PIC) changes with forged customer signatures. In addition, in some instances, the name and address listed on the letter of authorization (LOA) is not the name and address of the authorized person for the telephone number listed on the LOA.

Based on the number of apparent slamming violations, staff opened this docket to investigate whether LCI should be required to show cause why it should not be fined or have its certificate canceled, pursuant to Section 364.285, Florida Statutes. However, prior to show cause proceedings, LCI submitted an offer to settle the case. (Attachment A, Pages 8-16)

DISCUSSION OF ISSUES

ISSUE 1: Should the Commission order LCI to show cause why it should not have Certificate Number 2300 canceled or be fined \$10,000 per apparent violation for a total of \$710,000 for apparent failure to comply with Rule 25-4.118, Florida Administrative Code, Interexchange Carrier Selection?

RECOMMENDATION: Yes. The Commission should order LCI to show cause in writing within 20 days of the effective date of the order why it should not have Certificate Number 2300 canceled or be fined \$10,000 per apparent violation for a total of \$710,000 for apparent failure to comply with Rule 25-4.118, Florida Administrative Code. Any collected fine monies should be forwarded to the Office of the Comptroller for deposit in the state General Revenue Fund pursuant to Section 364.285(1), Florida Statutes. (Biegalski)

STAFF ANALYSIS: Staff reviewed the numerous complaints received in the Division of Consumer Affairs regarding LCI's alleged slamming infractions. Staff's review has identified complaints from consumers regarding LOAs from customers other than the customer of record, and unauthorized carrier changes due to forged LOAs.

DOCKET NO. 971487-TI
DATE: March 26, 1998

Rule 25-4.118(2), Florida Administrative Code, states in pertinent part,

A LEC shall also accept PIC change requests from a certificated interexchange company (IXC) acting on behalf of the customer. A certified IXC that will be billing in its name may submit a PIC change request, other than a customer-initiated PIC change, directly or through another IXC, to a LEC only if it has certified to the LEC that at least one of the following actions has occurred prior to the PIC change request:

(a) the IXC has on hand a ballot or letter from the customer requesting such change;

Staff is concerned that adequate steps have not been taken by LCI to prevent unauthorized carrier changes and to ensure compliance with the rules of the Florida Public Service Commission.

Examples of complaints received from consumers include the following:

On May 12, 1997, Mr. Glen Jackson, Ms. Nellie Hancock's son-in-law, contacted staff and stated that Ms. Hancock's long distance service was switched without authorization. LCI's report stated that the company received an LOA signed by Mr. Talbot Hancock on February 20, 1997. The company considered it to be valid and forwarded it for processing. Mr. Jackson informed staff that Mr. Hancock died on January 27, 1997. (Attachment B, Pages 17-21)

On June 30, 1997, Ms. Alice Monroe contacted staff and stated that her long distance service was switched without authorization. LCI's report stated that the company received an LOA signed by Mr. Joe Monroe on February 16, 1997. The company considered it to be valid and forwarded it for processing. Ms. Monroe informed staff that Mr. Monroe has been deceased for fourteen years. (Attachment C, Pages 22-31)

On March 28, 1997, Mr. David Howe contacted staff and stated that his long distance service was switched without authorization. LCI's report stated that the company received an LOA signed by Mr. David Howe. The company considered it to be valid and forwarded it for processing. Mr. Howe informed staff that the signature as well as the information about his long distance charges is a forgery. (Attachment D, Pages 32-42)

On April 22, 1997, Ms. Theresa Chen contacted staff and stated that her long distance service was switched without authorization. LCI's report stated that the distributorship who sold the account

DOCKET NO. 971487-TI
DATE: March 26, 1998

was unable to provide a copy of the LOA. (Attachment E, Pages 43-46)

Rule 25-4.118(3)(d), Florida Administrative Code states:

Ballots or letters will be maintained by the IXC for a period of one year.

Due to the fact that LCI is unable to produce a copy of the authorization obtained, it appears that they are in violation of this rule.

On June 27, 1996, Ms. Kathlyn Landry contacted staff and stated that her long distance telephone service was switched from AT&T to LCI without authorization. LCI's report stated that when establishing an account for another customer in New York, a keying error occurred, the incorrect area code was entered, and consequently, Ms. Landry's telephone number was switched to LCI. (Attachment F, Pages 47-50)

On June 2, 1997, Ms. Carmen Quinones Fuentes contacted staff and stated that her long distance telephone service was switched from AT&T to LCI without authorization. LCI's report stated that when the customer called to request information about LCI's access code, an order was established to convert her service to LCI. (Attachment G, Pages 51-53)

LCI has not satisfied staff that it is in compliance with the Commission's rules. Accordingly, by Section 364.285, 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, or cancel its certificate, 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. Utilities are charged with knowledge of the Commission's rules and statutes. Additionally, "[i]t 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).

Staff believes that LCI's apparent conduct in switching PICs without customer authorization has been "willful" in the sense intended by Section 364.285, Florida Statutes. In Order No. 24306, issued April 1, 1991, in Docket No. 890216-TL titled In re: Investigation Into The Proper Application of Rule 25-14.003, Florida Administrative Code, Relating To Tax Savings Refund for 1988 and 1989 For GTE Florida, Inc., having found that the company had not intended to violate the rule, the Commission nevertheless found it appropriate to order it to show cause why it should not be

DOCKET NO. 971487-TI
DATE: March 26, 1998

fined, stating that "In our view, willful implies intent to do an act, and this is distinct from intent to violate a rule." Thus, any intentional act, such as LCI's conduct at issue here, would meet the standard for a "willful violation."

Based on the 71 apparent unauthorized carrier change infractions, staff believes that LCI does not have adequate safeguards to protect consumers from unauthorized carrier changes. Accordingly, staff believes that there is sufficient cause to order LCI to show cause in writing within 20 days of the effective date of the order why it should not be fined \$10,000 per apparent infraction for a total of \$710,000 or have its certificate canceled for its apparent violations of Rule 25-4.118, Florida Administrative Code.

ISSUE 2: Should the Commission accept the settlement offer proposed by LCI International Telecom Corp. to resolve the apparent violations of Rule 25-4.118, Florida Administrative Code, Interexchange Carrier Selection?

RECOMMENDATION: No. The Commission should not accept the settlement offer proposed by LCI. (Biegalski)

STAFF ANALYSIS: On February 2, 1998, LCI met with staff and addressed its concerns about the apparent violations. On February 26, 1998, LCI submitted its offer to settle. In its settlement offer LCI agreed to do the following:

- LCI will require each individual employee of the distributor to execute the acknowledgment form stating the distributor understands and accepts LCI's policy prohibiting submission of carrier changes without proper authorization.
- LCI will implement an additional step in the processing of LOAs submitted by distributors. In this step, LCI's data bases will perform validity checks to verify the accuracy of state, zip code, and area code information.
- LCI personnel will audit a percentage of the LOAs submitted by its distributors as an additional check in the accuracy of data.

DOCKET NO. 971487-TI
DATE: March 26, 1998

- Without conceding that it has committed any violation, LCI will make a voluntary contribution of \$25,000.

While staff supports LCI's proposal to perform validity checks to verify the accuracy of state, zip code, and area code information, staff does not believe that will eliminate the fundamental problem of forgery occurring with LCI. Staff cannot, however, support LCI's additional settlement proposals. Staff believes that auditing a percentage of the LOAs submitted by its distributors after they have been submitted for processing will not stop the unauthorized carrier changes. In addition, staff cannot support LCI's proposed settlement of the financial penalties proposed in Issue 2.

Based on the consumer response from the public hearings related to the slamming rule docket and the fact that in recent show cause dockets regarding apparent slamming violations the Commission has approved staff's recommendation of \$10,000 per violation, staff believes that the settlement offer is inadequate. LCI's proposal is simply insufficient for the harm to the public interest that LCI's apparent slamming violations have caused. In addition, the monetary settlements accepted in the past have not been of sufficient size to deter slamming. Therefore, it is staff's view that the fine should be greater than those accepted in the past.

DOCKET NO. 971487-TI
DATE: March 26, 1998

ISSUE 3: Should this docket be closed?

RECOMMENDATION: If staff's recommendation in Issue 1 is approved, LCI will have 20 days from the issuance of the Commission's show cause order to respond in writing why it should not be fined in the amount proposed. If LCI timely responds to the show cause order, this docket should remain open pending resolution of the show cause proceeding. If LCI does not respond to the Commission's Order to Show Cause, the penalties should be deemed assessed. If LCI fails to respond to the Order to Show Cause, and the fines are not received within five business days after the expiration of the show cause response period, LCI's certificate should be canceled and this docket closed administratively. If staff's recommendation in Issue 1 is not approved and the settlement offer is accepted, this docket should be closed upon the remittance of the \$25,000 settlement. The \$25,000 settlement should be forwarded to the Office of the Comptroller for deposit in the State General Revenue Fund pursuant to Section 364.285(1), Florida Statutes. (Cox, Bowman)

STAFF ANALYSIS: If staff's recommendation in Issue 1 is approved, then LCI will have 20 days from the issuance of the Commission's show cause order to respond in writing why it should not be fined in the amount proposed or have its certificate canceled. If LCI timely responds to the show cause order, this docket should remain open pending resolution of the show cause proceeding. If LCI does not respond to the Commission's Order to Show Cause, the fines should be deemed assessed. If LCI fails to respond to the Order to Show Cause, and the fines are not received within five business days after the expiration of the show cause response period, LCI's certificate should be canceled and this docket closed administratively. If staff's recommendation in Issue 1 is not approved and the settlement offer is accepted, this docket should be closed upon the remittance of the \$25,000 settlement.

LAW OFFICES

McWHIRTER, REEVES, MCGLOTHLIN, DAVIDSON, RIEF & BAKAS, P.A.

