

UT-030168 (F)

Williams, Kastner & Gibbs PLLC
A NORTHWEST LAW FIRM

RECEIVED
PERSONNEL MANAGEMENT
12680.133
FEB 6 AM 11:00
STATE OF WASH.
DEPT. AND TRANSP.
COMMISSION
David W. Wiley
Attorney at Law
(206) 233-2893
dwiley@wkg.com

February 5, 2003

VIA HAND DELIVERY

Ms. Carole Washburn
Secretary
Washington Utilities and Transportation Commission
1300 S. Evergreen Park Drive SW
P. O. Box 47250
Olympia, WA 98504-7250

Re: *Aronson-Campbell Industrial Supply, Inc. v. MCI Worldcom Communications, Inc.*

Dear Ms. Washburn:

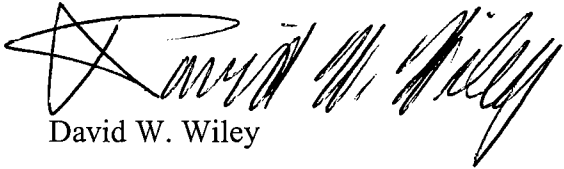
Attached please find Aronson-Campbell Industrial Supply, Inc.'s formal Complaint, along with 19 copies.

This matter previously had been subject to an informal complaint handled by WUTC staff Vicki Elliott and Lynda Johnson. Pursuant to WAC 480-09-120 2(c), we understand the Commission will serve the Complaint on the respondent and its representatives and thus have not affixed a certificate of service.

Should you have any questions or concerns regarding the formal Complaint, please do not hesitate to call me.

Very truly yours,

WILLIAMS, KASTNER & GIBBS PLLC



David W. Wiley

DAV:svb

Enclosures

cc (w/Encl.): Bruce Buchberger, Aronson-Campbell Industrial Supply
Dana A. Ferestien

1409873.1

RECEIVED
RECORDS MANAGEMENT
03 FEB - 6 AM 11:23
STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

ARONSON-CAMPBELL INDUSTRIAL
SUPPLY, INC.,

NO. TC -

Complainant,

COMPLAINT

v.

MCI WORLDCOM COMMUNICATIONS, INC.,

Respondent.

I. PRELIMINARY STATEMENT

Aronson-Campbell Industrial Supply, Inc. (hereinafter "ACISI" or "Complainant"), a Washington corporation, pursuant to RCW 80.04.110 and WAC 480-09-420(5), brings this Complaint against the activities of MCI Worldcom Communications, Inc. (hereinafter "MCIW" or "Respondent"), and asks the Washington Utilities and Transportation Commission (hereinafter "Commission" or "WUTC"), for an Order pursuant to RCW 80.36.180 and RCW 80.36.150 finding that the practices by MCIW complained of herein violate Commission law and rule in failing to adhere to the filed contract provisions and in involving the application of discriminatory rates and charge practices to the Complainant herein and public interest herein.

COMPLAINT - 1

ORIGINAL

Williams, Kastner & Gibbs PLLC
Two Union Square, Suite 4100 (98101-2380)
Mail Address: P.O. Box 21926
Seattle, Washington 98111-3926
(206) 628-6600

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II. STATEMENT OF FACTS

1.1 This formal complaint follows the filing of an informal complaint by ACISI against MCIW in letter dated June 18, 2002 (**Exhibit A**). As reflected in the log maintained by WUTC staff member Lynda Johnson (**Exhibit B**), MCIW failed to respond to ACISI's informal complaint in accordance with the applicable WUTC regulations and, as a result, has received numerous citations from the WUTC. The informal complaint letter and exhibits and Ms. Johnson's WUTC log are hereby incorporated by reference as if fully set forth below.

1.2 In late 1998 and early 1999, ACISI solicited bids from telephone carriers including MCIW to provide local and long distance phone service for ACISI's offices.

1.3 MCIW submitted the lowest bid, *i.e.* the prices quoted for local and long distance service were lower than any other carrier submitting any proposals to ACISI.

