

**CASE**

**NUMBER:**

99-301

HISTORY INDEX FOR CASE: 1999-301  
BELLSOUTH TELECOMMUNICATIONS, INC.  
Complaints - Service  
& GTE SOUTH, INC. OF JOSEPH L. FRANKLIN

IN THE MATTER OF JOSEPH L. FRANKLIN VS BELLSOUTH  
TELECOMMUNICATIONS AND GTE SOUTH, INC.

SEQ NBR	ENTRY DATE	REMARKS
0001	07/15/1999	Application.
0002	07/16/1999	Acknowledgement letter.
M0001	07/21/1999	JOSEPH FRANKLIN CITIZEN-REQUEST TO CONTACT BELLSOUTH TO RECONNECT PHONE
0003	09/15/1999	Order to Satisfy or Answer; info due 9/27
M0002	09/23/1999	DOROTHY CHAMBERS BELLSOUTH-MOTION FOR EXTENSION TIME
M0003	09/27/1999	LARRY CALLISON / GTE-ANSWER OF GTE SOUTH
0004	09/28/1999	Order granting motion for extension of time; info now due 10/8
M0004	10/08/1999	DOROTHY CHAMBERS BELLSOUTH-ANSWER TO COMPLAINT OF JOSEPH FRANKLIN
M0005	11/01/1999	JOE FRANKLIN CITIZEN-LETTER OF CONCERN TO PHONE COMPLAINT STILL HAPPENING
0005	01/24/2000	FINAL ORDER DISMISSING COMPLAINT
M0006	01/31/2000	JOSEPH FRANKLIN CITIZEN-REQUEST FOR FORMAL COMPLAINT TO BE REINSTATED
0006	02/17/2000	Order entered; request for reconsideration is granted to limited extent
M0007	03/07/2000	DOROTHY CHAMBERS BELLSOUTH-RESPONSE TO PSC ORDER OF FEB 17,00-AFFIDAVIT OF PAUL FISHER
M0008	03/08/2000	LARRY CALLISON GTE-AFFIDAVIT PER ORDER OF FEB 17,00

Larry D. Callison  
State Manager  
Regulatory Affairs & Tariffs



**GTE Service  
Corporation**

KY10H072  
150 Rojay Drive  
Lexington, KY 40503  
606 245-1389  
Fax: 606 245-1721

March 8, 2000

RECEIVED

MAR 08 2000

PUBLIC SERVICE  
COMMISSION

Mr. Martin J. Huelsmann  
Executive Director  
Public Service Commission  
211 Sower Boulevard  
Post Office Box 615  
Frankfort, Kentucky 40602

Re: In the Matter of: Joseph L. Franklin, Complainant v. BellSouth  
Telecommunications Inc. and GTE South Incorporated, Defendants  
- Case No. 99-301

Dear Mr. Huelsmann:

Enclosed for filing with the Kentucky Public Service Commission  
("Commission") are an original and ten copies of the Affidavit of GTE  
South Incorporated in this matter, pursuant to the Commission's  
February 17, 2000 order.

I would be most appreciative if you would bring this filing to the  
attention of the Commission, and should you have any questions about  
the enclosed material, please do not hesitate to contact me at your  
convenience. Thank you for your consideration in this matter.

Yours truly,

A handwritten signature in cursive script that reads "Larry D. Callison".

Larry D. Callison

Enclosure

c: Parties of Record

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

MAR 08 2000

PUBLIC SERVICE  
COMMISSION

In the matter of:

JOSEPH L. FRANKLIN )  
)  
COMPLAINANT )  
)  
v. )  
)  
BELLSOUTH TELECOMMUNICATIONS )  
INC. AND GTE SOUTH INCORPORATED )  
)  
DEFENDANTS )

Case No. 99-301

AFFIDAVIT

This day Larry D. Callison personally appeared before me, the undersigned Notary Public, in my jurisdiction, and being sworn, says:

1. I am an employee of GTE Service Corporation ("GTE"). My current position is State Manager – Regulatory Affairs and Tariffs and my responsibilities include the administration of all regulatory issues concerning GTE that arise in Kentucky, including customer complaints.

2. I have investigated this matter with the appropriate operator services and network personnel within GTE, and have placed test calls, or had test calls placed under my direction, to GTE's operator center to obtain listing information for the Marriott Griffin Gate. My investigation has revealed that the network trunking arrangements of 1995 are no longer in place, consequently the downtrunking problems cited in 1995 no longer exist. All test calls placed from both the 606 and 502 area codes, requesting a listing for the Marriott Griffin Gate in Lexington,

Kentucky, resulted in receiving a ten-digit announcement of the Marriott number, (606) 231-5100.

Larry D. Callison  
Larry D. Callison

Subscribed and sworn to before me this 8<sup>th</sup> day of March 2000. In testimony whereof, I have hereunto set my hand this day, month and year aforesaid.

Phyllis C. Mastels  
Notary Public

My commission expires: March 3, 2002



COMMONWEALTH OF KENTUCKY  
PUBLIC SERVICE COMMISSION  
211 SOWER BOULEVARD  
POST OFFICE BOX 615  
FRANKFORT, KY. 40602  
(502) 564-3940

CERTIFICATE OF SERVICE

RE: Case No. 1999-301  
BELLSOUTH TELECOMMUNICATIONS, INC.

I, Stephanie Bell, Secretary of the Public Service Commission, hereby certify that the enclosed attested copy of the Commission's Order in the above case was served upon the following by U.S. Mail on February 17, 2000.

See attached parties of record.

*Stephanie J. Bell*

Secretary of the Commission

SB/sa  
Enclosure

Fred Gerwing  
Regulatory Vice President  
BellSouth Telecommunications, Inc.  
601 West Chestnut Street, Room 408  
P. O. Box 32410  
Louisville, KY. 40232

Mike Reed  
State Vice President/General Manager  
GTE South, Inc.  
318 East Main Street  
Lexington, KY. 40507

Joseph L. Franklin  
8307 Damascus Circle  
Louisville, KY. 40228

Larry D. Callison  
GTE South, Inc.  
KY10HO72  
150 Rojay Drive  
Lexington, KY. 40503

Honorable Jeffrey J. Yost  
Attorney for GTE South, Inc.  
Jackson & Kelly  
175 East Main Street, Suite 500  
P.O. Box 2150  
Lexington, KY. 40595 2150

Honorable Gregory M. Romano  
Attorney for GTE South Inc.  
Hunton & Williams  
Riverfront Plaza -- East Tower  
951 East Byrd Street  
Richmond, VA. 23219

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

JOSEPH L. FRANKLIN	)	
	)	
COMPLAINANT	)	
	)	
v.	)	CASE NO. 99-301
	)	
BELLSOUTH TELECOMMUNICATIONS	)	
INC. AND GTE SOUTH INCORPORATED	)	
	)	
DEFENDANTS	)	

O R D E R

On January 24, 2000, the Commission entered an Order dismissing the complaint of Joseph L. Franklin against BellSouth Telecommunications, Inc. ("BellSouth") and GTE South Incorporated ("GTE"). Franklin had alleged problems associated with BellSouth's assignment of the telephone number 502/231-5100. The Commission found that there was no indication of trunking arrangement problems between GTE and BellSouth that would cause the difficulties asserted by Franklin.

On January 31, 2000, the Commission received a letter from Franklin requesting reconsideration of its decision. Franklin contends that a 1995 letter from GTE referred to trunking arrangement difficulties. This 1995 letter may have concerned difficulties associated with implementing ten-digit intraLATA calling. There are no current problems associated with such calling patterns, as evidenced by a lack of widespread



service problems. Trunking arrangement errors would affect many more customers than the complainant.

However, to ensure that no current trunking problems exist, BellSouth and GTE should check their respective networks and verify through an affidavit that no errors regarding calls associated with 231-5100 are occurring.

Accordingly, IT IS THEREFORE ORDERED that:

1. The request for reconsideration is granted to the limited extent that BellSouth and GTE check their respective networks and, within 20 days of the date of this Order, verify by affidavit that no routing problems exist between 502/231-5100 and 606/231-5100.

2. Upon receipt of the verification ordered herein, this complaint shall be dismissed without further Order.

Done at Frankfort, Kentucky, this 17th day of February, 2000.

By the Commission

ATTEST:

  
Executive Director

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

JOSEPH L. FRANKLIN )

COMPLAINANT )

v. )

BELLSOUTH TELECOMMUNICATIONS )  
INC. and GTE SOUTH INCORPORATED )

DEFENDANTS )

CASE NO. 99-301

O R D E R

Joseph L. Franklin has filed a formal complaint against BellSouth Telecommunications, Inc. ("BellSouth") and GTE South Incorporated ("GTE") alleging problems associated with BellSouth's assignment to him of the phone number 502-231-5100. According to Franklin, the difficulties have arisen when persons attempting to reach him reach 606-231-5100, which has been assigned by GTE to a major hotel in Lexington. Franklin asserts that the problem is due to trunking arrangement errors and to the failure of directory assistance operators to provide area codes along with the seven digit numbers. He alleges that as many as 1000 calls per year have been received by him since BellSouth assigned him the number in 1993. Franklin does indicate in his complaint that BellSouth has offered on numerous occasions to change his phone number. However, this is not the relief he seeks.

In its response, BellSouth asserts that Franklin has failed to state a cause of action. Moreover, BellSouth asserts that ten digit dialing information has been given

to all callers of directory assistance since March 1999 and that any Louisville customer who called 411 and asked for a Lexington telephone number has been provided a ten digit number since 1997.

BellSouth contends that since two months after the telephone number was assigned to him in 1993, it has offered Franklin the only remedy available through its tariffs - a different telephone number. Franklin has refused the offer. As BellSouth asserts, according to its tariff, telephone numbers are the property of BellSouth and are assigned to the service furnished to the subscriber. The subscriber has no property right to the telephone number. See General Subscriber Services Tariff A2. 3. 12.

GTE argues that Franklin is not its customer and that GTE's directory assistance always provides ten digit numbers.

The Commission, having considered the complaint and the answers thereto and having been otherwise sufficiently advised, finds that the complaint should be dismissed. It is not possible for each customer in Kentucky to have a unique seven-digit number. The seven-digit numbers are unique only to specific area codes. There is no indication that BellSouth or GTE have acted improperly in the assignment of numbers. Moreover, as indicated in Franklin's complaint and in BellSouth's answer, BellSouth has offered to change Franklin's number on numerous occasions. Directory assistance service, whether offered by GTE or BellSouth, supplies ten digit numbers that are unique to each customer.

The complainant also has indicated that a local college was given his telephone number rather than that of the major hotel in Lexington on a Web site regarding

conference information. This undoubtedly led to many of the erroneous calls to his residence. However, these calls were not caused by either of the telephone companies. Furthermore, there is no indication of trunking arrangement difficulties between the two carriers that would cause the difficulties asserted by Franklin.

Accordingly, IT IS THEREFORE ORDERED that the complaint is dismissed. The difficulties alleged by Franklin may be corrected by the assignment of a new telephone number if he chooses.

Done at Frankfort, Kentucky, this 24th day of January, 2000.

By the Commission

ATTEST:

  
Executive Director

Mr. Joseph Franklin  
8307 Damascus Circle  
Louisville, Kentucky 40228

RECEIVED

JAN 31 2000

PUBLIC SERVICE  
COMMISSION

January 27, 2000

Ms. Stephanie Bell  
Secretary of the Public Service Commission  
P. O. Box 615  
Frankfort, Kentucky 40602

Re: Case Number 1999-301

Dear Ms. Bell:

I received an order in the above referenced case dismissing the complaint.

I am hereby requesting that my Formal Complaint filed July 15, 1999 be reinstated.

As a life long resident of the State of Kentucky, I feel the Commission acted unfairly on my complaint. Had the Commission been able to evaluate all of the evidence I believe the Commission would have reached a different conclusion.

My request for reinstatement is based on the following reasons.

The calls continue to come in. Recently a gentleman from Pleasure Ridge Park in Jefferson County called me three times in less than two minutes. His calls forwarded from my home to my office. Even though I was busy at work, during the third call I took some time to get some information from the caller. The caller told me that he had obtained the number for the Marriott from the AAA. (American Automobile Club). He said when he dialed the number a recorded message told him not to dial a "1" or the area code. I must assume that the recorded message came from either Bellsouth or GTE. After all these years of dealing with this problem, I am qualified to state that whoever has this number, whether someone living in the projects or Governor Patton in his private office the phone is subject to ring any time of the day or night, seven days a week, fifty-two weeks a year.

Since filing the complaint, neither of the defendants nor their attorneys have contacted me about taking care of this problem. I have always been willing to talk with either of the defendants about bringing this annoying problem to a close.

The defendants position that all they are required to do is offer a number change was invalidated in a letter dated July 14, 1995 from Robert Freibert of GTE. A copy of this letter was attached to my Formal Complaint. Mr. Freibert and I talked by phone prior to his preparation of the letter. After our phone conversation, He was able to identify the

cause of the problem and the way to correct the problem. It was my impression after talking with Mr. Freibert and Meg Hiatt of GTE that the problem was going to be fixed by GTE and Bellsouth. The third paragraph of Mr. Freibert's letter states "Because it will take coordination between Bell and GTE to resolve this matter, I must be honest with you and advise that a fix will probably not occur next week, but I will continue to bear pressure to speed the fix." Also attached to my Complaint was a copy of a memo from Mr. Freibert to C. A. Elkins dated July 14, 1995. This memo contains technical information identifying the problem and the cause. The last sentence asks "Can you facilitate a request from GTE to Bell to split this trunking arrangement?"

Not only do these letters indicate that the companies have identified the problem and are going to fix it given sufficient time, I believe I have given these companies ample time to "speed the fix".

The problem is clearly known by all parties to the Complaint. The problem has been identified by the parties. The way to fix the problem was known to Mr. Freibert and should have been communicated to Bellsouth. The Freibert letter states the problem will be fixed given sufficient time. Sufficient time has passed.

Since the material facts are known and acknowledged by the parties in correspondence, I would ask the Commission to reinstate the Formal Complaint and immediately issue an order granting the relief requested in the Complaint. The July 14, 1995 letter makes the Commission aware that the Defendants have agreed to "speed the fix" and have had sufficient time to do so. The agreement to fix the problem renders the Defendant's position of only having to offer a number change irrelevant.

Common sense would dictate that the Complainant is entitled to the relief he requests as soon as possible.

To avoid similar problems in the future, I strongly recommend the Commission establish a policy in which the phone companies be responsible for the costs incurred by their customers when annoying phone numbers must be changed.