LYNWOOD F. ARNOLD, JR.
JOHN W. BAKAS, JR.
C. THOMAS DAVIDSON
STEPHEN O. DECOR
LINDA E. JORGE
VICKI GORDON KAUFMAN
JOSEPH A. MCGLOTHLIN
JOHN W. MCWHIRTER, JR.
RICHARD W. REEVES
FRANK J. RIEF, III
DAVID W. STEEN
PAUL A. STRASKE

100 NORTH TAMPA STREET, SUITE 2000
TAMPA, FLORIDA 33602-5126

MAILING ADDRESS: TAMPA

P.O. Box 3350, TAMPA, FLORIDA 33601-3350

TELEPHONE (813) 224-0886

FAX (813) 221-1884

CABLE GRANDLAW

PLEASE REPLY TO:
TALLAHASSEE

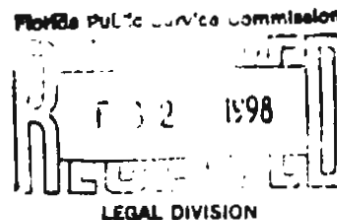
TALLAHASSEE OFFICE
117 S. GADSDEN
TALLAHASSEE, FLORIDA 32301
TELEPHONE (850) 222-2525
FAX (850) 222-5006

February 26, 1998

VIA HAND DELIVERY

John Bowman
Will Cox
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard, Room 390-M
Tallahassee, Florida 32399-0850

RE: Docket Nos. 971403-TI and 9714887-TI



Dear Mr. Bowman and Mr. Cox:

Following the informal meeting with Steff and Charles Beck of the Office of Public Counsel on February 2, LCI International Telecom Corp ("LCI") has evaluated further the Steff recommendation that was submitted in Docket No. 971487-TI on January 22, 1998.

In this letter, I will set forth LCI's position regarding the subject of the issue of unauthorized carrier changes in the telecommunications industry in general, as well as its position with respect to the specific recommendation in Docket No. 971487-TI. While, as I will develop, LCI strongly denies that it has done anything that warrants the imposition of a penalty pursuant to Section 364.085, Florida Statutes, I will also outline the basis of a proposed settlement which, in the spirit of compromise and cooperation, LCI is willing to enter.

LCI condemns deceptive and fraudulent business practices, and supports efforts to end them.

John Bowman
Will Cox
February 26, 1998
Page 2

LCI believes strongly that the major source of complaints of unauthorized carrier changes consists of deceptive or otherwise unscrupulous marketing practices engaged in by carriers who intentionally mislead customers to gain market share. LCI relies on its reputation for ethical practices and good will as well as its high quality of service to attract customers. LCI is in favor of regulatory measures designed to prevent such "slamming," for the simple reason that it is in LCI's interest as well as the customers' interest for the Commission to police against deceptive practices that victimize customers and ethical carriers alike. LCI's view is that prompt action to identify and punish carriers who intentionally abuse customers would be the best cure for the problem of slamming complaints.

The approach and method underlying the particular recommendation in Docket No. 971487-TI is flawed, in that it entangles companies that are not engaging in deceptive practices.

LCI commends the Commission and its Staff for the resoluteness with which they have set out to reduce the problem of unauthorized carrier changes.

However, with all due respect for the Staff's good intentions, there are serious flaws and deficiencies in the approach underlying the recommendation it submitted in Docket No. 971487-TI. For instance, according to Staff's own testimony in the pending rule docket, 75% of slamming complaints stem from deceptive telemarketing or misleading LOAs. During the time frame encompassed by the recommendation, LCI engaged in NO telemarketing, and LCI is not aware of the first complaint that any of its LOAs were misleading. Yet, Staff recommends that the Commission impose a fine of more than \$800,000 on LCI! LCI submits that the action recommended by Staff is unwarranted for the following reasons:

1. Staff's recommendation makes no effort to limit the scope of the proceeding to instances of "willful violations." Under Section 364.285, Florida Statutes, the Commission's authority to impose penalties is limited to situations in which a carrier has refused to comply with or has willfully violated a lawful rule, order or provision of Chapter 364. LCI has neither refused to comply with nor willfully violated any rule or order of the Commission. In fact, LCI submits that in every instance identified by Staff, it has met the requirements of Rule 25-4.118, Florida Administrative Code, in that it obtained in good faith the type of confirmation required by the rule. LCI is aware of Staff's desire to define "willful violations" extremely broadly; however, for the reasons articulated in LCI's response to OPC/AG's First Motion to Compel, LCI submits that the Commission's authority to impose a fine is limited to those instances in which a carrier deliberately violates the Commission's

John Bowman
Will Cox
February 26, 1998
Page 3

rule. LCI wishes to point out that this limitation does not affect the Commission's ability to police the problem of unauthorized changes effectively. LCI regards the deliberately misleading, deceptive practices that, according to the Staff witnesses in the pending rule proceeding, constitute the bulk of the slamming problem, as "willful" violations of the rule.

2. The recommendation improperly bases the proposed fine on the absolute number of complaints.

In testimony presented in the rule proceeding, Staff acknowledged that slamming problems can be managed to an "acceptable level." LCI does not concede that unintended or inadvertent PIC changes can form the basis for a penalty. However, LCI believes that Staff's own position recognizes that there is a level of frequency of unintended or inadvertent unauthorized changes that Staff would not propose to penalize. It is inconsistent with that premise to recommend a fine for each and every allegation, as Staff has done in its recommendation in this docket. If, for the sake of argument only, the Commission were to attempt to impose penalties for changes which prove to be inadvertent, notwithstanding verification measures that conform to the requirements of the rule, to gauge the severity of the problem it would be necessary to develop a frame of reference that takes size and/or volume of activities into account. To base the recommended fine on absolute numbers would arbitrarily ensure that large carriers will be required to pay large fines, regardless of the quality of their efforts to manage their operations so as to minimize complaints.

3. It is fundamentally inequitable, as well as inconsistent with Rule 25-4.118, to reach back more than one year for the purpose of considering a penalty in this case.

Staff's recommendation proposes to include complaints from January 1996 forward. This is inconsistent with the Commission's own rule. Rule 25-4.118 requires that LOAs and ballots be kept for only one year. Since that is the maximum period a carrier must maintain documentation to support its action, it is logically the maximum period the Commission should incorporate in an evaluation for enforcement purposes.

Reaching back to January 1996 would violate principles of fairness as well. It is LCI's understanding that Staff's approach is to take into account the fact that a carrier has not been penalized for slamming violations in the past. LCI has not been the subject of a show cause proceeding prior to this point, presumably because its record was such that the Commission believed such action was unwarranted. It is

John Bowman
Will Cox
February 26, 1998
Page 4

fundamentally inconsistent to recognize that past performance was acceptable, on the one hand, and include allegations that are more than two years old when calculating a fine for the instant show cause proceeding, on the other.

The time frame treated within the recommendation is prejudicial for other reasons. Historically, LCI has typically changed a complaining customer back to its original carrier and re-rated or made refunds to the customer even when LCI believed there was no basis for the claim that the customer had been changed without authorization. The complaints were informally handled and resolved on the basis of LCI's desire to maintain good customer relations. LCI heard no more about the matters because internally the Consumer Affairs Department closed the complaint files. It is inequitable to allow a carrier to proceed with informal, "no fault" complaint resolutions and then base a show cause action on "closed" files long after the fact. If LCI had been placed on notice of the possibility of future sanctions at the time, it may very well have handled its evaluation of the complaints differently.¹

4. None of the complaints identified by Staff constitute a basis for a penalty.

Rule 25-4.118(2), Florida Administrative Code, delineates the steps which the Commission regards as adequate to confirm a customer's change of carriers. One such mechanism is a letter of authorization. With respect to each allegation encompassed by the Staff's recommendation, LCI obtained a letter of authorization. LCI believed in good faith that the letter represented confirmation of the customer's change request. LCI submits that in every instance, it satisfied the requirements of the Commission's rule². On that basis, LCI submits that none of the complaints identified to LCI by the Staff presents the basis for a fine. Beyond that, LCI has identified the most obvious instances of specific inadvertences, data entry errors, and the like that should be deleted from consideration in this proceeding. For purposes of

¹ The passage of time would also affect Staff's ability to obtain the witnesses whose testimony would be necessary to address the allegations.

² The recommendation alludes to allegations of forged signatures on some of the LOAs. Any act on the part of an independent contractor to forge the signature of a customer would be beyond the scope of the authority conferred by LCI and contrary to LCI's explicit policy. Accordingly, such an act would be a fraud on LCI as well as on the customer.

John Bowman
Will Cox
February 26, 1998
Page 5

settlement only, LCI has prepared a table that identifies certain separate justifications for eliminating those complaints. The table is attached.

All of that being said, LCI wishes to assure the Commission and Staff that LCI takes the issue of complaints of unauthorized changes very seriously, just as it takes any expression of customer dissatisfaction seriously. The bulk of LCI's marketing is done through distributors with whom LCI has contracted. The distributors employ independent contractors who meet face-to-face with prospective customers and obtain letters of authorization from them. Therefore, the nature of LCI's operations is such that the most effective way it can reduce complaints is to police its independent contractors. To that end:

- LCI has carefully articulated and emphasized its corporate policy, which is that it will not tolerate the practice of changing customers' carriers without authorization. LCI has demonstrated that it will terminate agents of distributors, as well as distributors themselves, who fail to heed that policy.
- Upon investigation of the complaint filed by OPC and AG in Docket No. 971487-TI, LCI required its distributor to terminate the individual who provided the LOA that contained a forged signature that is the basis for the complaint.
- In response to an increase in the number of complaints that the Commission received in the fall and winter of 1997, and upon the failure of two distributors to reduce the number of complaints originating from their activities, LCI recently terminated two Florida distributors. As a direct result of this action, the number of complaints in Florida fell dramatically in January 1998.
- Upon written request, LCI is willing to disclose to the Attorney General or other law enforcement official the names of persons who submit Letters of Agency to LCI that contain falsified signatures.

John Bowman
Will Cox
February 26, 1998
Page 6

Proposed Settlement.