1.4 Based upon MCIW's low bid, ACISI selected MCIW as its phone company and entered into a three-year contract for phone services. The contract included price sheets setting specific rates applicable to each of ACISI's offices.

1.5 From the outset of the contract, MCIW charged ACISI rates higher than the rates negotiated between the parties and specified in the signed contract and was the source of frequent correspondence between ACISI and MCIW.

1.6 In August of 1999, MCIW authorized representative Thomas Doan met with ACISI at its offices to review the first three months of invoices and issued credits for the pricing errors in order to bring the charges into conformance with the price terms agreed to in the contract. But despite Mr. Doan's acknowledgement of the contract terms and their binding application to the parties' service relationship, MCIW has since continued to impose incorrect charges for the service provided to ACISI under the contract.

1 1.7 Prior to filing an informal complaint, ACISI contacted MCIW by telephone and
2 in writing to request an explanation for the overcharges in an effort to resolve the issue.
3 Because MCIW consistently failed (or refused) to respond to these requests, ACISI paid only
4 those portions of MCIW's invoices that were consistent with the parties' negotiated contract
5 and withheld payment for all charges it believed to be in violation of the contractually specified
6 rates.

7 1.8 As noted in Paragraph 1.1 above, MCIW has not provided any explanation for
8 the overcharges it has sought to impose upon ACISI. In addition, after ACISI filed its informal
9 complaint under WAC 480-09-150, MCIW threatened in writing to terminate ACISI's phone
10 service if full payment was not received immediately, which conduct also appears to violate
11 WAC 480-120-101.

12 1.9 In early 2002, ACISI contacted a number of other telephone companies to select
13 a new carrier for its telephone service. In light of the ongoing problems with and overcharges
14 by MCIW, ACISI desired to terminate its service with MCIW and switch its phones to another
15 carrier.

16 1.10 ACISI reached agreement with carrier Electric Lightwave to provide telephone
17 service for its three offices effective May 1, 2002.

18 1.11 However, because MCIW refused, and continues to refuse, to release ACISI's
19 telephone numbers, ACISI has been unable to switch its service to Electric Lightwave or any
20 other carrier. Although MCIW failed to provide any substantive basis for its overcharges, it
21 has demanded payment of approximately \$70,000 in addition to the fees already paid before it
22 will release ACISI's phone numbers. ACISI's critical business telephone exchanges are
23 thereby being held hostage by the apparent stonewalling conduct of MCIW.

1 1.12 The WUTC has now amended WAC 480-120-061(2), effective July 1, 2003, to
2 specifically prohibit carriers such as MCIW from withholding, or refusing to release, a
3 customer's telephone numbers. In light of this rule, the staff of the WUTC has specifically
4 requested MCIW to provide a written explanation for its refusal to release ACISI's telephone
5 numbers. MCIW has never responded to this request. At present, ACISI's telecommunication
6 service and telephone numbers are held hostage by Respondent's intransigence in resolving
7 this dispute.

8 1.13 Absent intervention and relief from the WUTC, MCIW has presented ACISI
9 with a "Hobson's Choice." On the one hand, ACISI can pay MCIW's \$70,000 in overcharges it
10 disputes so that it may obtain the release of its vital telephone exchange numbers and change to
11 a new carrier. Should ACISI do this however, it could not subsequently seek reimbursement
12 because of MCIW's present insolvency and bankruptcy. On the other hand, ACISI must
13 continue to use MCIW as its telephone carrier and suffer both the imposition of excessive rates
14 and charges if MCIW continues to charge rates in contravention of what was negotiated and
15 provided for by contract and MCIW's improper threats to terminate service any time for
16 nonpayment of the invoiced charges that remain in dispute.

17 II BASES FOR COMPLAINT

18 2.1 Based on the foregoing, ACISI alleges that the continuing conduct of MCIW
19 has effectively chilled its ability to contract for fair, reasonable and efficient
20 telecommunications service in violation of its contract for service on file with the Commission
21 in contravention of RCW 81.36.180, et seq. which prevents unreasonable charges and practices
22 by telecommunications company providers.