Respectfully yours,



Joseph Franklin

p.s. While preparing this letter this morning I received a phone call at my office. A lady seemed puzzled that I answered the phone with the name of my business. She commented "Who is this?" I then said may I help you. She then hung up. After finishing this letter I looked at my Caller ID. The Caller ID showed the following information. First Line: COURTYARD LOUIS. Second Line: 502-3863978. Third Line: 1/27 11:22. I called the number and the same lady answered. She told me her name was Cary Middleton. She also informed me the phone number is her cell phone number. The cell phone number belongs

to the Marriott Inn-Courtyard Louisville. She said she was dialing the Marriott Inn Griffin Gate in Lexington about a meeting she had to attend this date. It certainly is ironic that an employee of the Marriott Inn in Louisville would have her call to the Marriott Inn in Lexington route to my home. I have always believed there exists a trunking or call routing problem between Bellsouth and GTE that is behind all of the thousands of calls that have routed into my home. During my phone conversation with Ms. Middleton, I informed her that I was preparing a letter to the PSC to address the very same problem that she had experienced and I told her that someone from the PSC may call to confirm the story.



COMMONWEALTH OF KENTUCKY  
**PUBLIC SERVICE COMMISSION**

730 SCHENKEL LANE  
POST OFFICE BOX 615  
FRANKFORT, KY. 40602  
(502) 564-3940

CERTIFICATE OF SERVICE

RE: Case No. 1999-301  
BELLSOUTH TELECOMMUNICATIONS, INC.

I, Stephanie Bell, Secretary of the Public Service Commission, hereby certify that the enclosed attested copy of the Commission's Order in the above case was served upon the following by U.S. Mail on January 24, 2000.

See attached parties of record.

*Stephanie J. Bell*

Secretary of the Commission

SB/sa  
Enclosure



Fred Gerwing  
Regulatory Vice President  
BellSouth Telecommunications, Inc.  
601 West Chestnut Street, Room 408  
P. O. Box 32410  
Louisville, KY. 40232

Mike Reed  
State Vice President/General Manager  
GTE South, Inc.  
318 East Main Street  
Lexington, KY. 40507

Joseph L. Franklin  
8307 Damascus Circle  
Louisville, KY. 40228

Larry D. Callison  
GTE South, Inc.  
KY10H072  
150 Rojay Drive  
Lexington, KY. 40503

Honorable Jeffrey J. Yost  
Attorney for GTE South, Inc.  
Jackson & Kelly  
175 East Main Street, Suite 500  
P.O. Box 2150  
Lexington, KY. 40595 2150

Honorable Gregory M. Romano  
Attorney for GTE South Inc.  
Hunton & Williams  
Riverfront Plaza -- East Tower  
951 East Byrd Street  
Richmond, VA. 23219

Mr. Joseph Franklin  
8307 Damascus Circle  
Louisville, Kentucky 40228

October 30, 1999

Public Service Commission  
Commonwealth of Kentucky  
730 Schenkel Lane  
P. O. Box 615  
Frankfort, Kentucky 40602

Re: Case No. 99-301

Dear Sirs:

Calls continue to the 502-231-5100 number by persons trying to reach the Marriott Inn in Lexington at the current rate of 1000 per year. A recent series of calls was the result of the number being posted on the web site of Georgetown College. A copy of the print out of the web site page is attached.

The problem with this number as discussed in my formal complaint has apparently been ignored for several years by the defendants. Attached to my original complaint was a letter dated July 14, 1995 from GTE discussing the physical trunking arrangement that was the cause of the problem as determined by GTE at that time.

I would request the Public Service Commission order the defendants to produce copies of any and all records pertaining to the trunking arrangement problem discussed in the July 14, 1995 letter. And to provide the PSC and the complainant a summary of what was done to correct the confirmed cause of the problem.

It is obvious that whatever was done was not sufficient to terminate the volume of calls. Not only are the calls a nuisance they also represent a loss of business to the hotel.

I am anxious to bring this long running annoying problem to an end. I have not been contacted by the defendants since filing the complaint but remain willing to discuss possible solutions.

Respectfully yours,



Joe Franklin

c.c. Fred Gerwing  
c.c. Mike Reed

RECEIVED  
NOV - 1 1999  
PUBLIC SERVICE  
COMMISSION

# Technology and Independent Colleges: Trends, Challenges and Opportunities

OCTOBER 17 / 18 GEORGETOWN COLLEGE LEADERSHIP CENTER

## Accommodations:

Griffin Gate Marriott Resort & Golf Club  
1800 Newtown Pike  
Phone: (502)231-5100

### Georgetown accommodation are as follows:

Shoney Inn  
(I-75 Exit 126)  
200 Shoney Dr. (502)-868-9800

Microtel Inn  
(I-75 Exit 126)  
111 Darby Dr. (502)-868-8000

Comfort Suites  
(I-75 Exit 126)  
220 Champion Way (502)-868-9500

Holiday Inn Express  
(I-75 Exit 126)  
250 Outlet Center Dr. (502)-867-1648

[Return to Home Page](#)

BellSouth Telecommunications, Inc.  
P.O. Box 32410  
Louisville, Kentucky 40232

502 582-1475  
Fax 502 582-1573  
Internet  
Dorothy.J.Chambers@bridge.bellsouth.com

Dorothy J. Chambers  
General Attorney

or

BellSouth Telecommunications, Inc.  
601 West Chestnut Street, Room 407  
Louisville, Kentucky 40203

October 7, 1999

Helen C. Helton, Executive Director  
Kentucky Public Service Commission  
730 Schenkel Lane  
P. O. Box 615  
Frankfort, KY 40602

RECEIVED  
OCT 08 1999  
PUBLIC SERVICE  
COMMISSION

RE: Case No. 99-301 -- Complaint of Joseph L. Franklin

Dear Helen:

Enclosed for filing in the above-captioned case are an original and ten (10) copies of the Answer of BellSouth Telecommunications, Inc. Please return a file-stamped copy to me in the enclosed envelope.

Very truly yours,



Dorothy J. Chambers

Enclosures

cc: Parties of Record

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED  
OCT 08 1999  
PUBLIC SERVICE  
COMMISSION

In the Matter of:

JOSEPH L. FRANKLIN )

Plaintiff )

v. )

CASE NO. 99-301

BELLSOUTH TELECOMMUNICATIONS, )  
INC. and GTE SOUTH INCORPORATED )

Defendants )

\*\*\*\*\*

ANSWER OF BELLSOUTH TELECOMMUNICATIONS, INC.

BellSouth Telecommunications, Inc. (herein, "BellSouth"), for its answer states as follows:

FIRST DEFENSE

The allegations of the complaint are often vague and argumentative, making them difficult to provide a response, and often fail to state a claim or basis for any cause of action.

SECOND DEFENSE

This defendant has numbered the paragraphs of the complaint of Mr. Franklin and attached it hereto. The responses below correspond by number to the numbers added to Mr. Franklin's complaint.

1. BellSouth admits that this complaint appears to deal with alleged problems associated with telephone number 231-5100. However, some of the correspondence and information attached to the complaint appears to refer to other matters, as well.

2. BellSouth admits that the telephone number 231-5100 is provided by BellSouth in the 502 Area Code, and the same telephone number in the 606 Area Code is provided by GTE.

3. BellSouth does not have access to GTE records, but on information and belief, BellSouth believes that the allegations in paragraph 3 are correct.

4. The telephone number (502) 231-5100 was assigned to A. C. Franklin for a residence telephone account in 1993. BellSouth has not been able to verify the records for the assignment of this telephone number prior to 1993.

5. With regard to the allegations of paragraph 5 of the complaint, BellSouth states that ten-digit dialing information is given and has been given since March 1999 to all callers of directory assistance (411). Since 1997, a Louisville customer who dialed 411 and asked for a Lexington telephone number such as the Marriott Griffin Gate Hotel was provided the ten-digit telephone number which includes the applicable area code. Because BellSouth's directory assistance now provides the complete listing, including area code, any misdialed calls to the complainant are not the result of incomplete information from BellSouth. The alleged problem complained of by the plaintiff no longer exists. BellSouth is without knowledge or information sufficient to admit or deny the remainder of the allegations of paragraph 5 of the complaint and, therefore, denies the same.

6. To the extent the plaintiff is attempting to represent other persons, BellSouth denies that plaintiff can or is authorized to represent other persons.

7. BellSouth is without knowledge or information sufficient to admit or deny the allegations of paragraph 7 of the complaint and, therefore, denies the same.

8. BellSouth is without knowledge or information sufficient to admit or deny the allegations of paragraph 8 of the complaint. BellSouth, further, affirmatively states that BellSouth has the right and obligation to assign telephone numbers and that the subscriber has no right to a particular telephone number or to compensation for costs allegedly incurred from the change of a telephone number. See General Subscriber Services Tariffs A2.3.12 and A2.5.1 and A2.5.9, which tariffs are pled as affirmative defense.

9. The allegations of paragraph 9 of the complaint are vague and appear to concern a variety of matters. BellSouth admits that the plaintiff has had various conversations and communications with BellSouth. BellSouth representatives repeatedly offered to change this customer's number at no charge, including an offer in April of 1993, a written confirmation of Mr. Franklin's refusal to change the number by letter dated May 24, 1993, copy attached, and verbal offers in August of 1996 and April of 1997, pursuant to General Subscriber Services Tariff A2.3.12, assignment of the telephone number is the responsibility of the telephone company. Line change charges apply when a customer's telephone number is changed at the customer's request. See General Subscriber Services Tariff A4.3.B and A4.2.3.D. As noted, on multiple occasions BellSouth had offered to change this customer's telephone number at no charge, beginning with an offer approximately two months after the telephone number

initially was assigned to the plaintiff. The remainder of the allegations of paragraph 9 of the complaint are denied.

10. BellSouth is without knowledge or information sufficient to admit or deny the allegations of paragraph 10 and, therefore, denies the same.

BellSouth affirmatively pleads that if, as the plaintiff alleged, he realized shortly after this number was assigned to him in early 1993 that there was a problem with this number, the plaintiff should have agreed to a change of the telephone number assigned to his residence. The plaintiff's failure to agree to such a change constitutes a failure to mitigate his damages, if any.

11. BellSouth is without knowledge or information sufficient to admit or deny the allegations of paragraph 11 of the complaint and, therefore, denies the same. BellSouth's records on this account do not date back far enough to determine the date on which Caller ID was first installed.

12. BellSouth is without knowledge or information sufficient to admit or deny the allegations of paragraph 12 of the complaint and, therefore, denies the same.

13. BellSouth denies knowing that the 231-5100 telephone number was known to be a nuisance number, as alleged by the plaintiff, prior to the number being installed in plaintiff's home. BellSouth admits that it has denied in writing that it knew number 231-5100 was an annoying number. BellSouth is without knowledge or information sufficient to admit or deny the remainder of the allegations of paragraph 13 of the complaint. BellSouth records do not extend back far enough to determine to whom this number was assigned prior to the plaintiff or the circumstances surrounding its reassignment.



14. BellSouth is without knowledge or information sufficient to admit or deny the allegations of the first two sentences of paragraph 14. BellSouth admits that the plaintiff sent a letter to BellSouth dated May 16, 1993. The letter in question speaks for itself.

15. BellSouth admits that it offered to change the telephone number for the plaintiff, but plaintiff refused to have his number changed. BellSouth is without knowledge or information sufficient to admit or deny the remainder of the allegations of paragraph 15.

16. The allegations of paragraph 16 are vague and argumentative and may not require a response. To the extent the allegations require a response, BellSouth admits that plaintiff has been in communication with BellSouth regarding his dissatisfaction with unwanted telephone calls, but has refused to change his telephone number. The remainder of the allegations of paragraph 16 are denied.

17. BellSouth is without knowledge or information sufficient to admit or deny the allegations of paragraph 17 of the complaint.

18. As noted above, BellSouth admits that it offered to change plaintiff's telephone number. BellSouth did not agree to pay plaintiff for his alleged costs for changing the number. BellSouth is without knowledge or information sufficient to admit or deny the remainder of the allegations of paragraph 18 of the complaint.

19. BellSouth is without knowledge or information sufficient to admit or deny the allegations of paragraph 19 of the complaint.

20. BellSouth is without knowledge or information sufficient to admit or deny the allegations of paragraph 20 of the complaint.

21. BellSouth denies that William Dearing, Manager - Security, interfered in resolving the problems alleged by Mr. Franklin. Mr. Dearing had tests performed and had test calls made to operators and/or directory assistance to ensure that the proper number, complete with area code, for the Marriott Inn and the plaintiff were being provided by the operators. Mr. Dearing offered resolutions for the alleged problems to Mr. Franklin at no charge, but these resolutions were refused by Mr. Franklin.

22. BellSouth admits that Mr. Dearing went to Mr. Franklin's business approximately the same date in 1990 as alleged. Mr. Dearing drove to the plaintiff's business and went into the business location to discuss plaintiff's alleged problems with nuisance calls. This meeting and plaintiff's complaints in 1990 were prior to the assignment of the 502-231-5100 to this customer's location.

23. BellSouth denies that Mr. Dearing had any involvement in the assigning of 502-231-5100 to A. C. Franklin, Joseph Franklin, or anyone else. BellSouth denies that BellSouth or Mr. Dearing had any involvement in stopping or interfering in any arrangement plaintiff made with the Marriott Inn.

24. BellSouth does not have documents requested by plaintiff if, in fact, they have existed, since such documents would no longer be retained in the ordinary course of business from this period of time. BellSouth is without knowledge or information sufficient to admit or deny the remainder of the allegations of paragraph 24 of the complaint.

25. BellSouth denies that any problem presently exists with Directory Assistance, since Directory Assistance provides a ten-digit number. BellSouth also denies that a thorough investigation is necessary inasmuch as a review of the facts of

record demonstrate that BellSouth has appropriately handled and responded to the problems alleged by the plaintiff. BellSouth states as an affirmative defense that the plaintiff's refusal to cooperate in any resolution is the cause of the problem.

26. BellSouth admits that it has continued to be willing to and offered to change plaintiff's telephone number at no charge. BellSouth is without knowledge or information sufficient to admit or deny the remainder of the allegations of paragraph 26 of the complaint.

27. BellSouth is without knowledge or information sufficient to admit or deny the allegations of paragraph 27 of the complaint.

28. BellSouth admits that it repeatedly offered to change plaintiff's telephone number. BellSouth also admits that it has refused to pay the plaintiff for the costs plaintiff alleges he would incur if his telephone number were changed.

29. BellSouth is without knowledge or information sufficient to admit or deny whether plaintiff notified BellSouth as alleged in this complaint. BellSouth's customer service records on this customer date back to May 19, 1999. BellSouth is aware that plaintiff has requested a credit for his cellular charge and allegedly for providing directory assistance to callers who reach him in error.

