



JON HUNTSMAN Jr.
Governor
GARY HERBERT
Lieutenant Governor

State of Utah
Department of Commerce
Division of Public Utilities

FRANCINE GIANI
Executive Director

THAD LEVAR
Deputy Director

PHILIP J. POWLICK
Director, Division of Public Utilities

MEMORANDUM

DATE: July 31, 2008

TO: Public Service Commission

FROM: Division of Public Utilities
Philip Powlick, Director
Rea B. Petersen, Manager Customer Service

RE: A-Allstate Bonding Company vs. Eschelon Telecom/Integra
Docket No. 08-2263-01

Recommendation: **Schedule Hearing**

Complaint Analysis: Todd Harris filed an informal complaint with the Division of Public Utilities on April 23, 2008 on behalf of his company A-All State Bail Bonds. Mr. Harris stated he has six lines that have the capability of remote call forwarding. Mr. Harris had service with Qwest and was contacted by someone from Eschelon trying to get him to switch his service. Mr. Harris met with them and told them he needed to be able to take collect calls on all these lines. Mr. Harris was assured Eschelon could handle his service and needs. In his contract it states if for any reason Eschelon cannot provide the service they will pay up to \$65 per line to switch to another carrier. The service was switched. Mr. Harris did not notice for a while that he was not receiving collect calls from the jails. When he discovered this, he called Eschelon to find out what was wrong. Mr. Harris was told they could not provide the collect call service. Mr. Harris told them to switch three of his lines back to Qwest and he would honor his contract on the other three lines. Mr. Harris believes that Eschelon is stalling him from switching the service and they want to charge him extra which he does not feel he should pay since they misrepresented the service they could provide.

Integra's Response

May 5, 2008 - The customer has been unable to port the telephone numbers because his account has been suspended for non-payment. Eschelon sent the customer a disconnect notice dated April 15, 2008 with a disconnection date of April 25, 2008. The Company's records do not indicate any conversation regarding collect call capability until February 2008, at which time the customer was advised to contact a collect call provider to arrange for direct billing by the provider.

While Integra disagrees with the customer's statement that the contracted services were misrepresented, and believes that the customer is responsible for the services billed, Integra is willing to temporarily restore the customer's service and allow the new provider to port the numbers to avoid a prolonged dispute. Integra is willing to apply sufficient credits to bring the account to a zero (0) balance if the customer has moved the services to a new provider by May 19th, 2008.

May 16, 2008 - Integra received a port out request on May 14, 2008 from Comcast. However, it was rejected because the customer identifying information did not match the company's records. Integra is contacting the requesting carrier to address the incorrect information and facilitate the correction. Integra will work with Comcast to receive a new request as quickly as possible and will provide a shortened due date interval to allow the customer to move to the new provider without further delay.

May 21, 2008 - Integra has contacted Comcast to advise them what was needed to allow this port out to move forward expeditiously. We have not received a corrected LSR from Comcast with which to fulfill the customer's wish to leave our service. The customer did not leave Integra's services by the May 19, 2008 deadline therefore Integra is prepared to move forward with collection activity and put the customer's services back into a suspended state by the end of day May 22, 2008.

June 9, 2008 - The customer had been disconnected for non-payment, and Eschelon went outside of process to temporarily put the numbers back into service to allow the customer to port out to a new provider. Eschelon attempted to work with the new provider to expedite the port out. Eschelon received no further port out requests, and the customer continued to enjoy services when none should have been provided. As the customer was provided services temporarily to which they were not entitled, and as they had not moved off of Eschelon's network by May 19, the services were disconnected.

Unsettled Disputes

1. Mr. Harris provided information and has a witness to verify what he was told in his meeting with Eschelon's representative, Dianna Harris. He claims he was told they could provide service so that he could accept collect calls. Eschelon claims their records do not indicate any conversation regarding collect call capability when services were sold to Mr. Harris.

2. Mr. Harris claims there was a written guarantee that if for some reason Eschelon could not provide the service he needed they would pay up to \$65 for expenses to switch the line to another carrier. When Mr. Harris discovered they could not provide the service and he requested three lines switched to another carrier, he was charged an early termination fee. Mr. Harris claims he spoke with one of the engineers who told Mr. Harris he would credit the early termination fee, however Mr. Harris was not credited the \$65 per line credit guarantee for the three lines he switched to another carrier. Mr. Harris has since paid \$209.19 which he was disputing (\$65 per line for three lines plus late fees) to get his service restored. Mr. Harris feels this amount should be credited back to him based on the written guarantee.

3. Mr. Harris claims Eschelon has refused to port his one line to Comcast stating that they already had a "change order." Eschelon claims they did not receive a correct LSR from Comcast.

Based upon the unsettled disputes, the Division is recommending that the Commission schedule a hearing in this matter.