COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

JOSEPH RANDOLPH WOOSLEY	)	
	)	
COMPLAINANT	)	
	)	
v.	)	CASE NO. 2005-00007
	)	
MOMENTUM TELECOM, INC.	)	
	)	
DEFENDANT	)	

ORDER TO SATISFY OR ANSWER

Momentum Telecom, Inc. ("Momentum") is hereby notified that it has been named as defendant in a formal complaint filed on December 20, 2004, a copy of which is attached hereto.

Pursuant to 807 KAR 5:001, Section 12, Momentum is HEREBY ORDERED to satisfy the matters complained of or file a written answer to the complaint within 10 days from the date of service of this Order.

Should documents of any kind be filed with the Commission in the course of this proceeding, the documents shall also be served on all parties of record.

Done at Frankfort, Kentucky, this 12th day of January, 2005.

By the Commission

Commissioner W. Gregory Coker did not participate in the deliberations or decision concerning this case.

ATTEST:

Executive Director

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED
DEC 20 2004
PUBLIC SERVICE COMMISSION

In the matter of:

Joseph Randolph Woosley
(Your Full Name)
COMPLAINANT

VS.

Momentum Telecom
(Name of Utility)
DEFENDANT

CASE 2005-00007

COMPLAINT

The complaint of Joseph Woosley (Your Full Name) respectfully shows:

(a) Joseph Woosley
(Your Full Name)

225 Oxford Dr. Apt. 19 Winchester, Ky 40391
(Your Address)

(b) Momentum Telecom
(Name of Utility)

2700 Corporate Dr. Suite 200 Birmingham, Alabama 35242-2733
(Address of Utility)

(c) That: See included typed document.
(Describe here, attaching additional sheets if necessary,

the specific act, fully and clearly, or facts that are the reason

and basis for the complaint.)

Continued on Next Page

Description of Complaint:

I chose Momentum Telecom for my telephone company for both local and long distance calling with an agreed upon plan which featured "unlimited" calling for a set price. Shortly after I started using their service they amended their charter to reflect a new billing they instituted which would charge anyone who exceeded 5,000 minutes of telephone use in a month a $50 fee. However, I was never notified of this change in billing policy until I became aware of it on my bill. When I called to complain they said they had sent out notifications on a small slip of paper as an insert to the regular billing inside the same envelope. I maintain that I never received any such notification and had gone so far as to have one of their customer service representative say that it was possible that I might not have received one. A large point here is that they chose a method of notification that was least likely to be noticed by their existing customers and did not chose to print the information regarding the new billing practice on the billing statement itself prior to implementation nor did they chose to send a separate mailer which would have easily provided proper notification.

Also, once I was told there was nothing they could do I told them I was going to change providers and they said that was fine and they were sorry they were no longer the right choice for me. What they didn't inform me was that they already had a Local PIC Freeze on my account so that I could not change providers. I was not made aware of this until roughly two weeks later when the company that I thought I was already switched over to sent me a letter stating this fact (letter will be included with this document). Unfortunately, by the time I got Momentum Telecom to release my phone line Z-Tel the company I was trying to use was no longer serving my area during that time. This resulted in my having a total of two months at this point of $50 per month additional billing from this new policy Momentum Telecom enacted. The first month as I mentioned was due to lack of proper and timely notification of a change in their billing policies and the second month was due to their deliberate deception in order to get as much money out of me as possible while I was still unaware that I was a customer of theirs.

To add insult to injury a month or so after all of this while I was still in the process of disputing the $100 total billing with them they sent me an advertisement for their service that mentioned the same plan I had been signed up for without any disclosure at all concerning the $50 hidden fee. The plan is termed an "Unlimited Plan" which by my definition would mean it was without limits concerning it's per month rate of access. This is the same as it was called when I signed up prior to their instituting the $50 fee. The advertisement was a large card probably 10"x 3" and it neither mentioned in fine print nor alluded to any other fees for using their plans. In response to my mentioning this they said they are not responsible for a full disclosure of fees until after a customer has signed up for service. This disclosure takes the form of fine print on their user guide apparently though my user guide doesn't have it since I got it prior to the fee being instituted and I can only take their word for the fact that they mention this fee anywhere on their current user guide. One notable exception to their non-disclosure is on their web site where if you look hard enough you can come across it though it again is not eluded to nor discussed when looking at their plan details. I doubt you could even get one of their phone agents responsible for signing up new customers to admit to the $50 fee if you asked them if there are any additional charges while posing at a potential customer (1-877-447-1220).

Basically, they felt like they were losing too much money with the "Unlimited Plan" they had and decided to start charging an additional fee without telling anyone or by telling them in such a way as it was exceedingly unlikely they would ever get the information or notice until they nailed him with the billing. They figured only the customers they wanted to get rid of would receive the extra fee anyway and they could recoup some of their expenses and get rid of people they weren't making as much money off of at the same time. A similar scenario would be to put a post-it note underneath a restaurant buffet table saying you would be charged an extra $50 if you ate more then two of any buffet item offered. You can probably see why I'm so disgusted with this company's tactics.

As a final note in reading someone else's complaint regarding this company online at www.ripoffreport.com I noticed that they also instituted a policy of charging the $50 if you talked longer then 2 hours continuously irregardless of how long you had talked that month up to that point. I am only hearing about this second hand so you may want to question them regarding this practice yourselves.

Formal Complaint

_____ vs. _____

Wherefore, complainant asks I want my account cleared
(Specifically state the relief desired.)

of any remaining charges. I believe it currently shows a balance of slightly over $90.00. I would also like some form of restitution for the aggravation they have caused, but that I will leave up to their corporate conscience.

Dated at Winchester, Kentucky, this 1 day
(Your City)

of December, [redacted] 2004
(Month)

Joseph Woosley
(Your Signature)

_____
(Name and address of attorney, if any)

Z-Tel Communications, Inc.
PO Box 10751
Atmore, AL 36504-5751
www.ztel.com

CW0005
JOSEPH WOOSLEY
225 OXFORD DR APT 19
WINCHESTER, KY 40391-1094

August 11, 2004

Dear Joseph:

Thank you for selecting Z-LineHOME™ as your local and long distance telephone service.

Unfortunately, your order for service has now been cancelled because your current service includes a restriction on your local service preventing us from changing your local carrier (commonly referred to as Local PIC Freeze).

We ask that you contact your current local provider and have the restriction removed. Once this is completed, please contact your agent or give us a call directly as soon as possible so that we may process your order. You can reach us toll-free at 1-877-BE-SMART.

Sincerely,

Z-Tel