30. BellSouth is without knowledge or information sufficient to admit or deny the allegations of paragraph 30 of the complaint. BellSouth admits that it would not have agreed to reimburse plaintiff's cell phone bill, nor would it have agreed to provide a credit for plaintiff "providing directory assistance services."

31. BellSouth is without knowledge or information sufficient to admit or deny the allegations of paragraph 31 of the complaint because, as noted, BellSouth records on this customer account date back only to May 19, 1999.

32. BellSouth is without knowledge or information sufficient to admit or deny the allegations of paragraph 32 of the complaint because, as noted, BellSouth records on this customer account date back only to May 19, 1999.

33. BellSouth is without knowledge or information sufficient to admit or deny the allegations of paragraph 33 of the complaint.

34. BellSouth admits a letter dated May 27, 1999, was sent to the Public Service Commission by the plaintiff. That letter speaks for itself. BellSouth denies the remainder of the allegations of paragraph 34.

35. BellSouth admits that Joan Duncan, Manager - Regulatory, at BellSouth spoke by telephone in June of 1999 with plaintiff and advised plaintiff that she had not seen and was unable to locate the alleged letters of April 6 and May 28. Ms. Duncan requested the plaintiff to send her copies of the April 6 and May 28 letters, but plaintiff refused to provide them, stating he already had provided the letters to some other BellSouth office.

36. BellSouth acknowledges that Ms. Duncan attempted to assist the plaintiff and offered to try to find the source of his problem if that was possible. BellSouth is without knowledge or information sufficient to admit or deny the remainder of the allegations of paragraph 36 of the complaint.

37. BellSouth admits that the plaintiff may have suggested a "trap" be placed on his line, but BellSouth did not place a trap on this line for this type of alleged problem.

38. BellSouth admits that the plaintiff alleged someone had offered him a one-time credit. BellSouth also admits that it refused to set up a permanent billing arrangement to give the plaintiff a credit for cellular phone calls and plaintiff's "provision of directory assistance." BellSouth is without knowledge or information sufficient to verify that such an offer had been made, or the remainder of these allegations of the complaint and, therefore, denies them. Furthermore, BellSouth states that if such an offer had been made to the plaintiff, the plaintiff's rejection of that offer served to withdraw the offer.

39. With regard to the allegations of paragraph 39 of the complaint, BellSouth states that it advised plaintiff there was nothing further BellSouth could do about the problems alleged by the plaintiff since the plaintiff refused to have his telephone number changed. In the period from February through July of 1999, the plaintiff made three payments in the amount of \$40 each. During this period, the plaintiff's balance was either close to or in excess of \$200. The bill was not paid in full until approximately July 20, 1999, after service had been disconnected.

40. BellSouth is without knowledge or information sufficient to admit or deny the allegations of paragraph 40 of the complaint.

41. BellSouth admits that Joan Duncan attempted on two occasions to contact the telephone number for Ms. McCabe, apparently a customer in GTE's service

territory. BellSouth is without knowledge or information sufficient to admit or deny the remainder of the allegations of paragraph 41 of the complaint.

42. BellSouth is without knowledge or information sufficient to admit or deny the allegations of paragraph 42 of the complaint.

43. BellSouth admits that the plaintiff's telephone service was interrupted by BellSouth on July 1, 1999, as a result of a failure to pay a balance owed of \$242.79. A denial notice, dated June 22, 1999, had been sent by the business office advising the plaintiff that his service would be interrupted if payment of \$242.79 was not received by June 29, 1999. BellSouth denies that Ms. Duncan placed notations in the file indicating "that the Public Service Commission had given BellSouth the permission to cut off the phone." The applicable notes from Ms. Duncan are as follows: Joan Duncan contacted Mr. Franklin on July 15, 1999, and again advised payment was due. Per regulatory, there is no basis for a dispute, advised no BST credit will be made on the account, and discussed treatment notice. BellSouth is without knowledge or information sufficient to admit or deny the remainder of the allegations of paragraph 43 of the complaint and, therefore, denies the same.

44. BellSouth admits that plaintiff called on or about July 15, 1999, to speak with Ms. Joan Duncan and that Ms. Duncan offered to make payment arrangements for the customer, but Ms. Duncan refused to reconnect the customer's service since the only dispute with the outstanding charges was the plaintiff's claim that he was an unpaid directory assistance operator and was entitled to offset his established fee of \$2 for every wrong number call he received which should have been placed to the Marriott.

45. With regard to the allegations of paragraph 45, BellSouth affirmatively states that it replied by electronic mail on June 7, 1999, to the Public Service Commission regarding Mr. Franklin's complaint of May 28, 1999. BellSouth is without knowledge or information sufficient to admit or deny the remainder of the allegations of paragraph 45 of the complaint.

46. BellSouth admits that the plaintiff may have called other BellSouth employees on or about July 2, 1999, and that BellSouth had not located the letters allegedly dated April 6, 1999, or May 28, 1999. BellSouth is without knowledge or information sufficient to admit or deny the remainder of the allegations of paragraph 46 of the complaint.

47. BellSouth admits that it did not agree to reconnect the plaintiff's service until payment arrangements were made, nor did it agree to change the standard message which states: "The number has been temporarily disconnected." BellSouth is without knowledge or information sufficient to admit or deny the allegations of paragraph 47 of the complaint.

48. BellSouth admits that it did not agree to reconnect the plaintiff's service until payment arrangements were made, and it did not agree to change the standard message. BellSouth is without knowledge or information sufficient to admit or deny the remainder of the allegations of paragraph 48 of the complaint.

49. BellSouth admits that as of July 10, 1999, the plaintiff did not have telecommunications services from BellSouth. As of July 20, 1999, telephone service had been restored to the plaintiff.

50. All allegations not specifically admitted are denied.

WHEREFORE, for the foregoing reasons, BellSouth respectfully requests that the complaint be dismissed.

Respectfully submitted,



DOROTHY J. CHAMBERS  
601 West Chestnut Street, Room 407  
P. O. Box 32410  
Louisville, KY 40232  
Telephone No.: (502) 582-1476

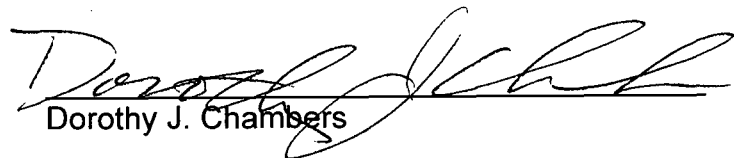
A. LANGLEY KITCHINGS  
Suite 4300 BellSouth Center  
675 West Peachtree Street, N. E.  
Atlanta, GA 30375  
Telephone No.: (404) 335-0765

COUNSEL FOR BELL SOUTH  
TELECOMMUNICATIONS, INC.

179497

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served on the individuals on the attached Service List by mailing a copy thereof on this 7<sup>th</sup> day of October, 1999.



Dorothy J. Chambers



SERVICE LIST -- PSC 99-301

Mike Reed  
State Vice President/General Manager  
GTE South, Inc.  
318 East Main Street  
Lexington, KY 40507

Joseph L. Franklin  
8307 Damascus Circle  
Louisville, KY 40228

Larry D. Callison  
GTE South, Inc.  
150 Rojay Drive  
Lexington, KY 40503

ISSUED: October 30, 1986  
BY: S. S. Dickson, Vice President  
Louisville, Kentucky

EFFECTIVE: November 30, 1986

## A2. GENERAL REGULATIONS

### A2.3 Establishment And Furnishing Of Service (Cont'd)

#### A2.3.9 Floor Space, Electric Power And Operating At The Subscriber's Premises (Cont'd)

- B. All operating required for the use of communications facilities provided by the Company at the subscriber's premises will be performed at the expense of the subscriber, and must conform with the operating practices and procedures of the Company to maintain a proper standard of service.

#### A2.3.10 Provision And Ownership Of Equipment And Facilities

- A. Equipment and facilities furnished by the Company on the premises of a subscriber or authorized user of the Company are the property of the Company and are provided upon the condition that such equipment and facilities, except as expressly provided in this Tariff, must be installed, relocated and maintained by the Company and that the Company's employees and agents may enter said premises at any reasonable hour to make collections from coin boxes, to install, inspect or repair any part of the Company's equipment and facilities on the subscriber's premises, or upon termination or cancellation of the service, to remove such equipment and facilities.
- B. Subscribers may not disconnect or remove or permit others to disconnect or remove any apparatus installed by the Company, except upon consent of the Company.
- C. Equipment and facilities furnished by the Company shall, upon termination of service from any cause whatsoever, be returned to it in good condition, reasonable wear and tear thereof expected.

#### A2.3.11 Provision And Ownership Of Directories

Telephone directories distributed from time to time by the Company remain the property of the Company and shall be surrendered upon request. Telephone directories should not be mutilated or misused in any manner which impedes reference to essential service information or otherwise interferes with service.

#### A2.3.12 Provision And Ownership Of Telephone Numbers

Telephone numbers are the property of the Company and are assigned to the service furnished the subscriber. The subscriber has no property right to the telephone number or any other call number designation associated with services furnished by the Company, and no right to the continuance of service through any particular central office. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the subscriber, whenever the Company deems it necessary to do so in the conduct of its business.

#### A2.3.13 Maintenance And Repairs

- A. All ordinary expense of maintenance and repairs, unless otherwise specified in this Tariff, is borne by the Company.
- B. In case of damage, loss, theft, or destruction of any of the Company's property due to the negligence or willful act of the subscriber or other persons authorized to use the service, and not due to ordinary wear and tear or causes beyond the control of the subscriber, the subscriber shall be required to pay the expense incurred by the Company in connection with the replacement of the property damaged, lost, stolen, or destroyed, or the expense incurred in restoring it to its original condition.

#### A2.3.14 Company Facilities At Hazardous Or Inaccessible Locations

- A. Where service is to be established at a location that would involve undue hazards, or where accessibility is impracticable, to employees of the Company, the subscriber may be required to install and maintain all facilities.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

NOV 30 1986

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

BY: *J. D. Dargatzis*

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
KENTUCKY

ISSUED: October 29, 1997  
BY: E.C. Roberts, Jr., President - KY  
Louisville, Kentucky

PUBLIC SERVICE COMMISSION  
GENERAL SUBSCRIBER SERVICES TARIFF  
OF KENTUCKY  
EFFECTIVE

PSC KY. TARIFF 2A  
First Revised Page 23  
Cancels Original Page 23  
EFFECTIVE: November 28, 1997

NOV 28 1997

**A2. GENERAL REGULATIONS**

SECTION 9 (1)

BY: Stephan D. Bell  
SECRETARY OF THE COMMISSION

**A2.5 Liability Of The Company**

**A2.5.1 Service Irregularities**

The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by a customer or by others, for damages associated with the installation, provision, preemption, termination, maintenance, repair, or restoration of service the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability shall be in addition to any amounts that may otherwise be due the customer under this Tariff as an allowance for interruptions.

(M)

(M)

**A2.5.2 Use Of Facilities Of Other Connecting Carriers**

When suitable arrangements can be made, facilities of other connecting carriers may be used in conjunction with this Company's facilities in establishing connections to points not reached by this Company's facilities. Neither this Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

(M)

(M)

**A2.5.3 Indemnifying Agreements**

The Company shall be indemnified and saved harmless by the subscriber of subscribers against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof; against claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Company, apparatus and systems of the subscriber; and against all other claims arising out of any act or omission of the subscriber in connection with the facilities provided by the Company.

**A2.5.4 Defacement Of Premises**

The Company is not liable for any defacement of or damage to the premises of a subscriber resulting from the furnishing of service or the attachment of the instruments, apparatus and associated wiring furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of employees of the Company.

**A2.5.5 Period For The Presentation Of Claims**

The Company shall not be liable for damages or statutory penalties in any case where a claim is not presented in writing within sixty days after the alleged delinquency occurs.

**A2.5.6 Equipment In Explosive Atmosphere**

- A. The Company does not guarantee nor make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The subscriber shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the subscriber or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the subscriber or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of said equipment so provided.
- B. The Company may require each subscriber to sign an agreement for the furnishing of such equipment as a condition precedent to the furnishing of such equipment.
- C. The subscriber shall furnish, install and maintain sealed conduit with explosion-proof fittings between this equipment and points outside the hazardous area where connection may be made with regular facilities of the Company. The subscriber may be required to install and maintain this equipment within the hazardous area, if in the opinion of the Company, injury or damage to Company employees or property might result from installation or maintenance by the Company.

**A2.5.7 Performance Of The Telecommunications Network**

Satisfactory performance of the telecommunications network requires continuing functional compatibility of the network control signals and the switching equipment involved. To assure such continuing compatibility, network control signaling in the furnishing of exchange telecommunications service shall be performed by equipment furnished, installed and maintained either by the Company or by the customer.

**A2.5.8 Use Of Customer-Provided Equipment**

The services furnished by the Company, in addition to the preceding limitations also are subject to the following limitation:

- A. The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company

## A2. GENERAL REGULATIONS

### A2.5 Liability Of The Company (Cont'd)

#### A2.5.8 Use Of Customer-Provided Equipment (Cont'd)

##### A. (Cont'd)

1. caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or
2. not prevented by customer-provided equipment but which would have been prevented had Company-provided equipment been used.

#### A2.5.9 Directory Errors And Omissions

The Company's liability for damages arising from errors in or omissions of listings in its directories or directory assistance records for which no additional charge is made shall be limited to the amount of actual impairment of the subscriber's service and in no event shall exceed one-half the amount of the charge to the subscriber for Local Exchange Service during the period covered by the directory or during the period that the directory assistance records remain in error after notice to the Company by the subscriber, or \$500.00, whichever is less.

For listings furnished at additional charge, the Company's liability shall not exceed the amount of such additional charge during the period covered by the directory or during the period that the directory assistance records remain in error after notice to the Company by the subscriber.

The Company may discharge its liability for errors or omissions by abatement or refund, or by a combination of abatement and refund.

#### A2.5.10 Reserved For Future Use

(N)

#### A2.5.11 Application Testing

(N)

The Company makes no warranties with respect to the performance of certain services for any and all possible customer applications which may utilize these services. The Company will provide a limited amount of such service(s) subject to the conditions specified in A. and B. following. Such service is to be utilized without charge in an initial application test with a customer for no longer than sixty days from the date of installation. The Company shall determine the specific services which may be used in application testing; such services will be made available to all customers for use in an initial application test subject to the conditions set forth in this Application Testing tariff. The purpose of an application test is to determine the appropriateness of that specific service(s) for that specific application prior to the customer placing a firm order for such service(s).