LCI reiterates its position that it has committed no willful violations of Commission rules, and that in fact its practices conform to the requirements of those rules. However, in the spirit of compromise and settlement, LCI has developed a proposal for the resolution of these consolidated dockets. Even though LCI believes any fair assessment will show that LCI is meeting the requirements of the Commission's rules and is otherwise diligent and responsible in its efforts to eliminate the sources of complaints, LCI has been evaluating additional mechanisms designed to enhance its ability to accomplish that objective. These additional processes and mechanisms will be costly to implement. However, if this proceeding can be resolved on reasonable terms, LCI is prepared to commit to undertake these measures. Accordingly, LCI has formulated a proposal that would couple its commitment to these additional safeguards with the resolution of the pending dockets on reasonable terms. The terms of the proposal are as follows:

1. There will be no finding in the order approving the settlement and closing the dockets that LCI violated any provisions of rule, order, or statute.
2. No allegation of unauthorized carrier changes received by the Commission from 1994 through the entry of the order approving the settlement in this proceeding will be the basis of enforcement actions or penalties against LCI in the future.
3. In the past, the officer of a distributor organization with whom LCI holds a contract for marketing services executed the acknowledgement form stating the distributor understands and accepts LCI's policy prohibiting submission of carrier changes without proper authorization. Prospectively, LCI will require each individual employee of the distributor to execute the acknowledgement.
4. LCI will implement an additional step in the processing of LOAs submitted by distributors. In this step, LCI's data bases will perform validity checks to verify the accuracy of state, zip code, and area code information.
5. LCI personnel will audit a percentage of the LOAs submitted by its distributors as an additional check in the accuracy of data.
6. Without conceding that it has committed any violation, LCI will make a voluntary contribution of \$25,000.

John Bowman
Will Cox
February 26, 1998
Page 7

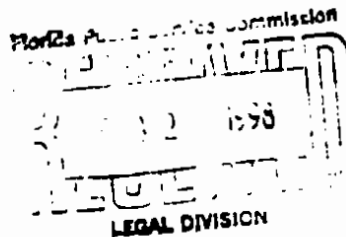
This offer of settlement is conditional upon agreement of the parties and entry of an order approving all of the terms delineated herein. If any part of the offer is not agreed to or approved, the entire offer shall be deemed withdrawn.

LCI is prepared to meet with parties and Staff to discuss this response and proposal.

Yours truly,



Joseph A. McGlothlin



JAM/jg

Attachment

cc: Charles Beck
Michael Gross
Douglas Kinkoph

	COMPLAINT NO.	COMPLAINANT	EXPLANATION
1.	1880291	Edwards, Earl	Bell South acknowledged programming error in their switching office.
2.	1225441	Haess, Terry	Complainant's telephone number was incorrectly given to LCI by another customer (located in NY) claiming it was her summer home telephone number.
3.	098970P	Progressive On-Line Marketing	Error between LCI and complainant's LEC. When LCI sought to have other LCI customers transferred from Witel, to the LCI network, the complainant's number was mistakenly included in the transfer.
4.	081164P	Green-Saudern, Terri	The complainant's and another LCI customer's telephone numbers are very similar and the complainant's number was inadvertently routed to LCI. When the error was detected the complainant's account was disconnected immediately.
5.	1135241	Jensen, B.S.	An existing LCI customer placed a request with LCI to add an add'l number to his account. This new number was one digit off from the complainant's telephone number. An error in adding this number to an existing account caused the complainant's number to be routed to LCI's network.
6.	1183881	Cranmer, Robert	The complainant's telephone line was routed to the LCI network as a result of an error in establishing an account for another LCI customer.
7.	1219391	Marmorstein, Myron	The complainant's telephone line was routed to the LCI network as a result of an error in establishing an account for another LCI customer. The customer's number (...4817) is one digit off from the complainant's (...4811).
8.	1248131	Saunders, Daniel M.	The complainant's telephone line was routed to the LCI network as a result of an error in establishing an account for another LCI customer. The customer's number (...2124) is one digit off from the complainant's (...2129).
9.	1308731	Lendry, Kathryn	The complainant's telephone line was routed to the LCI network as a result of an error in establishing an account for another LCI customer. The complainant's area code (561) is one digit off from another LCI customer located in New York's 516 area code.
10.	1626671	Bain, Michael	A prospective LCI customer indicated on his LOA that his area code was 813 instead of 812 which led to the complainant's telephone line being routed to the LCI network.
11.	1473481	Pearson, Ken	Due to illegibility of a prospective LCI customer's phone number on the LOA, LCI inadvertently converted the complainant's phone number to LCI.

2. 1675081 Haylett, Winifred The complainant's telephone line was routed to the LCI network as a result of an error in establishing an account for another LCI customer. The customer's number (...4780) is one digit off from the complainant's (...4780)
3. 1684321 Bradmiller, Mrs. Richard The complainant's telephone line was routed to the LCI network as a result of an error in establishing an account for another LCI customer. The customer's number (...648...) is one digit off from the complainant's (...644...).
14. 1323621 Stewart, James LCI's computerized records indicate the complainant requested LCI through his LEC. LCI was notified by the LEC of this decision (through CARE) and an account was established.
15. 1600741 Barnaby, Bruce LCI's computerized records indicate the complainant requested LCI through his LEC. LCI was notified by the LEC of this decision (through CARE) and an account was established.
16. 1678651 Wakefield, John B. LCI's records indicate the account was set up over the phone through a call into our inbound sales group. Apparently when the customer called in they gave the complainant's telephone number instead of their own. The order was however, confirmed through the LEC.
17. 1290411 Schenckman, Barry Due to an area code split - 407 to 861 - the complainant's number was inadvertently included under another LCI customer's account.
18. 1289001 Infinity Financial Group The complainant's number was routed to LCI's network as the result of a conversion of numerous customer's from Corporate Telemanagement Group's network to LCI's pursuant to a merger between the two companies.
19. 1660901 Carrone, Art LCI inadvertently established an account for the complainant as a result of the complainant's inquiry to utilize LCI's service for casual calling (10XXX).
20. 1743991 Quinones, Carmen LCI inadvertently established an account for the complainant as a result of a complainant's inquiry to utilize LCI's service for casual calling (10XXX).
21. 1669091 Thurman, Charles LCI inadvertently established an account for the complainant as a result of a complainant's inquiry to utilize LCI's service for casual calling (10XXX).
22. 1710961 Ruocco, Louis LCI was provided an LDA which was signed by complainant's niece requesting LCI service for the complainant's telephone number.

-16-

Name HANCOCK TALBOT (NELLIE) Company LCI INTERNATIONAL TELECOM CORP.
 Address GLEN JACKSON, SON IN LAW Attn. MICHELLE LAMON 172109
123 HANCOCK LANE Consumer's Telephone # (904)-476-6767
 City/Zip PENSACOLA 32503 County ESC Can Be Reached _____
 Account Number _____ Note _____
 Company Contact _____ Limited Response Y

Request No. 172109I
 By DBM Time 5:08 PM Date 05/12/97
 To CO. Time FAX Date 05/12/97
 Type S Form Phone
 Category _____
 Infraction LS-13H
 Closed by DBM Date 07/11/97
 Reply Received I

Customer's son in law called. Customer's service was changed from Excel to LCI International without her authorization. The son in law said that when proof of authorization was requested, LCI sent a supposed LOA containing the signature of Talbot Hancock. Customer believes this is a forgery. The LOA is dated February 20, 1997. As information, Talbot Hancock passed away on January 27, 1997. For over a year prior to the change of service, Mr. Hancock was in a nursing home and incapable of authorizing anything. Please provide proof of authorization. Appropriate credits are requested to reflect a refund of switching fees/ service charges that apply as well as an adjustment of rates to those of the customer's preferred carrier. Please send the customer a copy of your response to this inquiry.

05-19-97- Report received with explanation, credit and copy of LOA.
 07-11-97- File closed.

CONSUMER REQUEST

FLORIDA PUBLIC SERVICE COMMISSION

2540 SHUMARD OAK BOULEVARD
 TALLAHASSEE, FL. 32399-0850
 904-413-6100

PLEASE RETURN THIS FORM WITH REPORT OF ACTION TO:

Doug Martin

DUE: 05/29/97

ATTACHMENT B
 DOCKET NO. 971487-TI
 MARCH 26, 1998



Via Fax: 904-413-6362

May 15, 1997

Mr. Doug Martin
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Complaint filed by Talbot (Nellie) Hancock
File No. 1721091

Dear Mr. Martin:

With regard to the above referenced complaint, please be advised that LCI International Telecom Corp. (LCI) has completed a review of the issues raised by the complainant.

LCI received the enclosed letter of agency (LOA) from a third party distributor of LCI service. As you will see, the LOA appears to have been signed by Talbot Hancock. LCI accepted this LOA in good faith and maintains the account was appropriately established. All LCI distributors are required to act within the bounds of applicable state and federal law and abide by LCI's policies regarding PIC code changes (a copy of this policy is enclosed). LCI has contacted the distributor involved to investigate the matter and, if appropriate, take action with the sales person involved, including termination.

LCI has issued a courtesy credit of \$15.35 to the complainant's account. This credit constitutes the total charges accrued on the account as well as the fees associated with routing the line to the LCI network. This credit will appear on the complainant's LEC invoice within one to two billing cycles. LCI apologizes for any inconvenience this matter has caused the complainant.

Should you have questions regarding this matter, please contact the undersigned at (703)848-4465.

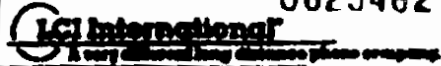
Sincerely,

A handwritten signature in cursive script that reads "Michelle Landow".

Michelle Landow
Tariff Specialist

cc: Glen Jackson

AUTHORIZATION TO CHANGE LONG DISTANCE CARRIERS



0825482

ACCOUNT NAME & ADDRESS (must be EXACTLY as on phone bill)

NAME HANCOCK

NAME TALBOT

NO 123 HANCOCK LANE

CITY PENSACOLA

FL 32503 7704

Present Long Distance Carrier ATT

An Long Distance Portion of your Monthly Bill 35

[Redacted]

RESIDENTIAL

BUSINESS

OTHER LINE

Other (omit -000)

904 476 6767

WORLD CARD #1

NAME TALBOT

NAME HANCOCK

WORLD CARD #2

NAME Nellie

NAME Hancock

NAME

Extend Your World Option (\$50 per year minimum)

I, my signature on this form authorizes LCI International to act as my agent to notify my local phone company of my desire to change from my current long distance carrier to LCI service. I understand that my local phone company may charge me a fee to switch long distance carriers. Selection of LCI will apply to the telephone number(s) listed on this form. I understand that I may designate only one interexchange carrier for any one telephone number for international usage, and hereby designate LCI as my primary carrier for all long distance services, including domestic, interstate, international (where applicable) and international.