23 2.2 Similarly, MCIW's refusal to release ACISI's telephone numbers violates
24 Commission policy and prospective WAC 480-120-061(2).
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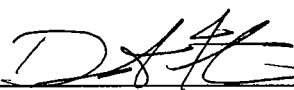
III. PRAYER FOR RELIEF

WHEREFORE, Complainant prays for the following relief:

1. For an order granting this complaint and resolving the disputed tariff application charges sought to be imposed upon ACISI by Respondent;
2. For an order requiring Respondent to release ACISI's telephone numbers for use by it with another telecommunications provider; and
3. For such other and further relief as the Commission may deem just and proper.

RESPECTFULLY SUBMITTED this 4th day of February, 2003.

WILLIAMS, KASTNER & GIBBS PLLC

By 
David W. Wiley, WSBA #08614
Dana A. Ferestien, WSBA #26460

Attorneys for Complainant,
Aronson-Campbell Industrial Supply, Inc.

Dana A. Ferestien
Attorney at Law
(206) 233-2892
dferestien@wkg.com

Two Union Square
601 Union Street, Suite 4100
Seattle, Washington 98101-2380
P.O. Box 21926
Seattle, Washington 98111-3926
Telephone (206) 628-6600
FAX (206) 628-6611

June 18, 2002

12680.133

VIA U.S. MAIL

Vicki Elliott
Washington Utilities & Transportation Commission
Box 47250
Olympia, WA 98504-7250

Re: Informal Complaint on behalf of Aronson-Campbell Industrial Supply against MCI
Worldcom

Dear Ms. Elliott:

In follow-up to our telephone conversation last week, we represent Aronson-Campbell Industrial Supply. They have requested that, pursuant to WAC 480-120-101, we file this complaint on their behalf against MCI Worldcom ("MCIW") as a result of MCIW's persistent and repeated overbilling of Aronson-Campbell's account. A copy of the signed authorization form allowing us to act on Aronson-Campbell's behalf is attached as **Exhibit A**.

Aronson-Campbell's complaint against MCIW concerns the telephone service accounts for its three offices in Bellevue and Spokane, Washington and Portland, Oregon. Aronson-Campbell entered into a three-year contract with MCIW in February of 1999 for this service. A copy of the contract, including the rate sheets identifying the specific recurring service charges for each office, is attached as **Exhibit B**.

Since the outset of the service, there have been numerous problems with MCIW's billing practices. Anderson-Campbell's complaint concerns MCIW's consistent overbilling of the recurring charges identified in the contract and MCIW's failure to investigate or to take any corrective action for these incorrect charges. Aronson-Campbell has contacted MCIW by telephone, e-mail and letter on numerous occasions to request resolution of this problem but has received no substantive response. Copies of Aronson-Campbell's e-mails and letters are attached as **Exhibit C**.

Aronson-Campbell's contract with MCIW fixed the charges for recurring service provided to each office. Aronson-Campbell selected MCIW for its telephone service in February 1999 after putting the work out to bid and determining that MCIW's charges were the lowest among a number of bidding telephone service providers. Since the outset of the contract, however,

EXHIBIT A

Vicki Elliott
Washington Utilities & Transportation Commission
June 18, 2002
Page 2

MCIW has billed Aronson-Campbell for charges that, on their face, are inconsistent with the recurring service rates set by the contract. By way of example, MCIW's February 2, 2002 invoices for each of Aronson-Campbell's three offices are attached as **Exhibit D**. Also included with Exhibit D is Aronson-Campbell's reconciliation for these invoices, which identify the incorrect billings in these invoices.

Aronson-Campbell is now compelled to file this complaint with the UTC in order to obtain resolution of this matter because MCIW has recently threatened to discontinue service on the basis of claimed past due charges in excess of \$80,000. Copies of MCIW's correspondence are attached as **Exhibit E**. Aronson-Campbell disputes all of these charges as incorrect and contrary to the terms of the parties' contract.