(N)

- A. Services to be provided in an application test are subject to the availability of facilities and equipment as determined by the Company. The criteria set forth in this Application Testing tariff will also apply for certain untariffed services offered in Special Service Arrangement agreements. In an application test only the minimum quantity of a service sufficient to ensure a satisfactory test of that service for the customer's application will be provided. (N)
- B. Services that are utilized in an application test with a customer may be provided without charge for an application test period of up to sixty days. Such service is provided for the specific purpose of conducting an application test with a customer and is not intended to be utilized as a substitute for temporary service. (N)
  1. Upon completion of the application test where the customer determines that the performance of the services utilized are unacceptable for the application, the application test service will be removed without charge to the customer. Such service shall be disconnected by the Company no later than the first day following the sixtieth day of the application test. (N)
  2. Upon completion of the application test where the customer determines that the performance of the services utilized are acceptable for the application and no changes to the test service configuration are required, the customer will be billed the appropriate nonrecurring charges for the test service and monthly billing will begin at that time. (N)

Note 1: Any additional service requested to be installed upon completion of the application shall be subject to standard tariff nonrecurring charges and rates as set forth in each service tariff. (N)

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

SEP 28 1995

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Jordan C. Neal  
FOR THE PUBLIC SERVICE COMMISSION

ISSUED: November 14, 1997  
BY: E.C. Roberts, Jr., President - KY  
Louisville, Kentucky

## A4. SERVICE CHARGES

### A4.2 Application of Charges (Cont'd)

#### A4.2.6 Service Charge Exceptions (Cont'd)

- A. Service Charges do not apply for: (Cont'd)
- 10. Requests for full or partial disconnection.
  - 11. Upgrades from *BellSouth*<sup>®</sup> Back-Up<sup>®</sup> Line service to business individual line service or ISDN service.
  - 12. The connection, move or change of telephone service previously provided over a Government System where there is no break in the continuity of service.
- B. When a customer's request is provided:
- 1. In accordance with a promotional waiver, additional service subject to an equal or lesser Service Charge may be made a part of the promotional order. Charges for Line Connection, Line Change, or Premises Work will apply, if applicable, for additional service.
  - 2. In accordance with the Service Charge waivers listed in A4.2.6.A.2. through 6. preceding, additional features or services subject to the Secondary Service Charge may be made a part of the waiver order.

#### A4.2.7 Installment Billing

- A. Service may be established in advance of payment of service charges. Service Charges may be paid in up to twelve monthly installments meeting or exceeding the minimum monthly payment shown below. If Installment Billing is requested on additional Service Charges incurred while a balance is due, the additional charges will be established as a Separate Installment Billing arrangement.
- 1. Per month, minimum

	Monthly Rate	USOC
(a) Residence	\$5.00	NA
(b) Business	5.00	NA

### A4.3 Schedule of Charges for Connecting or Changing Service

#### A4.3.1 Rates and Charges

A. Line Connection Charge

- 1. Applies per exchange access line or trunk or per NAR on ESSX-1 service.

	Residence	Business	USOC
(a) First Line (per customer request)	\$42.00	\$73.00	NA
(b) Additional Line (each)	15.00	22.00	NA

B. Line Change Charge

- 1. Applies per exchange access line or trunk or per NAR on ESSX-1 service.

(a) First Line (per customer request)	35.00	48.00	NA
(b) Additional Line (each)	12.00	14.00	NA

C. Secondary Service Charge

- 1. Applies per customer request

(a) Each	15.00	20.00	NA
----------	-------	-------	----

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JAN 01 1998

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

BY: Stephan D. Bell  
SECRETARY OF THE COMMISSION

## A4. SERVICE CHARGES<sup>1</sup>

### A4.2 Application of Charges (Cont'd)

#### A4.2.3 Line Change Charge Application

- A. The First Line Change Charge is applicable if the customer is requesting changes on only one line or for the first line if changes are being made on multiple lines. (N)
- B. On each multiple line request, the Line Change Charge Additional Line applies for each additional line requested changed after the first line. (N)
- C. If the First Line Connection Charge applies on a customer request, any additional Line Change Charges applicable to the same customer request will be billed at the Additional Line Change Charge rate. (N)
- D. The Line Change Charge applies: (N)
  - 1. For each telephone number changed when requested by the customer. (N)
  - 2. Per NAR for ESSX-1 service. (N)
  - 3. For each line, trunk, or per NAR for ESSX-1 service being restored after service is temporarily denied for nonpayment. (N)
  - 4. For each line, trunk, or per NAR for ESSX-1 service being temporarily suspended at the request of a customer. (N)
  - 5. For changing from loop start to ground start and vice versa and for changing from a line to a trunk and vice versa, for changes in direction, or other operational charges. (N)
  - 6. For changing from Foreign Central Office Service to home wire center and vice versa. (N)
  - 7. For changing from business individual line service to Back-Up\* Line Service. (N)

#### A4.2.4 Secondary Service Charge Application

- A. The Secondary Service Charge will not apply if a Line Connection Charge or Line Change Charge is applicable. (N)
- B. The Secondary Service Charge applies for adding or rearranging: (N)
  - 1. Custom Calling Service (N)
  - 2. Prestige® Communications service (N)
  - 3. Grouping Service (N)
  - 4. RingMaster® service (N)
  - 5. TouchStar® service (N)
  - 6. Customized Code Restriction (N)
  - 7. Customer requested directory listing changes, except where excluded in this Tariff. (N)
  - 8. Remote Call Forwarding (N)
  - 9. Other features or services for which the Line Connection Charge and Line Change Charge are not applicable. (N)
- C. The Secondary Service Charge applies for: (N)
  - 1. Transfers of responsibility. (N)
  - 2. Changing from residence to business service and vice versa. If the telephone number changes, the Line Change Charge applies in lieu of the Secondary Service Charge. The business charge applies when changing to business and the residence charge applies when changing to residence. (N)
  - 3. Rearrangement of drop wire, protector, and/or network interface. Additionally, Premises Work Charges will apply. (N)
  - 4. When requested by the customer, installing a Network Interface jack on existing service. In addition to Premises Work Charges, the charge for a Network Interface in Section A14. may apply. (N)

Note 1: These changes are a result of the restructure of this Section and are to be implemented on November 9, 1995. (N)

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

NOV 01 1995

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Jordan C. Neal  
FOR THE PUBLIC SERVICE COMMISSION

®Registered Service Mark of BellSouth Corporation  
• Service Mark of BellSouth Corporation



COMMONWEALTH OF KENTUCKY  
**PUBLIC SERVICE COMMISSION**  
730 SCHENKEL LANE  
POST OFFICE BOX 615  
FRANKFORT, KY. 40602  
(502) 564-3940

September 28, 1999

To: All parties of record

RE: Case No. 99-301

We enclose one attested copy of the Commission's Order in  
the above case.

Sincerely,

A handwritten signature in cursive script that reads "Stephanie Bell".

Stephanie Bell  
Secretary of the Commission

SB/sa  
Enclosure

Fred Gerwing  
Regulatory Vice President  
BellSouth Telecommunications, Inc.  
601 West Chestnut Street, Room 408  
P. O. Box 32410  
Louisville, KY 40232

Mike Reed  
State Vice President/General Manager  
GTE South, Inc.  
318 East Main Street  
Lexington, KY 40507

Joseph L. Franklin  
8307 Damascus Circle  
Louisville, KY 40228

Larry D. Callison  
GTE South, Inc.  
150 Rojay Drive  
Lexington, KY 40503



COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

JOSEPH L. FRANKLIN	)	
	)	
COMPLAINANT	)	
	)	
v.	)	CASE NO. 99-301
	)	
BELLSOUTH TELECOMMUNICATIONS, INC. AND GTE SOUTH INCORPORATED	)	
	)	
DEFENDANTS	)	

ORDER

BellSouth Telecommunications, Inc. ("BellSouth") having moved for an extension of time until October 8, 1999 in which to respond to the Commission's September 15, 1999 Order and the Commission finding good cause, IT IS HEREBY ORDERED that BellSouth's motion is granted.

Done at Frankfort, Kentucky, this 28th day of September, 1999.

By the Commission

ATTEST:

  
Executive Director

Larry D. Callison  
State Manager  
Regulatory Affairs & Tariffs



**GTE Service  
Corporation**

KY10H072  
150 Rojay Drive  
Lexington, KY 40503  
606 245-1389  
Fax: 606 245-1721

September 27, 1999

RECEIVED

SEP 27 1999

PUBLIC SERVICE  
COMMISSION

Ms. Helen C. Helton  
Executive Director  
Public Service Commission  
730 Schenkel Lane  
Post Office Box 615  
Frankfort, Kentucky 40602

Re: In the Matter of: Joseph L. Franklin, Complainant v. BellSouth  
Telecommunications Inc. and GTE South Incorporated, Defendants  
- Case No. 99-301

Dear Ms. Helton:

Enclosed for filing with the Kentucky Public Service Commission  
("Commission") are an original and ten copies of the Answer of GTE  
South Incorporated in this matter.

I would be most appreciative if you would bring this filing to the  
attention of the Commission, and should you have any questions about  
the enclosed material, please do not hesitate to contact me at your  
convenience. Thank you for your consideration in this matter.

Yours truly,

A handwritten signature in cursive script that reads "Larry D. Callison".

Larry D. Callison

Enclosure

c: Parties of Record

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

SEP 27 1999

PUBLIC SERVICE  
COMMISSION

In the matter of:

Joseph L. Franklin )  
\_\_\_\_\_) )  
COMPLAINANT )

Case No. 99-301

vs. )

BellSouth )  
GTE )  
\_\_\_\_\_) )  
DEFENDANTS )

ANSWER

GTE South Incorporated ("GTE"), for answer to the Complaint in this proceeding,  
respectfully states:

(a) That the person filing the Complaint, Mr. Joseph Franklin, is not a customer of GTE.  
Accordingly, the Complaint is not relevant to GTE and should be dismissed.

(b) That the Complaint arises from the fact that the same seven-digit phone number has  
been assigned in different area codes. As this Commission is well aware, assigning the same  
seven-digit numbers in different area codes is necessary for there to be a sufficient number of  
telephone numbers to serve all telephone customers.

(c) That the Complaint's allegation that directory assistance fails to provide the full ten-  
digit phone number, including area codes, to allow callers to be able to distinguish between the  
seven-digit numbers in different area codes, is false as to GTE's directory assistance. GTE's

directory assistance now provides the entire ten-digit number to callers, allowing them to distinguish between phone numbers in different area codes.

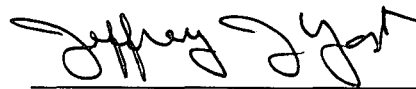
(d) That the six actions requested of the Commission in the Complaint are inappropriate as they relate to GTE. First, GTE should not be required to change the number (606-231-5100) of its customer, the Marriott Inn in Lexington, when it is the only customer with the number 231-5100 in area code 606, particularly when GTE's directory assistance provides callers with ten-digit phone numbers. Second, GTE should not be required "to cover all costs to the users of the number 231-5100 which results from the discontinuance of the number in the State of Kentucky for the ten year period" when it seeks to continue to provide the Marriott Inn with its 606-231-5100 telephone number and to provide ten-digit numbers to callers to directory assistance. Third, no investigation of GTE is warranted as it is obvious on the face of the Complaint that GTE did not cause any of the problems incurred by Mr. Franklin. Fourth, Ms. Duncan is not and was not an employee of GTE and, as such, an investigation of the actions of Ms. Duncan or other BellSouth employees is not relevant to GTE. Fifth, GTE is not the incumbent local exchange carrier in the service territory of Mr. Franklin and, thus, is not required to provide local exchange service to Mr. Franklin. Accordingly, GTE cannot be required to reimburse Mr. Franklin for the costs he incurred for a wireless digital phone system because of Mr. Franklin's allegation that "it was the only type of phone service available at the time." Sixth, the Complaint's request for a mandate regarding "nuisance numbers" is ambiguous and would appear to restrict the ability of a telephone company from meeting the increasing demand for phone numbers. Moreover, any such mandate would need to be addressed in a formal proceeding by the Commission that provides all parties with notice and an opportunity to comment.

WHEREFORE, the defendant prays that the complaint be dismissed as to GTE.

September 27, 1999

Respectfully submitted,

GTE SOUTH INCORPORATED



---

Jeffrey J. Yost  
JACKSON & KELLY  
175 East Main Street, Suite 500  
P.O. Box 2150  
Lexington, KY 40595-2150  
(606) 255-9500

Gregory M. Romano  
HUNTON & WILLIAMS  
Riverfront Plaza -- East Tower  
951 East Byrd Street  
Richmond, Virginia 23219  
(804)788-8644

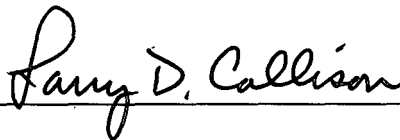
Attorneys for GTE South Incorporated

Certificate of Service

I hereby certify that on this 27<sup>th</sup> day of September, 1999 a copy of the foregoing Answer was mailed, first-class, postage prepaid to the following:

Mr. Joseph Franklin  
8307 Damascus Circle  
Louisville, Kentucky 40228

Fred Gerwing  
Regulatory Vice President  
BellSouth Telecommunications, Inc.  
601 West Chestnut Street, Room 408  
P. O. Box 32410  
Louisville, Kentucky 40203

  
\_\_\_\_\_

BellSouth Telecommunications, Inc.  
P.O. Box 32410  
Louisville, Kentucky 40232

502 582-1475  
Fax 502 582-1573  
Internet  
Dorothy.J.Chambers@bridge.bellsouth.com

Dorothy J. Chambers  
General Attorney

or

BellSouth Telecommunications, Inc.  
601 West Chestnut Street, Room 407  
Louisville, Kentucky 40203

September 22, 1999

RECEIVED  
SEP 23 1999  
PUBLIC SERVICE  
COMMISSION

Helen C. Helton  
Executive Director  
Public Service Commission  
730 Schenkel Lane  
P. O. Box 615  
Frankfort, KY 40602


Re: Joseph L. Franklin, Complainant v. BellSouth  
Telecommunications, Inc. and GTE South, Incorporated,  
Defendants  
PSC 99-301

Dear Helen:

Enclosed for filing in the above-captioned case are the original and ten (10) copies of Motion for Extension of Time of BellSouth Telecommunications, Inc.

Please add my name to the service list in this case.