CUSTOMER SIGNATURE

Talbot Hancock

DATE 2-20-97

Representative Signature

Michael Chambers

SOC. SEC. # or FED ID #

555 94 3735

Michael Chambers

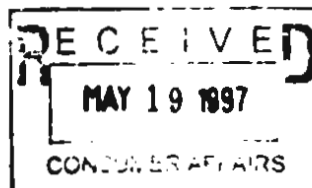
-19-

LCI International
Worldwide Telecommunications

Via Fax: 904-413-6362

May 15, 1997

Mr. Doug Martin
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850



Re: Complaint filed by Talbot (Nellie) Hancock
File No. 172109I

Dear Mr. Martin:

With regard to the above referenced complaint, please be advised that LCI International Telecom Corp. (LCI) has completed a review of the issues raised by the complainant.

LCI received the enclosed letter of agency (LOA) from a third party distributor of LCI service. As you will see, the LOA appears to have been signed by Talbot Hancock. LCI accepted this LOA in good faith and maintains the account was appropriately established. All LCI distributors are required to act within the bounds of applicable state and federal law and abide by LCI's policies regarding PIC code changes (a copy of this policy is enclosed). LCI has contacted the distributor involved to investigate the matter and, if appropriate, take action with the sales person involved, including termination.

LCI has issued a courtesy credit of \$15.35 to the complainant's account. This credit constitutes the total charges accrued on the account as well as the fees associated with routing the line to the LCI network. This credit will appear on the complainant's LEC invoice within one to two billing cycles. LCI apologizes for any inconvenience this matter has caused the complainant.

Should you have questions regarding this matter, please contact the undersigned at (703)848-4465.

Sincerely,

Michelle Landow

Michelle Landow
Tariff Specialist

cc: Glen Jackson

AUTHORIZATION TO CHANGE LONG DISTANCE CARRIERS



0825482

ACCOUNT NAME & ADDRESS (Must be EXACTLY as on phone bill)



LAST NAME **HANCOCK**
 FIRST NAME **Talbot**
 NO. **123** **HANCOCK Lane**
 CITY **Pensacola** STATE **FL** ZIP **32503 7704**
 Present Long Distance Center **Att** Area Long Distance Prefix of your Monthly Bill **35**
 RESIDENTIAL BUSINESS OTHER LINE
 MAIL LINE NO. **904 476 6767**

WORLDCARD #1
 FIRST NAME **Talbot** LAST NAME **HANCOCK**
 WORLDCARD #2
 FIRST NAME **Nellie** LAST NAME **HANCOCK**

Extend Your Reach Option (\$50 per year minimum)
 My signature on this form authorizes LCI International to act as my agent to notify my local phone company of my decision to change from my current long distance carrier to LCI service. I understand that my local phone company may charge me a fee to switch long distance carriers. Selection of LCI will apply to the telephone number(s) listed on this form. I understand that I may designate only one interexchange carrier for any one telephone number for interstate usage, and hereby designate LCI as my primary carrier for all long distance service, including interstate, intrastate, interstate/international (where applicable) and international.

CUSTOMER SIGNATURE *Talbot Hancock* DATE 2-20-97
 Representative Signature *Michael Chambers* SOC SEC # 555 94 3735
 Michael Chambers

ATTACHMENT C

DOCKET NO. 971487-TI

MARCH 24, 1998

Name MONROE, ALICE R.
 Address 607 DETROIT BLVD.
 City PENSACOLA State FL County ESC
 Zip 32534
 Telephone # _____
 E-mail _____
 Fax # _____

Company LCI INTERNATIONAL TELECOM CORP.
 Acct. No. MICHELLE LADDON - 177563L
 Consumer's Telephone # (904)-476-8815
 Can Be Reached _____
 Date _____
 United Response # _____

Request No. 177563L
 By CRP Time 9:53 AM Date 06/30/97
 To CD Time FAX Date 07/01/97
 Type S Form MAIL
 Category GI-07
 Infraction _____
 Closed by MEP Date 10/20/97
 Reply Received I

Customer says the following:

Her long distance service was switched without her knowledge.

Customer's PIC is AT&T.

As an added note, her husband, Mr. John P. Monroe, Sr., did not order this switch as he has been dead for the past fourteen years.

Notify Micro Voice Applications, Inc. of this investigation. The customer is officially disputing this bill and change of carrier.

Attached is the customer's correspondence.

Please provide the PSC with a report and proof of authorization.

c: Commissioner Bob Crawford
DACS

07/07/97 Received report with explanation, LOA and \$28.17 credit.

10/20/97 Closed by letter. Replied inquiry #1905861.

CONSUMER REQUEST

FLORIDA PUBLIC SERVICE COMMISSION

2540 SHERMAN OAK BOULEVARD
TALLAHASSEE, FL 32399-0250
904-413-6000

PLEASE RETURN THIS FORM WITH REPORT OF ACTION TO:

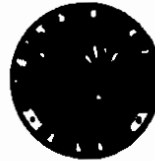
Carmen Pina

DUE: 07/17/97

-22-

COMMISSIONERS
M. J. L. JOHNSON, CHAIRMAN
J. TERRY CLARKE
LARRY F. CLARK
DAVID K. RUSSELL
ROS GARCIA

STATE OF FLORIDA



ATTACHMENT C
DOCKET NO. 971487-TI

MARCH 26, 1998

DEPARTMENT OF REVENUE
SERVICES DIVISION
TALLAHASSEE
(904) 413-6100
TOLL FREE 1-800-342-3552

Public Service Commission

October 23, 1997

Ms. Alice R. Monroe
607 Detroit Boulevard
Pensacola, FL 32534

Dear Ms. Monroe:

We have reviewed your complaint against LCI International Telecom Corporation (LCI).

To resolve your complaint, we contacted LCI and requested a detailed written report regarding your concerns. It is my understanding that a representative from the utility contacted you to discuss this matter. Based on a review of the information provided to the Florida Public Service Commission (PSC), it appears that the company did not obtain the necessary information to make a switch in your telephone service. LCI has issued a credit of \$28.17 to your local telephone company.

The PSC monitors complaints very closely and tracks any trend which indicate there may be a problem and further action is needed. Our complaint records are often checked for information before commissioners make final decisions and serve as a valuable source of information. I hope this provides you with the information you need. If you wish to discuss this or have any questions, please let me know. I can be reached at 1-800-342-3552.

Sincerely,

A handwritten signature in cursive script that reads "Ellen Plendl".

Ellen Plendl
Regulatory Specialist I
Division of Consumer Affairs

MEP:ewe

LCI International
Worldwide Telecommunications

ATTACHMENT C
DOCKET NO. 971487-TI
MARCH 26, 1998

Via Fax: 904-412-6362

July, 2, 1997

Ms. Carmen Penn
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850



Re: Complaint filed by Allee R. Monroe; File No. 177563L

Dear Ms. Penn:

With respect to the above-referenced complaint, please be advised that LCI International Telecom Corp. (LCI) has completed a review of the issues raised by the complainant. As a result of that review, it is LCI's position that an intentional, unauthorized primary interexchange carrier (PIC) code change was not initiated with respect to this complainant.

As the enclosed letter of agency demonstrates, Joe Monroe authorized LCI to provide service for the telephone number 904-476-8815 and represented that he had the authority to request this service. As such, LCI maintains the account was properly established. In the interest of customer service, LCI has issued a credit of \$28.17 to the complainant's account. This credit constitutes the long distance charges accrued to the account. This credit will appear on the complainant's LEC invoice within the next one to two billing cycles. The complainant is no longer billing with LCI.

Should you have any questions regarding this matter, please contact the undersigned at (703) 848-4465.

Sincerely,

Michelle Landow

Michelle Landow
Tariff Specialist

ATTACHMENT 2-2
DOCKET NO. 971487-T1
MARCH 26, 1998

AUTHORIZATION TO CHANGE LONG DISTANCE CARRIERS

0163359



ACCOUNT NAME & ADDRESS (Must be EXACTLY as on phone bill)

[Redacted]

== Monroe

== Joe

== A REC REC :
OFFER :

== 607 West Detroit Blvd ==

= Pensacola - FI - 32534 3609

Presenting
Distance Code A++

As Long Distance Ported
of your Monthly Bill 35-

[Redacted]

X RESIDENTIAL BUSINESS

904 476 8815

WORKCARD #1

== Joe A == Monroe

WORKCARD #2

==

==

[Redacted]

Global Your Reach Option (\$20 per year minimum)

I, my signature on this form authorizes LCI International to act as my agent to verify my local phone company of my decision to change from my current long distance carrier to LCI carrier. I understand that my local phone company may charge me a fee to switch long distance carrier. Selection of LCI will apply to the telephone number(s) listed on this form. I understand that I may designate only one long distance carrier for any one telephone number for LCI service except, and hereby designate LCI as my primary carrier for all long distance service, including international, international (where applicable) and international.

CUSTOMER
SIGNATURE

[Signature]

DATE 2-6-97

Representative
Signature

Tina M. Hooks

REC REC : 560 79 8280
OFFER :

Representative
NAME PRINT

TINA M HOOKS

Service is provided through LCI International and its affiliated long distance network.

