

August 1, 2008

Julie Orchard, Commission Secretary  
Public Service Commission  
Heber M. Wells Building  
160 E. 300 S. 4th Floor  
Salt Lake City, UT 84111

*Via Express Delivery Mail*

**Re: In the Matter of the Formal Complaint - A-Allstate Bail Bonding, D. Todd Harris, vs. Eschelon Telecom, Inc. dba Integra Telecom; Docket No. 08-2263-01**

Dear Ms. Orchard:

On April 23, 2008, D. Todd Harris of A-Allstate Bail Bonding (Complainant) filed an informal consumer complaint against Eschelon Telecom, Inc. dba Integra Telecom (Eschelon) with the Division of Public Utilities (DPU) after his services were disconnected for non-payment. Eschelon filed its response with the DPU, in which it offered to temporarily re-establish the Complainant's services so that the telephone numbers could be ported to a new carrier. Eschelon directed that the transfer occur within 14 days or services would again be turned down. The DPU initially closed the complaint as resolved on May 5, 2008, but reopened the matter on June 9, 2008 when the Complainant again contacted the DPU after his services were disconnected because he had not transferred the services to a new carrier as Eschelon had believed was his intention.

The Complainant filed a formal complaint with the Public Service Commission on July 3, 2008. Eschelon has reviewed the case file and herein provides its findings and response.

In his complaint, the Complainant provides more detail to support his refusal to pay the charges Eschelon had invoiced to him, the non-payment of which caused the Company to take disconnection action on the account. Mr. Harris describes telephone conversations (while Eschelon sales representatives might make "cold-calls" to potential customers, the Company does not engage in telemarketing sales) and meetings with a now-former Company sales representative. Mr. Harris alleges that the sales representative assured him that he could receive collect telephone calls over the Eschelon network. Eschelon does not have billing agreements with carriers that provide collect calling services and believes its sales representative may have been misinformed or unaware of the difficulties of transmitting calls from correctional facilities. However, separate arrangements can be made with these third-party carriers.

The Company's records indicate that Eschelon referred Mr. Harris to a third party billing company in February 2007 when he first reported the decline in the number of collect calls he typically received. In March of 2007, Mr. Harris wrote to Eschelon indicating he had been unable to establish the necessary billing relationships so that he could accept collect calls and requesting that he be released from his contract and reimbursed for the costs of changing carriers (\$65/line).\*

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\* Eschelon's Customer Satisfaction Guarantee stated that that Company would pay "up to" \$65/line towards the costs of transferring service. The Company typically required the customer to provide proof of any charges of that nature in order for the customer to be reimbursed.

The Complainant proceeded to move three of his six telephone lines to Qwest in April and May of 2007. Because services were reduced to less than 60% of the contracted amount, the Company automatically applied early termination charges, but subsequently set aside those charges on the condition that Mr. Harris leave the balance of the services with Eschelon. Beginning in June of 2007, the Complainant began to consistently short-pay his invoices by approximately \$200 – an amount he estimated was due to him for the costs of transferring three lines to a new carrier. A review of the Complainant's March, May and June 2008 invoices, provided by Mr. Harris with his formal complaint, shows that the Company did apply goodwill adjustments that appear to relate to the \$65/line reimbursement demanded by the Complainant (\$65.56, \$65.56 and \$57.60, respectively).

As was noted above, Eschelon offered to temporarily reinstate the Complainant's telephone numbers to allow Mr. Harris to port his numbers to a new carrier on the condition that the transfer occurred by May 19, 2008. The Company also offered to close the Complainant's account with a zero balance. Lastly, Eschelon attempted to work with the stated new carrier to expedite the port out, but received no follow-up from that carrier. On May 21, 2008 the Company advised the DPU that Mr. Harris had not transferred his services to a new carrier and asked if Eschelon was free to proceed to disconnect the services; Staff did not oppose this action. On June 9, 2008 the services were again disconnected.

Eschelon has only recently come to the realization that the Complainant had not been a party to the discussions between itself and the DPU and thus had not taken the actions required of him to effectuate the service transfer by the stated May 19, 2008 deadline. Eschelon regrets this oversight and wishes to put this matter to rest. To that end, Eschelon has contacted Mr. Harris and made arrangements to activate the three remaining telephone numbers (801-546-4272, 801-547-0766 and 801-547-6704) so that they can be transferred to a new carrier of Mr. Harris' choice. As of this writing, the numbers are available to be ported to a new carrier. The Company reiterates herein that the Complainant's account will be closed, and will make no attempt to collect early termination charges.

Should you or Commission Staff have any questions, please contact the undersigned.

Sincerely,

Cathy Murray  
Manager, Regulatory Affairs  
Integra Telecom  
Phone: 612-436-1632  
Fax: 612-436-6816  
Email: [camurray@integratelecom.com](mailto:camurray@integratelecom.com)

Cc: D. Todd Harris  
A-Allstate Bonding Company  
1554 N. Emerald Dr.  
Layton, UT 84040

Merilee Livingston, Utah Public Service Commission, via Email