Sincerely,



Dorothy J. Chambers

Enclosure

cc: Parties of Record

179582

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

JOSEPH L. FRANKLIN )

COMPLAINANT )

V. )

BELLSOUTH TELECOMMUNICATIONS )  
INC. and GTE SOUTH INCORPORATED )

DEFENDANTS )

CASE NO. 99-301

RECEIVED  
SEP 23 1999  
PUBLIC SERVICE  
COMMISSION

MOTION FOR EXTENSION OF TIME OF  
BELLSOUTH TELECOMMUNICATIONS, INC.

BellSouth Telecommunications, Inc. ("BellSouth"), by counsel, respectfully requests an extension of time to and including October 8, 1999, to respond to the Complaint of Joseph L. Franklin in this docket. BellSouth respectfully requests this extension in order to have adequate time to investigate this lengthy complaint which consists of over ten, single-spaced pages and concerns allegations spanning a period of nine years or more. In addition, several key employees who are working on responding to this Complaint are scheduled to be out of the office for several days. For these reasons, BellSouth requests that the Commission grant this motion and allow BellSouth an extension until October 8, 1999, to respond to this complaint.



Respectfully submitted,



Dorothy J. Chambers  
General Attorney-Kentucky  
601 W. Chestnut Street, Room 407  
P. O. Box 32410  
Louisville, KY 40232

A. Langley Kitchings  
General Attorney  
Suite 4300, BellSouth Center  
675 W. Peachtree Street, NE  
Atlanta, GA 30375

COUNSEL FOR BELLSOUTH  
TELECOMMUNICATIONS, INC.

179312

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served on the individuals on the attached Service List by mailing a copy thereof, this 22nd day of September 1999.

  
Dorothy J. Chambers

SERVICE LIST - PSC 99-301

Mike Reed  
State Vice President/General Manager  
GTE South, Inc.  
318 East Main Street  
Lexington, KY. 40507

Joseph L. Franklin  
8307 Damascus Circle  
Louisville, KY. 40228

Larry D. Callison  
GTE South, Inc.  
150 Rojay Drive  
Lexington, KY. 40503



COMMONWEALTH OF KENTUCKY  
**PUBLIC SERVICE COMMISSION**  
730 SCHENKEL LANE  
POST OFFICE BOX 615  
FRANKFORT, KY. 40602  
(502) 564-3940

September 15, 1999

To: All parties of record

RE: Case No. 99-301

We enclose one attested copy of the Commission's Order in  
the above case.

Sincerely,

*Stephanie J. Bell*  
Stephanie Bell  
Secretary of the Commission

SB/sa  
Enclosure

Fred Gerwing  
Regulatory Vice President  
BellSouth Telecommunications, Inc.  
601 West Chestnut Street, Room 408  
P. O. Box 32410  
Louisville, KY 40232

Mike Reed  
State Vice President/General Manager  
GTE South, Inc.  
318 East Main Street  
Lexington, KY 40507

Joseph L. Franklin  
8307 Damascus Circle  
Louisville, KY 40228

Larry D. Callison  
GTE South, Inc.  
150 Rojay Drive  
Lexington, KY 40503

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

JOSEPH L. FRANKLIN	)	
	)	
COMPLAINANT	)	
	)	
V.	)	CASE NO. 99-301
	)	
BELLSOUTH TELECOMMUNICATIONS	)	
INC. and GTE SOUTH INCORPORATED	)	
	)	
DEFENDANTS	)	

ORDER TO SATISFY OR ANSWER

BellSouth Telecommunications, Inc. ("BellSouth") and GTE South Incorporated ("GTE") are hereby notified that they have been named as defendants in a formal complaint filed July 15, 1999, a copy of which is attached hereto.

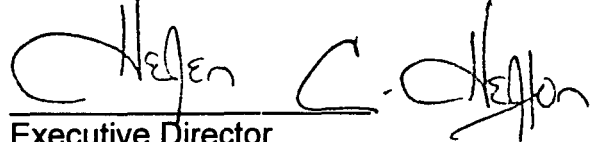
Pursuant to 807 KAR 5:001, Section 12, BellSouth and GTE are hereby ordered to satisfy the matters complained of or file a written answer to the complaint within 10 days from the date of service of this Order.

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 the record.

Done at Frankfort, Kentucky, this 15th day of September, 1999.

By the Commission

ATTEST

  
Executive Director

RECEIVED  
JUL 15 1999  
PUBLIC SERVICE  
COMMISSION

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the matter of:

Joseph L Franklin )  
\_\_\_\_\_ )  
COMPLAINANT )  
VS. )  
Bellsouth )  
GTE )  
\_\_\_\_\_ )  
DEFENDANTS )

CASE 99-301

COMPLAINT

The complaint of Joseph Franklin respectfully shows:

Joseph Franklin  
8307 Damascus Circle  
Louisville, Kentucky 40228

Bellsouth  
601 West Chestnut Street  
Louisville, Kentucky 40203

GTE  
318 East Main Street  
Lexington, Kentucky 40507

RECEIVED  
JUL 16 1999  
GENERAL COUNSEL

That: (See attached Complaint)

Dated at Louisville, Kentucky, this 10<sup>th</sup> day of July 1999



Complaint of Joseph Franklin against Bellsouth and GTE.

This complaint deals with events and problems associated with the phone number 231-5100.

To the best of my knowledge the phone number 231-5100 is offered by two telecommunications companies in Kentucky. These two companies are Bellsouth and GTE. The same number has been in service in various locations less than 100 miles apart in the State of Kentucky for several years.

It is my understanding that the number was assigned to the Marriott Inn, Griffin Gate 1800 Newtown Pike in Lexington, Kentucky some time in 1981 by GTE.

The same number was installed in my home on or about February 26, 1993. Prior to the installation in my home in early 1993 it was in the home of Mr. Donald Underwood and other persons which Bellsouth records would reveal.

There existed for several years and may still exist what is referred to in a memo which is attached an "ANI MESSAGE/TRUNKING ARRANGEMENT FROM KY BELL 555 BUREAU" to GTE in Lexington, Kentucky. As the attached memo explains this "Trunking Arrangement" has created a situation in which persons calling directory assistance to acquire the number of the Marriott Inn in Lexington, Kentucky are given incomplete information which results in a constant flow of calls to my home or to the home or business of any person having the 231-5100 number.

I am addressing this complaint to the Kentucky Public Service Commission not only on my behalf because of the annoying situation with the number, but also on behalf of anyone who has had or may have this number while the "trunking" and directory assistance problems remain.

For several years prior to 1993 I had given my home number to relatives and friends and many of my customers. I have sold tires in Kentucky since 1971 and have a loyal following of customers. I never minded if one of my customers called me at home because such calls usually resulted in a tire sale or solving a problem. I listed my home number on business cards and advertisements. These cards and advertisements were distributed at car shows and automotive events and car auctions throughout several states. Over the years I have given out thousands of cards and advertisements. Being on the go so much, often times the best place for a customer to reach me was at my home number where a message could be left with my mother or son.

To change a phone number in many situations is not a simple matter of the phone company offering to change the number free of charge. There are other costs involved. When a number is published, advertised or distributed there are other costs associated with a number change. If a number needs to be changed because of a problem created by the phone company or regulating agency, the costs should be covered by the phone company or agency.

In this particular complaint, it will become evident after studying the complaint and the attachments and conducting a thorough investigation that the problems with the number 231-5100 were not promptly taken care of by the phone companies involved which has allowed the problem to remain unfixed for several years. Over the years I have consistently talked with and written to the parties about the problem but nothing has been done to correct the problem. It is my sincere hope the requested action in this complaint finally results in the public service commission putting an end to the problem.

Shortly after the number was installed in my home in early 1993, I began to receive calls from people requesting the Marriott Inn in Lexington. These calls could come at any time of the day or night. A pattern of caller activity was noticed. Our phone was usually answered with a simple "hello". Quite often the caller upon hearing a "hello" would hang up. The first call was often followed immediately by a second call. If we answered this second call in a different manner, such as "may I help you", the caller would then ask for the Marriott Inn in Lexington.

A few months after the installation of the number in my home, I had a caller ID service installed. The caller ID system would show the caller's number and I could tell if the simultaneous calls were coming from the same number.

One caller asked for a Mr. Donald Underwood. During my conversation with this caller she told me that Donald Underwood had the 231-5100 phone number. The lady told me the street Mr. Underwood lived on. I looked in the white pages phone directory for someone named Underwood on the street the lady gave the name of. There was a listing, 231-3461 for the name and address. I later called the number and talked with Mrs. Underwood. I asked her if she had ever had the number 231-5100. She told me she did and that she had to have the number changed because she received so many calls for the Marriott Inn, especially around Derby Time.

I believe that a review of the records of Bellsouth will reveal that the 231-5100 phone number was known to be a nuisance number prior to the number being installed in my home. Bellsouth has denied in writing that they knew the number 231-5100 was an annoying number but their records should indicate if the number was changed because of the annoying calls prior to them selling me the number.

After a few months I was tired of the calls coming at all hours of the day and night.

The story that Mrs. Underwood had told me indicated that whoever had the 231-5100 number was subject to receiving calls for the Marriott Inn in Lexington. I notified Bellsouth that something had to be done about the calls. A letter dated May 16, 1993 to Ms. Mary Karre a Bellsouth attorney informs her of a meeting that I had with Mr. Bill Romines during which I discussed the problems with the 231-5100 number. The last paragraph of the letter to Mary Karre says "The frequency of calls for the Marriott has not decreased since our meeting on May 11, 1993, therefore I am asking that you and South Central Bell use all the manpower and assets of the phone company that it takes to stop the annoying calls." The letter to Ms Karre was delivered by certified mail and signed for.

As I recall there was an offer to change my number however the phone company refused to help with any or all of the costs that I would incur by making a number change. I also told the phone company representatives that giving me a different number would not stop the annoying calls to anyone having the 231-5100 number and that I felt the problem should be fixed instead of transferred to someone else. Many times my mother who was 72 at that time would have to get up from resting, walk to the phone only to have the caller hang up and then call right back a second time trying to reach the Marriott Inn.

I believe I took the proper course of action which was to demand that Bellsouth fix the problem instead of passing it along to another unsuspecting phone customer. In many letters to Bellsouth, GTE and the Marriott Inn, I refer to the need to fix the problem so that whoever had the 231-5100 number would not be bothered with all of the calls to the Marriott. I would not have wanted another person such as my mother to have the number installed in her home and be subject to receiving calls all hours of the day or night. No employee of the Public Service Commission would allow the number to be in their home for very long, without demanding that the problem be fixed.

As I continued my efforts to have Bellsouth fix the problem, I was getting the impression that Bellsouth was not doing all they could to find the source of the problem and fix it. From talking with the callers I was being told that the callers were getting the number from directory assistance. After trying for several months to get Bellsouth to fix the problem, I contacted GTE in Lexington who owned the 606-231-5100 number. I talked with Ms. Meg Haight, the General Manager of GTE in Kentucky. Ms. Haight did make a determined effort to find the source of the problem.

While Bellsouth was offering to change the number, neither company was willing to help with my costs for changing the number. The Marriott Inn phone number combined with the failure of Bellsouth and GTE to correct the directory assistance problem was the cause of most of the calls coming to my number. If the Marriott's number was changed or the directory assistance problems and the "trunking" problem was corrected no more calls for the Marriott would have come to my number. The thousands of people that called into my home were not wanting me they were wanting the Marriott Inn. I suggested on several occasions that the Marriott number be changed because it was the number causing the problems. It did not matter whether I had the number, someone across town, calls were

still going to be directed to the wrong party until the phone companies corrected the problem.

On July 11, 1995, I participated in a conference call arranged by Meg Haight Of GTE which included myself, Meg Haight, Wanda Layman and Bob Freibert all of GTE. At Ms. Haight's request Mr. Freibert had found the source of the problem. After talking with Mr. Freibert and the two ladies, I requested that Mr. Freibert put his findings in a memo and send me a copy. Attached are a copy of the memo and a letter dated July 14, 1995 which explains the problem and the memo requests that Bellsouth be contacted about splitting the cost of fixing the problem.

Mr. Freibert's memo and letter dated July 14, 1995 should be considered as an accurate and expert summary of the problems addressed in this complaint. The memo ends by directing the other parties to the memo to facilitate a request from GTE to Bellsouth to split this trunking arrangement.

I mentioned earlier that I was under the impression that Bellsouth was not trying to fix the problem. I believe that one of the primary reasons may be that a Bellsouth employee named Mr. William Dearing may have intentionally interfered with the process of trying to stop the annoying calls from coming into my home.

On October 15, 1990 I had found Mr. Dearing parked suspiciously near my office. I approached his car and after he identified himself, I asked him to come into my business location. Prior to his leaving he made a threat. I reported his threat to Mr. Stanley Dickson, the General Manager of Bellsouth in Kentucky in a letter dated October 16, 1990. After the letter was written to Mr. Dickson, Mr. Dearing appears to have convinced Mr. Dickson and a Bellsouth attorney named Mare Karre to send a letter dated October 26, 1990 telling me that any phone matters that I needed to discuss in the future had to be directed to Mr. Dearing. I did find out later that Mr. Dearing had manipulated the computer note system used by Bellsouth employees in such a manner that any request that I made to Bellsouth had to be handled by him.

Mr. Dearing may have been involved in the assigning of the 231-5100 phone number to my home. I believe Mr. Dearing may have hindered other Bellsouth employees from correcting the annoying calls coming into my home. At one point in time I had reached a tentative agreement with Mr. Jeffrey Wolff, the general manager of the Marriott Inn in Lexington to help solve the problem of the nuisance calls but when I called Bellsouth customer service to inform them of our agreement, I shortly thereafter received a call from Mr. Dearing, who stopped the arrangement from proceeding.

I have not seen the correspondence between GTE and Bellsouth about sharing the costs to fix the directory assistance information system. I believe such correspondence and notes exists and I would ask that the Public Service commission request copies for the complaint file. I would like to see copies of those documents and notes. Not only were the calls coming into my home annoying, the improper number information given to the

caller by directory assistance operators caused the caller to make two or more unnecessary long distance calls to finally reach the Marriott Inn. No doubt the phone companies have enjoyed thousands of dollars of extra revenue from the unnecessary long distance calls that resulted from the phone companies failure to correct the problems with directory assistance. I am sure the Marriott Inn has lost thousands of dollars of revenue from frustrated callers who could not reach the hotel because directory assistance gave out an incomplete or the improper phone number.

The Public Service Commission needs to conduct a through investigation of why Bellsouth and GTE did not fix the directory information problem that Mr. Friebert so expertly points out in his July 14, 1995 letter and memo. The problems still exist today and the PSC needs to take appropriate action.