TOTAL P. 02
PAGE 02

JUL 02 '97 11:04

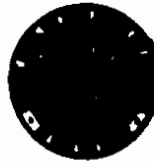
- 25 -

STATE OF FLORIDA

ATTACHMENT C
DOCKET NO. 971487-T1
MARCH 26, 1998

COMMISSIONERS:
JULIA L. JOHNSON, CHAIRMAN
J. TERRY DRAGON
SUSAN F. CLARK
DIANE K. KIRLING
JOE GARCIA

DIVISION OF CONSUMER AFFAIRS
BEVERLY DEMELLO
DIRECTOR
(800) 413-6100
TOLL FREE 1-800-342-3552



Public Service Commission

July 8, 1997

Ms. Alice R. Monroe
607 Detroit Blvd.
Pensacola, FL 32534

Dear Ms. Monroe:

Thank you for your recent letter concerning LCI International Telecom Corporation.

We will look into the matter you outlined, advise the company to contact you to resolve the problem, and require the company to provide the Public Service Commission with a letter outlining its resolution of the matter.

If you have any further questions, I can be reached at 1-800-342-3552.

Sincerely,

Handwritten signature of Carmen R. Pena in cursive.

Carmen R. Pena
Regulatory Specialist III
Division of Consumer Affairs

CP:pr

State of Florida

Department of Agriculture and Consumer Services
BOB CRAWFORD, Commissioner
Division of Consumer Services
CONSUMER COMPLAINT FORM

PLEASE TYPE OR PRINT CLEARLY (ONLY LEGIBLE COPIES WILL BE ACCEPTED) DATE June 16 1997

Person Complaining		Business or Person Complained Against	
Miss/Ms. _____	_____	_____	_____
Mrs./Mr. <u>MENDEZ Alicia R.</u>	_____	<u>MICRONELLE Applications</u>	_____
(Last Name, First Name, Middle Initial)		(Use full, legal name)	
Address: <u>6274 Detroit Blvd</u>	_____	<u>NO ADDRESS AVAILABLE</u>	_____
<u>Pensacola Fla Escambia</u>	_____	_____	_____
(City) (County)	(City) (County)	(City) (County)	(City) (County)
<u>FLA</u>	<u>32534</u>	_____	_____
(State) (Zip Code)	(State) (Zip Code)	(State) (Zip Code)	(State) (Zip Code)
Telephone: (Toll) <u>904 476-8815</u>	_____	Telephone: () _____	_____
(WK) () _____	_____	_____	_____

Product or service involved: Telephone Service

Date of purchase: _____ Cost of product or service: _____

Did you sign a contract or any other similar papers? NO When? never

Where? _____

Attach copies of any letters written to or received from the business. Also, attach copies of contracts, canceled checks and other proofs of purchase. **DO NOT SEND ORIGINALS.**

Are you presently represented by a lawyer? NO If so, you should rely on the advice of your lawyer

Have you filed suit in court? ✓

IF YOUR COMPLAINT INVOLVES THE PURCHASE OF A NEW CAR OR TRUCK, PLEASE SUPPLY THE FOLLOWING INFORMATION:

Vehicle Year _____	Make _____	Model _____	Date Purchased _____
Purchase: New _____	Used _____	Leased _____	Current Mileage _____
Vehicle Use: Personal _____	Commercial _____	_____	
How many times has the vehicle been in for repairs for the same problem? _____			
How many days has the vehicle been out of service for repairs? _____			

(Penal) 1775632

(Teña)

in your complaint fully, describing events in the order they occurred. (MARCH 21, 1998 if necessary.) REMEMBER TO TYPE OR PRINT CLEARLY. They (MIA) CLAIMED I ordered them to switch my long distance fr A T & T to them which I DID NOT DO VERBIL or other wise I plainly Told them I wanted to I was not interested in change to anyone else I was not aware of this change until my bill came in in April under the ICI International name I called A T & T & told them to switch it back which they did I have paid all charges against my phone bill to date.

If your complaint concerns a product or service which was advertised, attach a copy of the advertisement.

What would satisfy your complaint? to drop the charges I don't owe

"I do do not authorize you to send a copy of my complaint to the business I am complaining about or to any other government agency necessary for purposes of mediation, investigation or enforcement."

(If your complaint is referred to another agency it might become public record and released to individuals over whom the Division of Consumer Services has no control. If permission is denied, your complaint will be filed for information only.)

FALSE OFFICIAL STATEMENTS - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, Florida Statutes.

I understand that your office does not give legal advice. I also understand that your office cannot take legal action for me. I am filing this complaint to notify your office of the activities of this business/individual and to seek any assistance you may be able to render.

Alice R. Mousac
(Signature)

RETURN COMPLETED COMPLAINT FORM TO:
FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
Division of Consumer Services
Mayo Building
Tallahassee, Florida 32399-0800

(904) 488-2221
1-800-HELPFLA (Florida Only)

(1 page)
17756.3 L



LCI International

Page 6

ALICE HENRICE
Account Number: 904 876-8815 427 0267
Bill Period Date: Apr 25, 1997

For LCI INTERNATIONAL Billing Questions, Call 1 800 860-2255

Detailed Statement of Charges

<i>Itemized Calls</i>							<u>Amount</u>
<i>Direct Billed Calls</i>							
<i>Date</i>	<i>Place Called</i>	<i>Number Called</i>	<i>Rate</i>	<i>Time</i>	<i>Min</i>		
1. 03/22	ROBERTSON AL	334 947-6392	AM	10:57AM	0.5	.06	
2. 03/22	GRAND BAY AL	334 865-5350	AM	06:30PM	6.0	.77	
3. 03/23	GRAND BAY AL	334 865-5350	AE	07:25PM	0.5	.07	
4. 03/23	GRAND BAY AL	334 865-5350	AE	08:25PM	17.7	2.08	
5. 03/30	GRAND BAY AL	334 865-5350	AE	06:57PM	3.0	.56	
6. 04/02	DAYNETTE AL	334 937-0447	AE	06:04PM	0.9	.69	
7. 04/03	DAYNETTE AL	334 937-0447	AE	05:37PM	1.1	.16	
8. 04/04	OKLAND CA	005 904-6133	AM	07:18AM	10.0	1.78	
						<u>6.55</u>	

-12-

ATTACHMENT C
DOCKET NO. 971487-T1
MARCH 26, 1998

JOHN P MONROE SR
607 W DETROIT BLVD
PENSACOLA, FL
32534

*P.S My husband has been
dead for 14 years!*

Dear Sir/Madame:

Re: **DELINQUENT TELEPHONE CHARGES**

Creditor Name: MicroVoice Applications Inc.
Debt (as of 26 May 1997): \$200.20
File No.: MAJ-55590

Please be advised that I am an attorney and agent for MicroVoice Applications Inc. MicroVoice Applications Inc. ("MAJ") owns and operates telephone services.

I am advised that you are presently indebted to MAJ in the sum of \$200.20 for telephone services provided at your request and charged at your direction to your local telephone company. I am further advised that your local telephone company has been instructed by you to charge back your indebtedness to MAJ.

Please forward the sum of \$200.20, by first class mail, payable to "A. Patrick Wymes in Trust", within thirty days of receipt of this correspondence. Be advised that if payment in full is not received within the time frame set out herein, I will seek instructions from MAJ to retain an attorney in PENSACOLA, FL to commence legal action to recover your existing indebtedness. You shall be responsible for any and all legal costs incurred herein in addition to your existing debt.

If you have any questions, please call (905) 474-1270 and ask for Extension 56.

If you have made payment to MAJ in full, kindly disregard this correspondence.

(b)(7)(a)

ATTACHMENT C
DOCKET NO. 971487-TI
MARCH 24, 1998
Alice R Morris

Debt Validation Notice

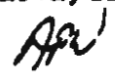
You have thirty (30) days from the day you received this notice to dispute all or part of the debt. If you notify our office in writing that all or part of the debt is disputed, we will provide you with a verification of the debt by mail. Unless you dispute all or part of the debt in writing within this period of time, we will assume the debt is valid.

If the current creditor is different from the original creditor of this debt, we will provide you with the name and address of the original creditor by mail if you request this in writing within 30 days from the date you received this notice.

During the 30 day notification period legal proceedings will not proceed. Your right to verification of the debt or identity of the creditor within the time provided by law will not be affected by any legal action herein.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

Yours very truly,



A. PATRICK WYMES
APW:wmg
cc: MicroVoice Applications Inc.

Name HOME .VID
Address 925 LANGLEY AVENUE
City/Zip PENSACOLA 32504 County ESC
Account Number Ext 5025
Company Contact _____

Company LCI INTER ONAL TELECOM CORP.
Attn. MICHELLE LANDON 1664751
Consumer's Telephone # (904)-476-7188
Can Be Reached (904)-478-8496
Note forgery
Limited Response N

Request No. 1664751
By KES Time 9:43 AM Date 03/28/97
To CO Time FAX Date 03/28/97
Type S Form Phone
Category _____
Infraction LS-13H
Closed by KES Date 04/23/97
Reply Received T

Customer said that his service was changed without his authorization on March 3rd. He discovered this when he received a welcome package. The company sent him a copy of the LOA, but the signature is a forgery. Information about his long distance charges is inaccurate and fraudulent. Customer was never contacted by the company in any way. He is requesting a full refund of all charges. Please investigate, provide a copy of the LOA, contact customer and advise.

3/31/97 Supplemental documentation received from customer.
4/04/97 Report with explanation, full credit. Customer was not contacted.
4/23/97 I called customer and we discussed the report and credit. He will contact me if the problem has not been resolved. Close by phone.

CONSUMER REQUEST

FLORIDA PUBLIC SERVICE COMMISSION

2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL. 32399-0850
904-413-6100

PLEASE RETURN THIS FORM WITH REPORT OF ACTION TO:

Kate Smith

DUE: 04/14/97

ATTACHMENT D
DOCKET NO. 971487-TI
MARCH 26, 1998



Via Fax: 904-413-6362

April 4, 1997

Ms. Kate Smith
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Complaint filed by David Howe; File No. 1664751

Dear Ms. Smith:

With regard to the above referenced complaint, please be advised that LCI International Telecom Corp. (LCI) has completed a review of the issues raised by the complainant. As a result of that review, it is LCI's position that an intentional, unauthorized primary interexchange carrier (PIC) code change was not initiated with respect to this complainant.

