

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

JEFFERY C. COX	)	
	)	
COMPLAINANT	)	
	)	
V.	)	CASE NO. 2009-00460
	)	
BELLSOUTH TELECOMMUNICATIONS, INC.	)	
D/B/A AT&T KENTUCKY	)	
	)	
DEFENDANT	)	

O R D E R

On November 3, 2009, Jeffery C. Cox ("Complainant") filed a formal complaint with the Commission against BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky ("AT&T Kentucky") alleging that AT&T Kentucky had overcharged him for bundled service. Specifically, Complainant alleges that he had an agreement for bundled service for \$117 per month and that AT&T Kentucky charged him in excess of \$400 per month for the bundled service. Complainant asserts that this is a breach of contract and asks that the Commission order AT&T Kentucky to remove the final bill and refund any amounts collected over the \$117-per-month charge.

On December 14, 2009, the Commission entered an Order directing AT&T Kentucky to satisfy or answer the complaint. On December 29, 2009, AT&T Kentucky filed its Answer and Motion to Dismiss with the Commission. AT&T Kentucky asserts six grounds in support of its motion to dismiss. First, AT&T Kentucky alleges that

Complainant fails to state a cause of action upon which relief may be based. Second, AT&T Kentucky alleges that the services complained of, bundled non-basic services, are not jurisdictional to the Commission pursuant to KRS 278.541, et seq. Third, AT&T Kentucky alleges that it satisfied the matters complained of by issuing adjustment credits to the Complainant's account. Fourth, AT&T Kentucky alleges that Complainant failed to timely object to the billing pursuant to the terms of his Residential Service Agreement. Fifth, AT&T Kentucky asserts that Complainant was the cause of the damages. Sixth, AT&T Kentucky denies that it made a verbal deal with Complainant regarding early termination fees for wireless service. Finally, AT&T Kentucky affirmatively states that Complainant ordered the bundled packages, agreed to the terms and conditions of the agreement, and, therefore, should be required to pay the entire amount due to AT&T Kentucky.<sup>1</sup>

Pursuant to 807 KAR 5:001, Section 12(5), after an offer of satisfaction by a Defendant, a Complainant's acceptance of the offer, and the Commission's approval, no further proceedings are necessary. It appears that AT&T Kentucky, by issuing adjustment credits to Complainant's account on November 19, 2008, December 19, 2008, December 10, 2009, and December 18, 2009, may have satisfied the matters in the complaint. As of the date of this Order, the Commission has received nothing from the Complainant to indicate whether he accepts AT&T Kentucky's issuance of credits as a full settlement of his complaint.

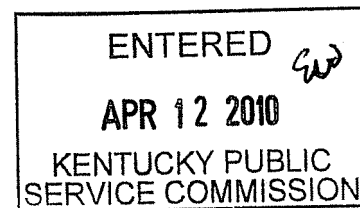
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<sup>1</sup> AT&T Kentucky Answer and Motion to Dismiss at 1-3.

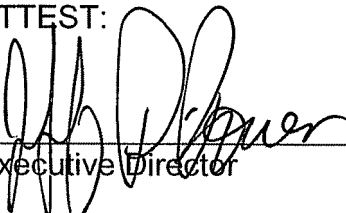
IT IS THEREFORE ORDERED that:

1. Within 30 days of the date of this Order, Complainant shall file with the Commission notice of his acceptance or rejection of AT&T Kentucky's offer of satisfaction.
2. If Complainant does not accept AT&T Kentucky's issuance of credits as satisfaction of his complaint, the filing informing the Commission of such rejection shall also contain responses to the defenses raised in AT&T Kentucky's Answer and Motion to Dismiss.
3. If no such filing is received, the complaint shall be considered satisfied and this case shall be closed by further Order.

By the Commission



ATTEST:

  
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Executive Director

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