I continued with my efforts to fix the problem but I was not getting any cooperation from the phone companies who were the only parties who could make the necessary changes to correct the problem. In January of 1997 I purchased a Motorola PPS phone system that I hoped would allow me to end the nuisance calls coming into my home. This system was a combination cellular and landline system but it did not work as advertised and was returned to Motorola.

Shortly thereafter I had my home phone number set up on a "no answer transfer" option so that if a caller called the home and the phone was not answered after two rings the call automatically transferred to my office phone. The office phone was similarly set up to transfer after two rings to my cellular phone. My mother had moved to another location and my son was not home that much so I set up the "no answer transfer" system so any customer calling my home would automatically have his call transferred to my office. I then began to receive calls for the Marriott Inn that went through two transfers and came to my cell phone. The same old routine occurred were the caller would hear me answer the cell phone with a simple "hello", hang up and then call back immediately hoping to get the greeting of someone on the Marriott switchboard. I have always tried to talk with the caller to ascertain were they got the information to dial the number they dialed and then I would always try to give the caller the correct number for the Marriott. Not only were the calls to the cell phone a nuisance they were costing me a cellular usage charge.

I again asked Bellsouth to stop the calls. Bellsouth continued to offer to change the number but they would not pay anything toward the costs. I had by this time realized that for some reason unknown to me the phone companies were refusing to correct the problem, so I told them I would change the number if the phone company would pay all or some of the costs that I would incur. They refused.

In February of 1999, I notified Bellsouth that I was going to keep a detailed record of the calls that came into my home number and I would submit the list when I paid my phone bill and I wanted a credit of \$2.00 per call to compensate for the cost of cellular charges and for providing directory assistance to the caller. The reality was that I was

giving the caller the correct number for the Marriott after he had been given an incomplete or incorrect number by phone company directory assistance. My reasoning was that if the phone company can charge for directory assistance which is incorrect then maybe the I could charge for giving the correct directory assistance information. It was my hope that my requests for reimbursement for the cell phone cost and the correct directory assistance would bring a resolution to the problem.

The next phone bill I received after submitting the list of calls and the request for credit did not show the credit on the bill. I called Bellsouth's customer service. During this call the Bellsouth employee did confirm a note on the account made in February 1999 about the future request for credits for directory assistance. This lady offered to issue a one time credit to the account to wipe out the balance. I told her I appreciated her offer but I wanted either a permanent stop to the calls or a permanent arrangement for reimbursement for my cell phone cost and my time giving the callers the correct area code and number. This lady said she only had authority to offer a one time credit so she gave me an address to write to.

I mailed a letter on April 6, 1999 to Bellsouth at an address given to me. This letter covered the request for the credit already submitted and it mentioned that as many as a hundred calls may occur in late April and early May because of the Derby and the next request for credit would be for more than the balance on the phone bill.

Several weeks went by and I received no response to the April 6, letter. In late May I called Bellsouth customer service and made an inquiry about the April 6, 1999 letter. The customer service rep I spoke with looked up the account notes and mentioned that it was noted that the letter had been forwarded to another department.

On May 28, 1999 I sent a second letter to the same address as the April 6, 1999 letter. As of July 10, 1999 I have not received a written response to either letter about the account balance and the credits for directory assistance.

On May 27, 1999 I prepared a letter to the Public Service Commission attaching a copy of the April 6, 1999 letter to Bellsouth. My letter to Mr. Geoghegan of the Public Service Commission says that my Bellsouth billing does not reflect the billing items discussed in the April 6, 1999 letter to Bellsouth. The letters are an indication that a dispute exists concerning the Bellsouth bills.

Sometime in June of 1999 I received a call from Ms. Joan Duncan of Bellsouth to discuss the nuisance calls. As I recall Ms. Duncan informed me she had not seen the April 6<sup>th</sup>, and May 28<sup>th</sup> letters. Ms. Duncan asked if I remembered dealing previously with Ms. Mary Porter of Bellsouth and I informed that I did have several conversations with Ms. Porter in the past.

Ms., Duncan seemed sincere about stopping the calls coming into my home phone and transferring through to my other numbers. She indicated she needed to talk directly to

the callers and question them about the source of the information that caused the caller to dial my area code and number. I told Ms. Duncan that I had been told for years the calls were simply misdialed numbers but after talking with several of the callers I was sure that the caller were being given the wrong area code information by directory assistance operators. I also told Ms. Duncan that many of the calls came from car phones and I assumed these callers got the number from some type of directory assistance available to person's using a car phone. I gave Ms. Duncan a caller's name who had called a few days before, who was a minister in Louisville and the call came from his church.

I also gave Ms. Duncan my permission to allow Bellsouth to place 'traps' on my line so she could have a daily report of the numbers that called into my phone system. I told her that this would be quicker than her waiting for the submission of my list with my phone payment. During certain periods of time my caller ID device would fill up with numbers and I would lose some of the caller ID information before I could transfer the information. The "traps" would not only give Ms. Duncan ready access to the callers numbers it could also serve as a basis for the credit I was requesting.

During this phone conversation I informed Ms. Duncan about the offer of a one time credit to wipe out the account balance and that I had requested either stopping the calls completely or setting up a permanent billing procedure to handle a credit for my cell phone calls and my directory assistance.

I assumed that Ms. Duncan was working on the problem. Each month since February 1999 after notifying Bellsouth of my request for a monthly credit, I did mail a check for \$40.00 to pay an amount equal to the current monthly charges on the phone bill.

At about 4:00 p.m. on June 25, 1999 my office phone rang. The caller was a Ms. McCabe from Covington Kentucky. She was trying to reach the Marriott Inn. During my conversation with Ms. McCabe she told me she had picked up her home phone which was 606-337-8926 and dialed 411. She asked the operator for the phone number of the Marriott Inn in Lexington. She was told the number was 231-5100. Ms. McCabe told me she had to immediately redial 411 because she needed the area code with the number. The operator supposedly told her the area code was 502. Ms. McCabe dialed the area code and number that she had been given after two calls to 411 from her home and her call routed through my home to my office.

A few minutes after talking with Ms. McCabe and giving her the correct area code and number for the Marriott Inn, I called Joan Duncan to give her the details of the McCabe call. I told Ms. Duncan that I had informed Ms. McCabe that a Bellsouth employee might call her in the near future to verify the information she had given me. I told Joan Duncan about what I had told Ms. McCabe and I told Ms. Duncan to call Ms. McCabe as soon as possible and to determine which directory assistance Ms. McCabe reached when she dialed 411 from her home. By calling Ms. McCabe immediately perhaps the names of directory assistance operators on duty could have been determined. During a

phone conversation with Ms. Duncan on July 2, 1999 she told me she had never been able to talk with Ms. McCabe.

A few days later I called the Public Service Commission and obtained the number of Ms. Phyllis Masters of GTE in Lexington. I was told that Ms. Masters is in a similar position with GTE as Ms. Duncan is with Bellsouth. I repeated the McCabe phone call information completely to Ms. Masters of GTE and asked that she investigate to determine which directory assistance operators had provided the incorrect information to Ms. McCabe.

On Friday July 2, 1999 I attempted to use my home phone before going to work and found it was not working. I called the home number from my cell phone and heard a message that the number had been temporarily disconnected. I called customer service from my office and was informed that the phone had been disconnected because the bill had not been paid. A Ms. Webster who was a supervisor told me that Ms. Duncan had entered notes that morning onto the Bellsouth Computer note system indicating there was no dispute about the bill and that the Public Service Commission had given Bellsouth the permission to cut off the phone.

I called Ms. Duncan and left her a voice message that I had received no letter from Bellsouth nor the Public Service Commission responding to my May 27, 1999 letter to the PSC. I informed Ms. Duncan that the balance of the bill had been disputed in writing on April 6, 1999 and May 28, 1999 and that I had received no written response to either letter. My message to Ms. Duncan informed her that according to Kentucky Administrative Regulations disputed bill information is to be treated as current until the dispute can be settled. I requested Ms. Duncan turn the service back on until our dispute could be settled by asking the Public Service Commission to review the informal complaint and the formal complaint. Ms. Duncan refused to turn the service on.

I placed a call to Mr. Geoghegan of the PSC that morning and informed him that the May 27, 1999 letter to him was an informal complaint which had not been resolved and I had received nothing in writing referring to the May 27, 1999 letter to the PCS. I told Mr. Geoghegan, I would be filing a formal complaint very shortly and Mr. Geoghegan mentioned that he would immediately mail the forms for the formal complaint. I received the forms on Saturday July 3, 1999. During my conversation with Mr. Geoghegan on July 2, it was my impression that the Public Service Commission had not received a written response from Bellsouth concerning my May 27, 1999 letter to the PSC.

On the afternoon of July 2, I made several more calls to Bellsouth informing them that the bill was in dispute and that Kentucky Administrative Regulations clearly stated that disputed billing items must be treated as current items until the dispute is resolved or answered. No one at Bellsouth could locate the April 6 or May 28 letters nor did anyone admit to ever reading them.



I made two other requests that same day July 2, to two other Bellsouth officials to change the recording on the number to state "the number was non-working pending the resolution of a Formal Complaint filed with the Kentucky Public Service Commission." Bellsouth officials refused to change the message to the message which I felt more accurately reflected the reason the number was temporarily disconnected.

Neither of my requests to reconnect the number nor to change the recording were in place by the next day July 3. In order to have phone service for my home I purchased a wireless digital phone and entered into a service agreement on July 3, 1999.

As of July 10, 1999 phone service has not been restored by Bellsouth nor has a corrected message been placed on the line.

WHEREFORE, Complainant asks for the following:

(1). After complete and through review of the events covered in this complaint, I ask that the Public Service Commission withdraw the number 231-5100 from use anywhere in the State of Kentucky by any telecommunications company including Bellsouth and GTE and their affiliates for at least ten years. I ask that the current users of the number be allowed to have a proper message placed on the line which reflects the proper reason for the number no longer being in service.

(2) I ask the Public Service Commission to order Bellsouth and GTE to cover all costs to the users of the number 231-5100 which results from the discontinuance of the number in the State of Kentucky for the ten year period.

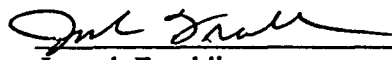
(3) I ask the Public Service Commission to conduct a thorough investigation from the time I received the number in February 1993 until the present to determine why Bellsouth and GTE did not act promptly to end the annoying and nuisance calls associated with the 231-5100 phone number. This investigation should also determine if either company or its employees willfully or intentionally refused to take proper and prompt action to eliminate the nuisance calls and if the failure to act promptly and properly interfered with the telecommunications of the users of the 231-5100 phone number, made them incur unnecessary costs, or caused disruptions to their person and or business activities and if the failure to correct the misleading directory information caused an unusual number of callers to incur unnecessary long distance expense trying to reach the Marriott Inn.

(4) I ask that the PSC investigate Ms. Duncan's actions and other Bellsouth employees to see if the Kentucky Administrative Regulations or the Fair Credit Billing Act were violated when the phone service was terminated on July 2, 1999 and appropriate action be taken.

(5) I ask that Bellsouth and or GTE assume the cost of the wireless digital phone service that I had to obtain on July 3, 1999 for a period of time not less than the period of time I have had the 231-5100 number. There are no regulations that prohibit either of these companies from absorbing the costs of the wireless digital phone system that is now used in my home and it was the only type of phone service available at the time.

(6) I ask the Public Service Commission to mandate in the future when a regulated phone company gives a customer a phone number that is a nuisance number or has been known to be a nuisance number that the phone company pay all of the costs that the customer incurs because of changing numbers. If such a policy were already in existence, these phone companies would be discouraged from continuing to sell nuisance numbers. Without such a policy the same situation that is detailed in this complaint will continue to happen to unsuspecting phone company customers.

Dated at Louisville, Kentucky, this 10<sup>th</sup> day of July, 1999

  
\_\_\_\_\_  
Joseph Franklin

Mr. Joseph Franklin  
8307 Damascus Circle  
Louisville, Kentucky 40228

May 16, 1993

Ms. Mary Karre  
Attorney  
South Central Bell  
P.O. Box 32410  
Louisville, Kentucky 40232

Dear Ms. Karre;

I met with Mr. Bill Romine on May 11, 1993 to discuss annoying phone calls to my home phone number 502 231 5100.

During the course of that meeting we discussed calls that were coming into my home but were for the Marriott Inn in Lexington, Kentucky.

We also discussed annoying telemarketing calls during a period a couple of years ago. There was also discussion of what I consider a forced business number change in 1983 that cost me several thousand dollars.

Mr. Romine requested that if I have any "gripes" as he called them to direct them only to Bill Dearing, you, or himself.

I gave Mr. Romine a list of names and phone numbers that had called into my home on the evening of May 10th 1993 wanting the Marriott Inn. There were three calls in a three hour period. I have installed a caller ID system and am keeping a log of all calls coming in and I am trying to identify as many as possible that are calling for the Marriott. Of the many many calls that I have answered from people wanting the Marriott I believe that the people are being given information by telephone company operators that is not complete and results in a call to my home.

I talked with a person on May 15, 1993 that had had the 502 231 5100 number prior to me and they told me they got a lot of calls for the Marriott. I believe that South Central Bell had prior knowledge before giving me the number that it would result in annoying calls at all hours of the day and night.

I asked Mr. Romine during our meeting to do what ever was necessary to stop information being given out that results in calls to the Marriott coming to my home.

The frequency of calls for the Marriott has not decreased since our meeting on May 11, 1993, therefore I am asking that you and South Central Bell use all the manpower and assets of the phone company that it takes to stop the annoying calls.

Respectfully yours,

Joseph Franklin

Is your RETURN ADDRESS completed on the reverse side?

**SENDER:**

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a, & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

**3. Article Addressed to:**

Mrs. MARY KARRE  
 South Central Bell  
 PO Box 32410  
 LOUISVILLE Ky 40232

**4a. Article Number**

P 268 121 315

**4b. Service Type**

- Registered
- Insured
- Certified
- COD
- Express Mail
- Return Receipt for Merchandise

**Date of Delivery**

DEC 11 1991

**5. Signature (Addressee)**

*Mary Karre*  
 Signature (Agency)

**6. Signature (Agency)**

PS Form 3811, December 1991 U.S. GPO: 1992-323-402  
 LOUISVILLE KY

I also wish to receive the following services (for an additional fee):

- 1.  Addressee's Address
- 2.  Restricted Delivery

Consult postmaster for fee.

Thank you for using Return Receipt Service.