LCI received the enclosed letter of agency (LOA) from a third party distributor of LCI service. As you will see, the LOA appears to have been signed by David Howe. LCI accepted this LOA in good faith and maintains the account was appropriately established. All LCI distributors are required to act within the bounds of applicable state and federal law and abide by LCI's policies regarding unauthorized PIC code changes (a copy of this policy is enclosed). LCI has contacted the distributor involved to investigate the matter and demanded appropriate action be taken against the sales person involved.

Additionally, LCI has issued a courtesy credit of \$12.42 to the complainant's account. This credit constitutes the total charges accrued on the account as well as the fees associated with routing the line to the LCI network. LCI apologizes for any inconvenience this matter has caused the complainant.

Should you have questions regarding this matter, please contact the undersigned at (703)848-4465.

Sincerely,

Michelle Landow

Michelle Landow
Tariff Specialist

MARCH 26, 1998

Exhibit _____

LCI'S POLICIES AND PROCEDURES REGARDING SLAMMING PREVENTION

ADVISORY TO ALL REPRESENTATIVES SELLING LCI INTERNATIONAL LONG DISTANCE SERVICES:

All sales agents/distributors selling LCI International Telecom Corporation's (LCI) long distance service must carefully read the contents of this document. It will explain LCI's policies and procedures for the sale of LCI long distance services. The purpose of this document is to explain what can cause unauthorized switching of a customer. The importance of preventing such switching, and the seriousness of the matter to LCI, its authorized sales agents, and their independent distributors. This document includes an "Acknowledgment" that must be read, signed, and returned to the Sales Agent by each individual selling LCI services. Sales agents/distributors must make a signed copy of this document available to LCI upon request.

A. COMMON CAUSES OF SLAMMING:

- Incorrect telephone number on submitted LOAs - means that incorrect telephone number is switched without the customer's written consent. To make matters worse, the customer who did want LCI service did not get switched to LCI.
- The submitted LOA is illegible and directly causes the error that puts the switch into the system to cover the wrong name and/or phone number.
- The person who "switches" switching services really didn't have the authority to make the switch. Sometimes children or relatives authorize a switch to qualify for some sort of premium or other inducement.
- A simple misunderstanding when one spouse or roommate doesn't tell the other spouse or roommate about selecting a new long distance service. This is especially true when it is the other person who pays the bills. The bill-paying spouse or roommate sees a new long distance carrier name and thinks something is wrong. Please ask your customer to inform their spouse and/or roommate about changing long distance carriers.
- Signing up one roommate when the telephone number is in the name of another roommate. By the time the switch is completed, the roommates have often parted ways.
- The person receiving the bill notices the change and alleges a scam has occurred. Be sure the roommate requesting service has the authority to do so.
- Someone may sign up an elderly parent without prior contact from the parent.
- Signing someone up just to "get the air" or reach a qualification or commission level.
- Signing someone up, without the customer's knowledge, as a result of spending a lot of time with that individual and assuming that the person would be satisfied with LCI service.

B. EFFECTS OF SLAMMING:

- It is illegal and will not be tolerated by LCI!
- Causes a bad image and adversely affects LCI's and the Sales Agent's/Distributor's reputation.
- Takes time to investigate and correct.
- If we can get information verified, it will save us:
 1. Order rejects
 2. Returned mail
 3. Time to process valid and accurate orders
- Frustrating experience for individual who was slammed.
- Usually the local telephone company levies a charge to make the initial switch to LCI and then charges again to switch the affected customer back to the original long distance company. LCI and then the distributor and its Sales Agents are billed for these costs. These LCI charges will probably be billed by distributors to their agents. This leads to serious consequences for the agent, including termination of the sales agent relationship with LCI.

LCI AS WELL AS FEDERAL, STATE, AND LOCAL REGULATORY AGENCIES VIEW "SLAMMING" AS A VERY SERIOUS PROBLEM. THE FCC CAN IMPOSE SIGNIFICANT FINES ON A PER VIOLATION BASIS.

C. HOW CAN A SALES AGENT PROTECT AGAINST SLAMMING:

- You are strongly encouraged to verify information against each new customer's actual telephone bill for each LOA.
- The person signing the LOA should be the same person whose name appears on the telephone bill. If not, it is essential that the person signing the LOA has authority to change long distance carriers. Now the children and roommates typically do not have the authority to change long-distance-carriers for the parents/roommates whose name appears on the telephone bill. Unless it is a situation where one spouse is signing on behalf of another spouse, if the person signing the LOA is different from the person whose name appears on the telephone bill, you should attempt to contact the other person. While this policy might jeopardize some sales orders, it does give you a chance to retain sales by demonstrating your concern and professionalism.
- Take your time. Review the LOA for accuracy and legibility, especially the telephone number. Confirm the person's telephone number -- you would be surprised at the number of people that give out the wrong telephone number.
- NEVER sign someone else's name on an LOA or any other document.
- Don't force a sale that is not there.

Exhibit _____

ACKNOWLEDGMENT

This will verify that I have received, read, understood, and will comply with the document entitled "LCI'S POLICIES AND PROCEDURES REGARDING SLAMMING PREVENTION". I fully understand and appreciate my obligations as an LCI sales agent OR INDEPENDENT CONTRACTOR not to engage in or facilitate the practice of "slamming" customers. I understand that LCI will not tolerate further occurrences of "slamming", and that LCI will take whatever actions are necessary to protect against slamming including, without limitation, termination of the sales agent relationship and enforcement of all applicable legal rights and remedies.

Signature Of Representative Selling LCI International Long Distance Service

Date

Printed Name

Home phone number

Print Name of Company

Channel code

Organization code

slm03186 doc

APR 02 '97 14:47 FR ACN CORPORATE OFFICE 810 528 8790 TO : 7038494464 P. 02/02

AUTHORIZATION TO CHANGE LONG DISTANCE CARRIERS

0826283

ACCOUNT NUMBER & ALL DEETS (Must be EXACTLY as on phone bill)



FROM HOWE

TO DAVID

925

LANGLEY AVE

PENSACOLA

PLAN NO. P

FL - 32504

7063

ATT

As long as you remain on your existing plan, you will continue to receive the same service and quality of service as you currently receive.

RECORDING

304 476 7188

ORIGINATOR

DAVID P

HOWE

JUDIE E

HOWE

Default Your Month Option (\$20 per year minimum)

By agreement with International LCI International and no any agent to verify the telephone company of any carrier to change to any other carrier, you are hereby authorized to use the LCI International service. This authorization is valid for the duration of your service agreement with any carrier. This authorization is subject to the terms and conditions of the LCI International service. This authorization is subject to the terms and conditions of the LCI International service. This authorization is subject to the terms and conditions of the LCI International service.

BY ORDER: *David Howe*

CREATED BY: *Michael Chambers*

PLAN NO. 555 94 3735

BY ORDER: Michael Chambers

Always protected through LCI International and its affiliated long distance carriers.

From: DAVHOW @ SMTP (David P Howe) (davhow@juno.com)
To: CAF Internet E-mail
Subject: Attn: Mrs. Kate Smith; case # 166475 re:LCI International

~~NOTE~~ 3/28/97 10:00am
Return-Path: <davhow@juno.com>
Received: from x7.boston.juno.com (205.231.100.24)
by mail.psc.state.fl.us (Connect2-SMTP 4.30A.1000128)
for <CONTACT@PSC.STATE.FL.US>; Fri, 28 Mar 1997 10:03:32 -0500
Received: (from davhow@juno.com) by x7.boston.juno.com (queuemail)
id KJN16111; Fri, 28 Mar 1997 10:00:00 EST
To: CONTACT@PSC.STATE.FL.US
Subject: Attn: Mrs. Kate Smith; case # 166475 re:LCI International
Message-ID: <19970328.090348.11719.0.Davhow@juno.com>
X-Mailer: Juno 1.15
X-Juno-Line-Breaks: 0-5,7-77
From: davhow@juno.com (David P Howe)
Date: Fri, 28 Mar 1997 10:00:00 EST

From: Davhow
To: CONTACT@PSC.STATE.FL.US
Date: Tue, 11 Mar 1997 06:26:17 PST
Subject: LCI INTERNATIONAL
Message-ID: <19970311.062955.11239.0.Davhow@juno.com>

ATTACHED IS A COPY OF A LETTER SENT TO LCI REGARDING A RECENT EPISODE I
ENCOUNTERED WITH "SLAMMING".

Any and all helps would be appreciated.

David P. Howe
925 Langley Avenue
Pensacola, Florida
32504-7063
(904) 476-7188

925 Langley Avenue
Pensacola, Florida
32504

March 11, 1997

Mr. Lawrence Jones
Director, Customer Service
LCI International
4650 Lakehurst Court
Dublin, Ohio 43016

Dear Mr. Jones:

I have had an extremely frustrating
experience with your organization.
Apparently on or about March 3, 1997, I

was transferred from MCI long distance to LCI. This was done with neither my knowledge nor consent.

I first found of this "slamming" episode on March 10, 1997, when I arrived home after a fourteen hour workday. Imagine my surprise to find that I was being "welcomed" to a long distance carrier that a mere fifteen minutes before I had never heard of.

When I tried to contact your company, my first contact "Lynn" promptly hung up on me. This after waiting through ten minutes of noise.

My second contact, "Calvin", assured me that "we are an honest company, we would never 'slam' anyone." This assurance came after I reaffirmed that I for one knew the difference between requesting a carrier and slamming.

I have now spent in excess of one hour of my time to correct an error made either by your company or its agents.

I intend to pursue this through the Public Service Commission of Florida as well as the FCC Detroit, Michigan and Washington, D.C. offices.

I await your reply.

Sincerely yours,

David P. Howe

Via Fax: 904-413-6362

April 4, 1997

Ms. Kate Smith
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850



Re: Complaint filed by David Howe; File No. 1664751

Dear Ms. Smith:

With regard to the above referenced complaint, please be advised that LCI International Telecom Corp. (LCI) has completed a review of the issues raised by the complainant. As a result of that review, it is LCI's position that an intentional, unauthorized primary interexchange carrier (PIC) code change was not initiated with respect to this complainant.

LCI received the enclosed letter of agency (LOA) from a third party distributor of LCI service. As you will see, the LOA appears to have been signed by David Howe. LCI accepted this LOA in good faith and maintains the account was appropriately established. All LCI distributors are required to act within the bounds of applicable state and federal law and abide by LCI's policies regarding unauthorized PIC code changes (a copy of this policy is enclosed). LCI has contacted the distributor involved to investigate the matter and demanded appropriate action be taken against the sales person involved.

Additionally, LCI has issued a courtesy credit of \$12.42 to the complainant's account. This credit constitutes the total charges accrued on the account as well as the fees associated with routing the line to the LCI network. LCI apologizes for any inconvenience this matter has caused the complainant.

Should you have questions regarding this matter, please contact the undersigned at (703)848-4465.

Sincerely,

Michelle Landow

Michelle Landow
Tariff Specialist

AUTHORIZATION TO CHANGE LONG DISTANCE CARRIERS

0826203



ACCOUNT NAME & ADDRESS (Print or EXACTLY as on phone bill)

= HOWE
 = DAVID
 = 925 LANGLEY AVE
 = PENSACOLA FL - 32504 7063
 = ATT
 = 35
 RESIDENTIAL BUSINESS

704 476 7188

ORLOCARD #1 = DAVID P = AOWE
 ORLOCARD #2 = JUDY E = HOWE

Extend Your Month Option (\$88 per year extension)

By signing on this form, customer ICI International is not in any way liable to notify my local phone company of my decision to change from my current long distance carrier to LCI service. I understand that my local phone company may charge me a fee to switch long distance carriers. Selection of LCI will apply to the telephone number(s) listed on this form. I understand that I may discontinue my long distance service for any one telephone number for interstate usage, and hereby designate LCI as my preferred carrier for all long distance service, including international, domestic, international (where applicable) and international.

CUSTOMER SIGNATURE: *Michael Chambers* DATE: *2/17/94*
 APPROVED BY: *Michael Chambers* EXT. NO.: *555 94 3735*
 PRINT NAME: *Michael Chambers*

Billings provided through LCI International and its affiliated long distance network. 800 824-828

1-40-

LCT'S POLICIES AND PROCEDURES REGARDING SLAMMING PREVENTION

ADVISORY TO ALL REPRESENTATIVES SELLING LCI INTERNATIONAL LONG DISTANCE SERVICES:

All sales agents/distributors selling LCI International Telecomm Corporation's (LCI) long distance service must carefully read the contents of this document. It will explain LCI's policies and procedures for the sale of LCI long distance services. The purpose of this document is to explain what can cause unauthorized switching of a customer, the importance of preventing such switching, and the seriousness of the matter to LCI, its authorized sales agents, and their independent distributors. This document includes an "Acknowledgment" that must be read, signed, and returned to the Sales Agent by each individual selling LCI services. Sales agents/distributors must make a signed copy of this document available to LCI, upon request.

A. COMMON CAUSES OF SLAMMING:

- Incorrect telephone number on submitted LOAs - means that incorrect telephone number is switched without the customer's written consent. To make matters worse, the customer who did want LCI service did not get switched to LCI.
- The submitted LOA is illegible and directly causes the person that keys the order into the system to enter the wrong name and/or phone number.
- The person who "authorized" switching carriers really didn't have the authority to make the switch. Sometimes children or relatives authorize a switch to qualify for some sort of premium or other inducement.
- A simple misunderstanding when one spouse or roommate doesn't tell the other spouse or roommate about selecting a new long distance service. This is especially true when it is the other person who pays the bills. The bill-paying spouse or roommate sees a new long distance carrier name and thinks something is wrong. Please ask your customers to inform their spouses and/or roommates about changing long distance carriers.
- Signing up one roommate when the telephone number is in the name of another roommate. By the time the switch is completed, the roommates have often parted ways. The person receiving the bill notices the change and alleges a slam has occurred. Be sure the roommate requesting service has the authority to do so.
- Someone may sign up an elderly parent without prior consent from the parent.
- Signing someone up just to "get the sale" or reach a qualification or commission level.
- Signing someone up, without the customer's knowledge, as a result of spending a lot of time with that individual and assuming that the person would be satisfied with LCI service.

B. EFFECTS OF SLAMMING:

- It is illegal and will not be tolerated by LCI!
- Causes a bad image and adversely affects LCI's and the Sales Agent's/Distributor's reputation.
- Takes time to investigate and correct.
- If we can get information verified, it will save on:
 1. Order rejects
 2. Returned mail
 3. Time to process valid and accurate orders
- Frustrating experiences for individuals who was slammed.
- Usually the local telephone company levies a charge to make the initial switch to LCI and then charges again to switch the affected customer back to the original long distance company. LCI and then the distributor and its Sales Agents are billed for these costs. These LCI charges will probably be billed by distributors to their sales agent. This leads to serious consequences for the agent, including termination of the sales agent relationship with LCI.

LCI AS WELL AS FEDERAL, STATE, AND LOCAL REGULATORY AGENCIES VIEW "SLAMMING" AS A VERY SERIOUS PROBLEM. THE FCC CAN IMPOSE SIGNIFICANT FINES ON A PER VIOLATION BASIS.

C. HOW CAN A SALES AGENT PROTECT AGAINST SLAMMING:

- You are strongly encouraged to verify information against each new customer's actual telephone bill for each LOA.
- The person signing the LOA should be the same person whose name appears on the telephone bill. If not, it is essential that the person signing the LOA has authority to change long distance carriers. Note that children and roommates typically do not have the authority to change long distance carriers for the parents/roommates whose name appears on the telephone bill. Unless it is a situation where one spouse is signing on behalf of another spouse, if the person signing the LOA is different from the person whose name appears on the telephone bill, you should attempt to contact the other person. While this policy might jeopardize some sales orders, it should give you a chance to retain sales by demonstrating your concern and professionalism.
- Take your time. Review the LOA for accuracy and legibility, especially the telephone number. Confirm the person's telephone number -- you would be surprised at the number of people that give out the wrong telephone number.
- NEVER sign someone else's name on an LOA or any other document!
- Don't force a sale that is not there.

Exhibit _____

ACKNOWLEDGMENT

This will verify that I have received, read, understood, and will comply with the document entitled "LCI'S POLICIES AND PROCEDURES REGARDING SLAMMING PREVENTION". I fully understand and appreciate my obligations as an LCI main agent OR INDEPENDENT CONTRACTOR not to engage in or facilitate the practice of "slamming" customers. I understand that LCI will not tolerate further occurrences of "slamming", and that LCI will take whatever actions are necessary to protect against slamming including, without limitation, termination of the main agent relationship and enforcement of all applicable legal rights and remedies.

Signature Of Representative Selling LCI International Long Distance Service

Date

Printed Name

Home phone number

Print Name of Company

Channel code

Organization code

ATTACHMENT E
DOCKET NO. 971487-TT
MARCH 26, 1998

Name CHEN, RESA Y B Company LCI INTERNI DIAL TELECOM CORP. Request No. 1693741
Address 6229 NW 181 TER Attn. Michelle Landow By RPM Jan 11:22 AM Date 04/22/97
Consumer's Telephone # (305)-362-9689 To CO Jan FAX Date 04/22/97
City/Zip MIAMI 33015 County DADE Can Be Reached _____ Type S from Phone
Account Number _____ Date _____ Category _____
Company Contact _____ Limited Response Outreach _____ Infraction LS-13Z

Closed by RPM Date 05/14/97
Reply Received I

Customer said her service was switched from AT&T in March without her authorization. Customer said she found out on Apr. 1. Customer said Bellsouth service was switched to LCI. Please investigate, contact customer and provide a response by the date below. Include a copy of the LOA and apply appropriate credits.

5-6 Fax copy received.

5-9 Reply received. Customer sent copy of PSC report by LCI.

File closed.

CONSUMER REQUEST

**FLORIDA PUBLIC
SERVICE
COMMISSION**

2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL 32399-0050
904-413-6100

PLEASE RETURN THIS FORM
WITH REPORT OF ACTION TO:

Ruth M. McHargue

DUE: 05/07/97

-43-

MR: DE '97 15:03 FR LCI

7838484424 TO 819044136362

P.01/02

LCI International.
Worldwide Telecommunications

Regulatory Department
8180 Greensboro Drive, 9th Floor
McLean, Virginia 22102

To: Ruth McHargue

From: Michelle Landow

Pages: _____

For Information Call: _____

Date: 5/6/97

Fax Number: _____

Phone Number: _____

Response to Thomas Chen's complaint; File No. 159374I

8180 Greensboro Drive
9th Floor
McLean, VA 22102

Phone 703-848-4465
800-296-0220
Fax 703-848-4404

MR. DE '97 15:03 FR LCI

7838484424 TO 819044136362

P.02 C2



Via Fax: 904-413-6362

May 6, 1997

Ms. Ruth W. McHargue
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Complaint filed by Theresa Chen; File No. 1693741

Dear Ms. McHargue:

With regard to the above referenced customer complaint, please be advised that LCI International Telecom Corp. (LCI) has evaluated the matter and believes that LCI did not initiate an intentional, unauthorized primary interexchange carrier (PIC) code change, or "slam" with regard to this customer.

LCI's distributorship who sold the account was unable to provide a copy of a letter of agency (LOA) signed by the complainant. Therefore, in accordance with LCI's commitment to customer service, LCI has applied a credit of \$31.68 to the complainant's account. This amount represents a rebate for charges billed to the account in addition to the switching fees billed by the local telephone company. As such, no further action will be taken by LCI at this time.

Should you have any questions regarding this matter, please contact the undersigned at (703) 848-4465

Sincerely,

A handwritten signature in cursive script that reads "Michelle Landow".

Michelle Landow
Tariff Specialist

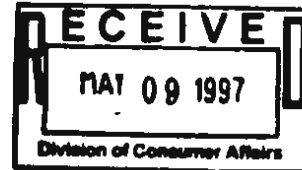
cc: Theresa Chen



Via Fax: 904-413-6362

May 6, 1997

Ms. Ruth W. McHargue
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850



Re: Complaint filed by Theresa Chen; File No. 1693741

Dear Ms. McHargue:

With regard to the above referenced customer complaint, please be advised that LCI International Telecom Corp. (LCI) has evaluated the matter and believes that LCI did not initiate an intentional, unauthorized primary interexchange carrier (PIC) code change, or "slam" with regard to this customer.