**DOMESTIC RETURN RECEIPT**

Date: 7-14-95 03:14pm  
From: B.Freibert:TEL:GTEGO  
To: C.A.ELKINS TEL:GTEGO  
cc: P.S.HARVEY TEL:GTEGO, M.HAIGHT, B.SMEAD, B.FREIBERT:TEL:GTEGO  
Subj: ANI MESSAGE/TRUNKING ARRANGEMENT FROM KY BELL 555 BUREAU

---

Cathy,

As you know when we receive downtrunked calls in Lexington from the Bell NPA Bureau in Louisville we do not receive NPA specific network messages. The area code "606" arrives with every call we receive. This causes operators to take extra seconds of work time to change the network driven locality default from Lexington to a 502 community.

In addition to the financial impact a customer service issue was brought to attention on 7/14. A South Central Bell customer, Joseph Franklin, who lives in the 502 area code happens to have the same 7 digit telephone number as the Marriott Hotel in Lexington (a 606 number). When the Marriott's number is delivered by our operators to 502/555 customers only seven digits are spoken over the VFN audio announcement. Only seven digits are spoken because the network message received by the Directory Database indicates that the call is from the same NPA as the listed number.

The calling customer often assumes that the area code is 502 and they call Mr. Franklin at all hours of the day. Mr. Franklin has lost his patience with the relationship between Bell's trunking arrangements and GTE's systems.

My understanding is that Bell has only one trunk group through which they pass 555 calls to Lexington. Because it is only one group, only one NPA can be passed and since most calls address 606 listings that the area code placed on the network message received by the DOSS Announcement Control Process. If Bell could split out the trunking to provide NPA specific network messages our ACP could populate a more appropriate locality default, and provide a 10 digit audio announcement on 502 calls.

Additionally, it may be necessary to address the appropriateness of our 7 vs 10 digit VFN announcement algorithm. We are slowly moving toward a 10 digit intra-NPA dialing plan for the majority of our territory. A seven digit announcement is less appropriate for inter and intra NPA 555 calls.

Can you facilitate a request from GTE to Bell to split this trunking arrangement?



GTE Telephone  
Operations

P.O. Box 152092  
Irving, TX 75015-2092

HQDD21

July 14, 1995

Mr. Joseph Franklin  
3113 Fern Valley Rd  
Louisville, KY 40213

Dear Mr. Franklin:

Subject: MARRIOTT LISTING PROBLEM

I have enclosed the response I have made of quarter project Manager to resolve the physical trunking arrangement from Bell's office to GTE's office in Lexington. I have also raised the issue of the appropriateness of seven digit area codes.

To prevent the delivery of a seven digit message for the Marriott's number, we have made the Marriott listing in our database unavailable to our audio announcement mechanism. We have also placed a message to the operators on the Marriott listing to ensure that they speak the area code when they verbally deliver that listing (606/231-5100).

Although I do not view this situation as one caused by GTE, I apologize for the inconvenience this trunking arrangement has caused. Because it will take coordination between Bell and GTE to resolve this matter, I must be honest with you and advise that a fix will probably not occur next week, but I will continue to bear pressure to speed that fix and provide a solution.

I hope the short term steps I have taken with the Marriott listing will solve the problem in the meantime. If they do not please call me at 214/615-7124. Thank you for your patience.

Very truly yours,

*Robert A. Freibert*

Robert A. Freibert  
Supervisor - LSDA

RAF:mrk  
Attachment (1)

Mr. Joseph Franklin  
8307 Damascus Circle  
Louisville, Kentucky 40228

RECEIVED  
JUL 21 1999  
PUBLIC SERVICE  
COMMISSION

July 20, 1999

Ms. Stephanie Bell  
Commonwealth of Kentucky  
Public Service Commission  
P. O. Box 615  
Frankfort, Kentucky 40602

Re: Case No. 99-301

Dear Ms. Bell:

This date I have paid all known charges to date for the phone number 502-231-5100 to Bellsouth. I may be paid in advance for some of the charges.

I have asked that Bellsouth remove the recording that is on the line and have no recording pending the resolution of the Formal Complaint. It was not my intention to use the phone number and service until the resolution of the problems with the number.

I was informed by a Bellsouth supervisor this date that there were three recordings that could be placed on the line and it was not possible to have no recording. I was also informed that the phone would be permanently disconnected in fourteen days, if I did not request the service be turned back on.

I had hoped that the Formal Complaint would be resolved and then a decision could be reached about the status of the number, however since I have been informed that the service will be disconnected in fourteen days, I have no other alternative then to have the service turned on until the Formal Complaint is resolved.

Would you contact the appropriate person at Bellsouth and instruct them to reconnect the phone service at such time as they can assure me that no more calls will come into my home for the Marriott Inn in Lexington.

Yours truly,



Joseph Franklin

c.c. Fred Gerwing  
c.c. Mike Reid





COMMONWEALTH OF KENTUCKY  
**PUBLIC SERVICE COMMISSION**  
730 SCHENKEL LANE  
POST OFFICE BOX 615  
FRANKFORT, KENTUCKY 40602  
www.psc.state.ky.us  
(502) 564-3940  
Fax (502) 564-3460

**Ronald B. McCloud, Secretary**  
**Public Protection and**  
**Regulation Cabinet**

**Helen Helton**  
**Executive Director**  
**Public Service Commission**

**Paul E. Patton**  
**Governor**

July 16, 1999

Fred Gerwing  
Regulatory Vice President  
BellSouth Telecommunications, Inc.  
601 West Chestnut Street, Room 408  
P. O. Box 32410  
Louisville, KY 40232

Mike Reid  
State Vice President/General Manager  
GTE South, Inc.  
318 East Main Street  
Lexington, KY 40507

Joseph L. Franklin  
8307 Damascus Circle  
Louisville, KY 40228

RE: Case No. 99-301  
BELLSOUTH TELECOMMUNICATIONS, INC. & GTE SOUTH, INC.  
(Complaint; Service) OF JOSEPH L. FRANKLIN

This letter is to acknowledge receipt of initial application in the above case. The application was date-stamped received July 15, 1999 and has been assigned Case No. 99-301. In all future correspondence or filings in connection with this case, please reference the above case number.

If you need further assistance, please contact my staff at 502/564-3940.

Sincerely,

A handwritten signature in black ink that reads "Stephanie Bell".

Stephanie Bell  
Secretary of the Commission

SB/jc



COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED  
JUL 15 1999  
PUBLIC SERVICE  
COMMISSION

In the matter of:

Joseph L Franklin )

\_\_\_\_\_  
COMPLAINANT )

VS. )

Bellsouth )

GTE )

\_\_\_\_\_  
DEFENDANTS )

CASE 99-301

COMPLAINT

The complaint of Joseph Franklin respectfully shows:

Joseph Franklin  
8307 Damascus Circle  
Louisville, Kentucky 40228

Bellsouth  
601 West Chestnut Street  
Louisville, Kentucky 40203

GTE  
318 East Main Street  
Lexington, Kentucky 40507

That: (See attached Complaint)

Dated at Louisville, Kentucky, this 10<sup>th</sup> day of July 1999

Complaint of Joseph Franklin against Bellsouth and GTE.

This complaint deals with events and problems associated with the phone number 231-5100.

To the best of my knowledge the phone number 231-5100 is offered by two telecommunications companies in Kentucky. These two companies are Bellsouth and GTE. The same number has been in service in various locations less than 100 miles apart in the State of Kentucky for several years.

It is my understanding that the number was assigned to the Marriott Inn, Griffin Gate 1800 Newtown Pike in Lexington, Kentucky some time in 1981 by GTE.

The same number was installed in my home on or about February 26, 1993. Prior to the installation in my home in early 1993 it was in the home of Mr. Donald Underwood and other persons which Bellsouth records would reveal.

There existed for several years and may still exist what is referred to in a memo which is attached an "ANI MESSAGE/TRUNKING ARRANGEMENT FROM KY BELL 555 BUREAU" to GTE in Lexington, Kentucky. As the attached memo explains this "Trunking Arrangement" has created a situation in which persons calling directory assistance to acquire the number of the Marriott Inn in Lexington, Kentucky are given incomplete information which results in a constant flow of calls to my home or to the home or business of any person having the 231-5100 number.

I am addressing this complaint to the Kentucky Public Service Commission not only on my behalf because of the annoying situation with the number, but also on behalf of anyone who has had or may have this number while the "trunking" and directory assistance problems remain.

For several years prior to 1993 I had given my home number to relatives and friends and many of my customers. I have sold tires in Kentucky since 1971 and have a loyal following of customers. I never minded if one of my customers called me at home because such calls usually resulted in a tire sale or solving a problem. I listed my home number on business cards and advertisements. These cards and advertisements were distributed at car shows and automotive events and car auctions throughout several states. Over the years I have given out thousands of cards and advertisements. Being on the go so much, often times the best place for a customer to reach me was at my home number where a message could be left with my mother or son.

To change a phone number in many situations is not a simple matter of the phone company offering to change the number free of charge. There are other costs involved. When a number is published, advertised or distributed there are other costs associated with a number change. If a number needs to be changed because of a problem created by the phone company or regulating agency, the costs should be covered by the phone company or agency.

In this particular complaint, it will become evident after studying the complaint and the attachments and conducting a thorough investigation that the problems with the number 231-5100 were not promptly taken care of by the phone companies involved which has allowed the problem to remain unfixed for several years. Over the years I have consistently talked with and written to the parties about the problem but nothing has been done to correct the problem. It is my sincere hope the requested action in this complaint finally results in the public service commission putting an end to the problem.

Shortly after the number was installed in my home in early 1993, I began to receive calls from people requesting the Marriott Inn in Lexington. These calls could come at any time of the day or night. A pattern of caller activity was noticed. Our phone was usually answered with a simple "hello". Quite often the caller upon hearing a "hello" would hang up. The first call was often followed immediately by a second call. If we answered this second call in a different manner, such as "may I help you", the caller would then ask for the Marriott Inn in Lexington.

A few months after the installation of the number in my home, I had a caller ID service installed. The caller ID system would show the caller's number and I could tell if the simultaneous calls were coming from the same number.

One caller asked for a Mr. Donald Underwood. During my conversation with this caller she told me that Donald Underwood had the 231-5100 phone number. The lady told me the street Mr. Underwood lived on. I looked in the white pages phone directory for someone named Underwood on the street the lady gave the name of. There was a listing, 231-3461 for the name and address. I later called the number and talked with Mrs. Underwood. I asked her if she had ever had the number 231-5100. She told me she did and that she had to have the number changed because she received so many calls for the Marriott Inn, especially around Derby Time.

I believe that a review of the records of Bellsouth will reveal that the 231-5100 phone number was known to be a nuisance number prior to the number being installed in my home. Bellsouth has denied in writing that they knew the number 231-5100 was an annoying number but their records should indicate if the number was changed because of the annoying calls prior to them selling me the number.

After a few months I was tired of the calls coming at all hours of the day and night.

The story that Mrs. Underwood had told me indicated that whoever had the 231-5100 number was subject to receiving calls for the Marriott Inn in Lexington. I notified Bellsouth that something had to be done about the calls. A letter dated May 16, 1993 to Ms. Mary Karre a Bellsouth attorney informs her of a meeting that I had with Mr. Bill Romines during which I discussed the problems with the 231-5100 number. The last paragraph of the letter to Mary Karre says "The frequency of calls for the Marriott has not decreased since our meeting on May 11, 1993, therefore I am asking that you and South Central Bell use all the manpower and assets of the phone company that it takes to stop the annoying calls." The letter to Ms Karre was delivered by certified mail and signed for.

As I recall there was an offer to change my number however the phone company refused to help with any or all of the costs that I would incur by making a number change. I also told the phone company representatives that giving me a different number would not stop the annoying calls to anyone having the 231-5100 number and that I felt the problem should be fixed instead of transferred to someone else. Many times my mother who was 72 at that time would have to get up from resting, walk to the phone only to have the caller hang up and then call right back a second time trying to reach the Marriott Inn.

I believe I took the proper course of action which was to demand that Bellsouth fix the problem instead of passing it along to another unsuspecting phone customer. In many letters to Bellsouth, GTE and the Marriott Inn, I refer to the need to fix the problem so that whoever had the 231-5100 number would not be bothered with all of the calls to the Marriott. I would not have wanted another person such as my mother to have the number installed in her home and be subject to receiving calls all hours of the day or night. No employee of the Public Service Commission would allow the number to be in their home for very long, without demanding that the problem be fixed.

As I continued my efforts to have Bellsouth fix the problem, I was getting the impression that Bellsouth was not doing all they could to find the source of the problem and fix it. From talking with the callers I was being told that the callers were getting the number from directory assistance. After trying for several months to get Bellsouth to fix the problem, I contacted GTE in Lexington who owned the 606-231-5100 number. I talked with Ms. Meg Haight, the General Manager of GTE in Kentucky. Ms. Haight did make a determined effort to find the source of the problem.

While Bellsouth was offering to change the number, neither company was willing to help with my costs for changing the number. The Marriott Inn phone number combined with the failure of Bellsouth and GTE to correct the directory assistance problem was the cause of most of the calls coming to my number. If the Marriott's number was changed or the directory assistance problems and the "trunking" problem was corrected no more calls for the Marriott would have come to my number. The thousands of people that called into my home were not wanting me they were wanting the Marriott Inn. I suggested on several occasions that the Marriott number be changed because it was the number causing the problems. It did not matter whether I had the number, someone across town, calls were

still going to be directed to the wrong party until the phone companies corrected the problem.

On July 11, 1995, I participated in a conference call arranged by Meg Haight Of GTE which included myself, Meg Haight, Wanda Layman and Bob Freibert all of GTE. At Ms. Haight's request Mr. Freibert had found the source of the problem. After talking with Mr. Freibert and the two ladies, I requested that Mr. Freibert put his findings in a memo and send me a copy. Attached are a copy of the memo and a letter dated July 14, 1995 which explains the problem and the memo requests that Bellsouth be contacted about splitting the cost of fixing the problem.

Mr. Freibert's memo and letter dated July 14, 1995 should be considered as an accurate and expert summary of the problems addressed in this complaint. The memo ends by directing the other parties to the memo to facilitate a request from GTE to Bellsouth to split this trunking arrangement.

I mentioned earlier that I was under the impression that Bellsouth was not trying to fix the problem. I believe that one of the primary reasons may be that a Bellsouth employee named Mr. William Dearing may have intentionally interfered with the process of trying to stop the annoying calls from coming into my home.