LCI's distributorship who sold the account was unable to provide a copy of a letter of agency (LOA) signed by the complainant. Therefore, in accordance with LCI's commitment to customer service, LCI has applied a credit of \$31.68 to the complainant's account. This amount represents a rerate for charges billed to the account in addition to the switching fees billed by the local telephone company. As such, no further action will be taken by LCI at this time.

Should you have any questions regarding this matter, please contact the undersigned at (703) 848-4465.

Sincerely,

Michelle Landow

Michelle Landow
Tariff Specialist

cc: Theresa Chen

ATTACHMENT F
DOCKET NO. 971487-T1
MARCH 26, 1998

Name LANDA, KATHLYN Company LCI INTERNATIONAL TELECOM CORP.
Address 1821 SE ENFIELD AVENUE Attn. SHERRI BONNERBAUM 130973
Consumer's Telephone # (561)-398-0518
City/Zip PORT SAINT LUCIE 34952 County STL Can Be Reached (561)-398-0522
Account Number _____ Note keypunch
Company Contact _____ Limited Expense N

Request No. 1309731
By JRD Time 11:36 AM Date 06/27/96
To CO Time FAX Date 06/27/96
Type S Form Phone
Category _____
Infraction LS-130
Closed by HEP Date 07/03/96
Reply Received I

Customer says her PIC was switched from AT&T to LCI without her permission.
Please provide proof of authorization.

7/1 Report
Letter and copy of report sent to customer.
File closed.

CONSUMER REQUEST

**FLORIDA PUBLIC
SERVICE
COMMISSION**

2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL. 32399-0850
904-413-6100

PLEASE RETURN THIS FORM
WITH REPORT OF ACTION TO:

Richard Durbin

DUE: 07/15/96



LEGAL DEPARTMENT
4650 Lakehurst Court, Dublin, Ohio 43016

FACSIMILE TRANSMITTAL SHEET

*****NOTICE*****

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE. IT MAY CONTAIN INFORMATION WHICH IS CONFIDENTIAL UNDER THE ATTORNEY-CLIENT PRIVILEGE OR OTHERWISE NOT SUBJECT TO DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT OF THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THIS MESSAGE TO THE INTENDED RECIPIENT, ANY USE, COPYING OR DISSEMINATION OF THIS MESSAGE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS MESSAGE IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND RETURN THE ORIGINAL OF THIS DOCUMENT TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE.

TO: *Richard [unclear]*

COMPANY: *Florida Public Service Commission*

FAX NUMBER: *904.413.6362*

DATE: *7-1-96*

TIME: *9:50am*

FROM: **Sherri Ronnebaum**
Regulatory Analyst

PHONE NO.: (614) 798-8813

FAX NO.: (614) 798-8498

HARD COPY: Will be sent via regular mail.
 Will be sent via overnight mail.
 Will be sent by facsimile only.

Page 1 of *2* Pages (including this cover page)

COMMENTS: *Re: Kathleen Landry*



July 1, 1996

Mr. Richard Durbin
Florida Public Service Commission
2540 Edmund Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Landry, Kathlyn; Request No. 1309731

Dear Mr. Durbin:

With regard to the above-referenced complaint, please be advised that LCI International Telecom Corp. (LCI) has completed a review of the issues raised by the complainant. As a result of that review, it is LCI's position that an intentional, unauthorized primary interexchange carrier (PIC) code change was not initiated with respect to this complainant.

The complainant's telephone number is one digit off from another LCI customer located in New York's 516 area code. A keying error occurred while LCI was establishing an account for its customer that resulted in the complainant's number being routed to the LCI network instead of the customer's number. LCI contacted the complainant's local telephone company to learn whether or not the complainant was still routed to the LCI network. The local telephone company indicated the complainant had not yet contacted them to select a new carrier. LCI cannot request a switch back to the carrier of choice on behalf of the complainant. The local telephone company did notate the account so that one of their representative's would contact the complainant and assist her in resolving this situation.

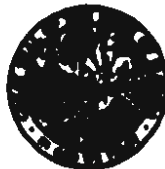
LCI apologizes for any inconvenience this matter has caused the complainant. In the interest of customer service, LCI has processed a credit of \$2.98 to the complainant's account. This credit constitutes the fees associated with switching the complainant's line to LCI and back to her carrier of choice. LCI does not believe the complainant accrued long distance charges. Should you have any questions regarding this matter, please contact the undersigned at (614) 798-6813.

Sincerely,

A handwritten signature in cursive script that reads "Sherri Rombbaum".

Sherri Rombbaum
Regulatory Analyst

Commissioners:
SUSAN P. CEARK, CHAIRMAN
J. TERRY DEASON
JULIA L. JOHNSON
DIANE K. KESLING
JOE GARCIA



ATTACHMENT F
BUCKET NO. 974487-T1
DIVISION OF CONSUMER AFFAIRS
BEVERLY S. HAYES
DIRECTOR
(904) 413-6100
TOLL FREE 1-800-342-3552
JULY 26, 1998

Public Service Commission

July 5, 1996

Ms. Kathlyn Landry
1821 SE Enfield Avenue
Port St. Lucie, Florida 34952

Dear Ms. Landry:

This is a follow-up to your recent complaint regarding the unauthorized change of your long distance service by LCI International.

We have filed your complaint with the company and received a report. Enclosed is a copy of the report indicating what caused the problem and that credits have been issued.

We appreciate your bringing this problem to our attention, and your complaint will remain on record at the Public Service Commission.

If you have any questions or problems, please let me know.

Sincerely,

Nancy Pruitt
Consumer Services Consultant
Division of Consumer Affairs

NP/ah

enclosure

ATTACHMENT G
DOCKET NO. 971487-TI
MARCH 26, 1998

Name QUINO FUENTES, CARMEN

Company LCI INTERN IONAL TELECOM CORP.

Request No. 1743991

Address 1610 SANDUSKY STREET

Attn. MICHELLE LANDOM - 1743991

By CRP Time 1:32 PM Date 06/02/97

SOUTH EAST

Consumer's Telephone # (407)-676-7037

To CO Time FAX Date 06/02/97

City/Zip PALM BAY 32909 Country BRE

Can Be Reached _____

Type S for a Phone

Account Number _____

Note _____

Category _____

Company Contact _____

Limited Response N

Infraction LS-13C

Closed by CRP Date 10/13/97

Reply Received I

Customer says the following:

Her long distance service was switched without her knowledge.

Customer's PIC is AT&T.

Please provide proof of authorization.

06/16/97 Received report with explanation and \$31.58 credit.

10/13/97 Closed.

10-20-97 Closeout letter sent to the customer.

CONSUMER REQUEST

**FLORIDA PUBLIC
SERVICE
COMMISSION**

2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL. 32399-0850
904-413-6100

PLEASE RETURN THIS FORM
WITH REPORT OF ACTION TO:

Carmen Pena

DUE: 06/17/97

151

STATE OF FLORIDA

COMMISSIONERS:
JULIA L. JOHNSON, CHAIRMAN
J. TERRY DEASON
SUSAN P. CLARK
DLANE K. KIRLING
JOE GARCIA

DIVISION OF CONSUMER AFFAIRS
SERVILIO DEBELLIO
DIRECTOR
(850) 413-6100
TOLL FREE 1-800-342-3552



Public Service Commission

October 23, 1997

Ms. Carmen Quinones Fuentes
1610 Sandusky Street Southeast
Palm Bay, FL 32909

Dear Ms. Fuentes:

We have reviewed your complaint against LCI International Telecom Corporation (LCI).

To resolve your complaint, we contacted the company, and requested a detailed written report regarding your concerns. It is my understanding that a representative from the utility contacted you. Based on a review of the information provided to the Florida Public Service Commission (PSC), it appears that the company did not obtain the necessary information to make a switch in your telephone service. LCI has issued a credit of \$31.58 to your local telephone company.

Thank you for the opportunity to address your concerns. The PSC is concerned about unauthorized changes in customer's local toll and long distance carriers or "slamming". As information, the Commission, along with staff from the Attorney General's Office and the Office of Public Counsel, will be holding ten (10) rule development workshops throughout the State to listen to consumers testimony regarding their slamming experiences. For your review, I have enclosed additional information on these workshops which lists their time and locations.

Again thank you for the opportunity to address your concerns. If you have any questions, please contact me. I may be reached at 1-800-342-3552.

Sincerely,

Handwritten signature of Carmen R. Peña in cursive script.

Carmen R. Peña
Regulatory Specialist III
Division of Consumer Affairs

CRP:ewe

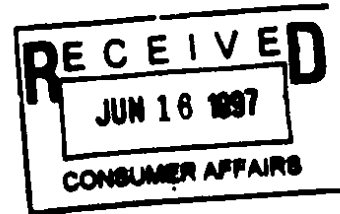
Attachments: Company report
Slamming Special Report



Via Fax: 904-413-6362

June 12, 1997

Ms. Carmen Pena
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850



Re: Complaint filed by Carmen Quinones Fuentes; File No. 174399f

Dear Ms. Pena:

With regard to the above-referenced complaint, please be advised that LCI International Telecom Corp. (LCI) has completed a review of the issues raised by the complainant. As a result of our review, it is LCI's position that an intentional, unauthorized primary interexchange carrier (PIC) code change was not initiated with respect to this complainant.

LCI's records indicate that the customer was inadvertently switched to LCI. The customer had requested information regarding the use of LCI's access code. Due to an LCI error, an order was generated through the LEC and the customer's line was converted to LCI. As such, LCI has issued a credit of \$31.58 for the total charges billed to the complainant. This amount will be reflected on the customer's LEC invoice within the next one to two billing cycles.

Should you have any questions regarding this matter, please contact the undersigned at (703)848-4465.

Sincerely,

Michelle Landow
Tariff Specialist