On October 15, 1990 I had found Mr. Dearing parked suspiciously near my office. I approached his car and after he identified himself, I asked him to come into my business location. Prior to his leaving he made a threat. I reported his threat to Mr. Stanley Dickson, the General Manager of Bellsouth in Kentucky in a letter dated October 16, 1990. After the letter was written to Mr. Dickson, Mr. Dearing appears to have convinced Mr. Dickson and a Bellsouth attorney named Mare Karre to send a letter dated October 26, 1990 telling me that any phone matters that I needed to discuss in the future had to be directed to Mr. Dearing. I did find out later that Mr. Dearing had manipulated the computer note system used by Bellsouth employees in such a manner that any request that I made to Bellsouth had to be handled by him.

Mr. Dearing may have been involved in the assigning of the 231-5100 phone number to my home. I believe Mr. Dearing may have hindered other Bellsouth employees from correcting the annoying calls coming into my home. At one point in time I had reached a tentative agreement with Mr. Jeffrey Wolff, the general manager of the Marriott Inn in Lexington to help solve the problem of the nuisance calls but when I called Bellsouth customer service to inform them of our agreement, I shortly thereafter received a call from Mr. Dearing, who stopped the arrangement from proceeding.

I have not seen the correspondence between GTE and Bellsouth about sharing the costs to fix the directory assistance information system. I believe such correspondence and notes exists and I would ask that the Public Service commission request copies for the complaint file. I would like to see copies of those documents and notes. Not only were the calls coming into my home annoying, the improper number information given to the

caller by directory assistance operators caused the caller to make two or more unnecessary long distance calls to finally reach the Marriott Inn. No doubt the phone companies have enjoyed thousands of dollars of extra revenue from the unnecessary long distance calls that resulted from the phone companies failure to correct the problems with directory assistance. I am sure the Marriott Inn has lost thousands of dollars of revenue from frustrated callers who could not reach the hotel because directory assistance gave out an incomplete or the improper phone number.

The Public Service Commission needs to conduct a through investigation of why Bellsouth and GTE did not fix the directory information problem that Mr. Friebert so expertly points out in his July 14, 1995 letter and memo. The problems still exist today and the PSC needs to take appropriate action.

I continued with my efforts to fix the problem but I was not getting any cooperation from the phone companies who were the only parties who could make the necessary changes to correct the problem. In January of 1997 I purchased a Motorola PPS phone system that I hoped would allow me to end the nuisance calls coming into my home. This system was a combination cellular and landline system but it did not work as advertised and was returned to Motorola.

Shortly thereafter I had my home phone number set up on a "no answer transfer" option so that if a caller called the home and the phone was not answered after two rings the call automatically transferred to my office phone. The office phone was similarly set up to transfer after two rings to my cellular phone. My mother had moved to another location and my son was not home that much so I set up the "no answer transfer" system so any customer calling my home would automatically have his call transferred to my office. I then began to receive calls for the Marriott Inn that went through two transfers and came to my cell phone. The same old routine occurred were the caller would hear me answer the cell phone with a simple "hello", hang up and then call back immediately hoping to get the greeting of someone on the Marriott switchboard. I have always tried to talk with the caller to ascertain were they got the information to dial the number they dialed and then I would always try to give the caller the correct number for the Marriott. Not only were the calls to the cell phone a nuisance they were costing me a cellular usage charge.

I again asked Bellsouth to stop the calls. Bellsouth continued to offer to change the number but they would not pay anything toward the costs. I had by this time realized that for some reason unknown to me the phone companies were refusing to correct the problem, so I told them I would change the number if the phone company would pay all or some of the costs that I would incur. They refused.

In February of 1999, I notified Bellsouth that I was going to keep a detailed record of the calls that came into my home number and I would submit the list when I paid my phone bill and I wanted a credit of \$2.00 per call to compensate for the cost of cellular charges and for providing directory assistance to the caller. The reality was that I was

giving the caller the correct number for the Marriott after he had been given an incomplete or incorrect number by phone company directory assistance. My reasoning was that if the phone company can charge for directory assistance which is incorrect then maybe the I could charge for giving the correct directory assistance information. It was my hope that my requests for reimbursement for the cell phone cost and the correct directory assistance would bring a resolution to the problem.

The next phone bill I received after submitting the list of calls and the request for credit did not show the credit on the bill. I called Bellsouth's customer service. During this call the Bellsouth employee did confirm a note on the account made in February 1999 about the future request for credits for directory assistance. This lady offered to issue a one time credit to the account to wipe out the balance. I told her I appreciated her offer but I wanted either a permanent stop to the calls or a permanent arrangement for reimbursement for my cell phone cost and my time giving the callers the correct area code and number. This lady said she only had authority to offer a one time credit so she gave me an address to write to.

I mailed a letter on April 6, 1999 to Bellsouth at an address given to me. This letter covered the request for the credit already submitted and it mentioned that as many as a hundred calls may occur in late April and early May because of the Derby and the next request for credit would be for more than the balance on the phone bill.

Several weeks went by and I received no response to the April 6, letter. In late May I called Bellsouth customer service and made an inquiry about the April 6, 1999 letter. The customer service rep I spoke with looked up the account notes and mentioned that it was noted that the letter had been forwarded to another department.

On May 28, 1999 I sent a second letter to the same address as the April 6, 1999 letter. As of July 10, 1999 I have not received a written response to either letter about the account balance and the credits for directory assistance.

On May 27, 1999 I prepared a letter to the Public Service Commission attaching a copy of the April 6, 1999 letter to Bellsouth. My letter to Mr. Geoghegan of the Public Service Commission says that my Bellsouth billing does not reflect the billing items discussed in the April 6, 1999 letter to Bellsouth. The letters are an indication that a dispute exists concerning the Bellsouth bills.

Sometime in June of 1999 I received a call from Ms. Joan Duncan of Bellsouth to discuss the nuisance calls. As I recall Ms. Duncan informed me she had not seen the April 6<sup>th</sup>, and May 28<sup>th</sup> letters. Ms. Duncan asked if I remembered dealing previously with Ms. Mary Porter of Bellsouth and I informed that I did have several conversations with Ms. Porter in the past.

Ms. Duncan seemed sincere about stopping the calls coming into my home phone and transferring through to my other numbers. She indicated she needed to talk directly to



the callers and question them about the source of the information that caused the caller to dial my area code and number. I told Ms. Duncan that I had been told for years the calls were simply misdialed numbers but after talking with several of the callers I was sure that the caller were being given the wrong area code information by directory assistance operators. I also told Ms. Duncan that many of the calls came from car phones and I assumed these callers got the number from some type of directory assistance available to person's using a car phone. I gave Ms. Duncan a caller's name who had called a few days before, who was a minister in Louisville and the call came from his church.

I also gave Ms. Duncan my permission to allow Bellsouth to place 'traps' on my line so she could have a daily report of the numbers that called into my phone system. I told her that this would be quicker than her waiting for the submission of my list with my phone payment. During certain periods of time my caller ID device would fill up with numbers and I would lose some of the caller ID information before I could transfer the information. The "traps" would not only give Ms. Duncan ready access to the callers numbers it could also serve as a basis for the credit I was requesting.

During this phone conversation I informed Ms. Duncan about the offer of a one time credit to wipe out the account balance and that I had requested either stopping the calls completely or setting up a permanent billing procedure to handle a credit for my cell phone calls and my directory assistance.

I assumed that Ms. Duncan was working on the problem. Each month since February 1999 after notifying Bellsouth of my request for a monthly credit, I did mail a check for \$40.00 to pay an amount equal to the current monthly charges on the phone bill.

At about 4:00 p.m. on June 25, 1999 my office phone rang. The caller was a Ms. McCabe from Covington Kentucky. She was trying to reach the Marriott Inn. During my conversation with Ms. McCabe she told me she had picked up her home phone which was 606-337-8926 and dialed 411. She asked the operator for the phone number of the Marriott Inn in Lexington. She was told the number was 231-5100. Ms. McCabe told me she had to immediately redial 411 because she needed the area code with the number. The operator supposedly told her the area code was 502. Ms. McCabe dialed the area code and number that she had been given after two calls to 411 from her home and her call routed through my home to my office.

A few minutes after talking with Ms. McCabe and giving her the correct area code and number for the Marriott Inn, I called Joan Duncan to give her the details of the McCabe call. I told Ms. Duncan that I had informed Ms. McCabe that a Bellsouth employee might call her in the near future to verify the information she had given me. I told Joan Duncan about what I had told Ms. McCabe and I told Ms. Duncan to call Ms. McCabe as soon as possible and to determine which directory assistance Ms. McCabe reached when she dialed 411 from her home. By calling Ms. McCabe immediately perhaps the names of directory assistance operators on duty could have been determined. During a

phone conversation with Ms. Duncan on July 2, 1999 she told me she had never been able to talk with Ms. McCabe.

A few days later I called the Public Service Commission and obtained the number of Ms. Phyllis Masters of GTE in Lexington. I was told that Ms. Masters is in a similar position with GTE as Ms. Duncan is with Bellsouth. I repeated the McCabe phone call information completely to Ms. Masters of GTE and asked that she investigate to determine which directory assistance operators had provided the incorrect information to Ms. McCabe.

On Friday July 2, 1999 I attempted to use my home phone before going to work and found it was not working. I called the home number from my cell phone and heard a message that the number had been temporarily disconnected. I called customer service from my office and was informed that the phone had been disconnected because the bill had not been paid. A Ms. Webster who was a supervisor told me that Ms. Duncan had entered notes that morning onto the Bellsouth Computer note system indicating there was no dispute about the bill and that the Public Service Commission had given Bellsouth the permission to cut off the phone.

I called Ms. Duncan and left her a voice message that I had received no letter from Bellsouth nor the Public Service Commission responding to my May 27, 1999 letter to the PSC. I informed Ms. Duncan that the balance of the bill had been disputed in writing on April 6, 1999 and May 28, 1999 and that I had received no written response to either letter. My message to Ms. Duncan informed her that according to Kentucky Administrative Regulations disputed bill information is to be treated as current until the dispute can be settled. I requested Ms. Duncan turn the service back on until our dispute could be settled by asking the Public Service Commission to review the informal complaint and the formal complaint. Ms. Duncan refused to turn the service on.

I placed a call to Mr. Geoghegan of the PSC that morning and informed him that the May 27, 1999 letter to him was an informal complaint which had not been resolved and I had received nothing in writing referring to the May 27, 1999 letter to the PCS. I told Mr. Geoghegan, I would be filing a formal complaint very shortly and Mr. Geoghegan mentioned that he would immediately mail the forms for the formal complaint. I received the forms on Saturday July 3, 1999. During my conversation with Mr. Geoghegan on July 2, it was my impression that the Public Service Commission had not received a written response from Bellsouth concerning my May 27, 1999 letter to the PSC.

On the afternoon of July 2, I made several more calls to Bellsouth informing them that the bill was in dispute and that Kentucky Administrative Regulations clearly stated that disputed billing items must be treated as current items until the dispute is resolved or answered. No one at Bellsouth could locate the April 6 or May 28 letters nor did anyone admit to ever reading them.

I made two other requests that same day July 2, to two other Bellsouth officials to change the recording on the number to state "the number was non-working pending the resolution of a Formal Complaint filed with the Kentucky Public Service Commission." Bellsouth officials refused to change the message to the message which I felt more accurately reflected the reason the number was temporarily disconnected.

Neither of my requests to reconnect the number nor to change the recording were in place by the next day July 3. In order to have phone service for my home I purchased a wireless digital phone and entered into a service agreement on July 3, 1999.

As of July 10, 1999 phone service has not been restored by Bellsouth nor has a corrected message been placed on the line.

WHEREFORE, Complainant asks for the following:

(1). After complete and thorough review of the events covered in this complaint, I ask that the Public Service Commission withdraw the number 231-5100 from use anywhere in the State of Kentucky by any telecommunications company including Bellsouth and GTE and their affiliates for at least ten years. I ask that the current users of the number be allowed to have a proper message placed on the line which reflects the proper reason for the number no longer being in service.

(2) I ask the Public Service Commission to order Bellsouth and GTE to cover all costs to the users of the number 231-5100 which results from the discontinuance of the number in the State of Kentucky for the ten year period.


(3) I ask the Public Service Commission to conduct a thorough investigation from the time I received the number in February 1993 until the present to determine why Bellsouth and GTE did not act promptly to end the annoying and nuisance calls associated with the 231-5100 phone number. This investigation should also determine if either company or its employees willfully or intentionally refused to take proper and prompt action to eliminate the nuisance calls and if the failure to act promptly and properly interfered with the telecommunications of the users of the 231-5100 phone number, made them incur unnecessary costs, or caused disruptions to their person and or business activities and if the failure to correct the misleading directory information caused an unusual number of callers to incur unnecessary long distance expense trying to reach the Marriott Inn.

(4) I ask that the PSC investigate Ms. Duncan's actions and other Bellsouth employees to see if the Kentucky Administrative Regulations or the Fair Credit Billing Act were violated when the phone service was terminated on July 2, 1999 and appropriate action be taken.

(5) I ask that Bellsouth and or GTE assume the cost of the wireless digital phone service that I had to obtain on July 3, 1999 for a period of time not less that the period of time I have had the 231-5100 number. There are no regulations that prohibit either of these companies from absorbing the costs of the wireless digital phone system that is now used in my home and it was the only type of phone service available at the time.

(6) I ask the Public Service Commission to mandate in the future when a regulated phone company gives a customer a phone number that is a nuisance number or has been known to be a nuisance number that the phone company pay all of the costs that the customer incurs because of changing numbers. If such a policy were already in existence, these phone companies would be discouraged from continuing to sell nuisance numbers. Without such a policy the same situation that is detailed in this complaint will continue to happen to unsuspecting phone company customers.

Dated at Louisville, Kentucky, this 10<sup>th</sup> day of July, 1999

  
\_\_\_\_\_  
Joseph Franklin

Is your RETURN ADDRESS completed on the reverse side?

**SENDER:**

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a, & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

**3. Article Addressed to:**

Mrs MARY KARRNE  
 South Central Bell  
 PO Box 32410  
 LOUISVILLE KY 40232

**4a. Article Number**

P 268 121 315

**4b. Service Type**

- Registered
- Certified
- Express Mail
- Insured
- COD
- Return Receipt for Merchandise

**Date of Delivery**

DEC 23 1991

**5. Signature (Addressee)**

*Mary Karrne*  
 Signature (Agent)

**6. Signature (Agent)**

*Mary Karrne*  
 Signature (Agent)

**8. Addressee's Address (Only if requested and fee is paid)**

LOUISVILLE KY 40232  
 Address (Only if requested and fee is paid)

Thank you for using Return Receipt Service.

I also wish to receive following services (for an fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

PS Form 3811, December 1991 \*U.S. GPO: 1992-323-402

**DOMESTIC RETURN RECEIPT**