The UTC also should be aware that Aronson-Campbell is not the only MCIW customer to experience this type of persistent overbilling. Attached as **Exhibit F** is an April 17, 2002 USA Today article documenting a remarkably similar problem experienced by another MCIW customer.

Finally, we enclose as **Exhibit G** a copy of our letter to MCIW notifying them of this complaint and the Washington regulation prohibiting termination of Aronson-Campbell's service during the pendency of the investigation.

Thank you in advance for your efforts to investigate and resolve this matter. Please do not hesitate to contact me should you have any questions or if there is any information or documents that we can furnish to assist with the investigation.

Sincerely,

WILLIAMS, KASTNER & GIBBS PLLC



Dana A. Ferestien

DFE:wpc
Enclosures

cc: MCI Worldcom (w/encl.)
Attn: Ralph G. Goodlet
Bruce Buchberger (w/o encl.)

Brown, Sandra

From: Ferestien, Dana
Sent: Friday, November 15, 2002 4:40 PM
To: Bruce Buchberger (E-mail)
Subject: FW: WA - UTC complaint 77685 for Aronson-Campbell Industrial Supply, Inc.

Bruce, I just received this from Lynda Johnson.

Dana

-----Original Message-----

From: Lynda Johnson [mailto:ljohnson@wutc.wa.gov]
Sent: Friday, November 15, 2002 4:24 PM
To: Ferestien, Dana
Subject: WA - UTC complaint 77685 for Aronson-Campbell Industrial Supply, Inc.

----- Forwarded by Lynda Johnson/WUTC on 11/15/2002 04:15 PM -----
Washington UTC Complaint 77685

Company: MCI WorldCom Communications, Inc.

Customer: Account# 8770066197
8770066208
8770066216

Aronson-Campbell Industrial Supply
Inc.
Contact: Dana A. Ferestien, Attorney
1700 136th Place NE
Bellevue, WA 98004
Phone: (425) 372-2000

Complaint: 77685 Serviced by: Lynda Johnson
Opened on: 07/02/2002 Grouped by: Disputed Bill

Description:

SEE HARD COPY - LETTER SENT BY ATTORNEY ON BEHALF OF CUSTOMER.

Customer states that the Co. has overbilled them for the duration of their service on a 3-year contract which was agreed upon in February 1999 for locations in Seattle, Spokane and Portland.

Customer has made repeated requests to the Co. to review bills and make corrections. At this point the customer has an outstanding bill of over \$80,000, however will not make payment until the account is corrected. Customer very willing to pay the correct amount owed, when the adjustments are made.

Customer wants Co. to release lines so they can port to different company.

7/1/02 10:00 AM -- Passed to Scott Benke & MCIWorldcom Complaint Rolodex

Activity:

*** 07/05/2002 02:15 PM Email: Lynda Johnson << Letisha Bates
This letter is in response to the complaint filed by the above named customer, regarding their dispute with WorldCom.

Upon receipt of the dispute, I immediately reviewed the account to determine the cause for the customer's concerns. What I learned was that this dispute has been submitted to WorldCom on several other occasions and our response has remained the same. The problem is, the Aronson Campbell Industrial Supply (ACIS) does not agree with our findings.

Our records indicate that on 9/3/99 the account was issued \$6126.00 as goodwill credit submitted by the original sales representative. On 9/30/99, the account was issued \$1797.00 (account #8770066197) for the 9/99 inv (recurring charges). Also, on 9/30/99, the account was issued \$1011.91 (account #8770066208) for the 6/21/99 - 8/31/99 invoices (recurring charges). Then on 10/15/99, the account was issued \$942.43 goodwill credit for vendor charges their incurred on 9/10/99.

At one point, customer was disputing the fact that circuit charges were billing on the wrong account. However, there was nothing wrong with the amount billed, the charges were just billing on the wrong account under the group. Our Dispute Resolution Team Representative, Ralph Goodlet, placed an order and had the charges moved to the correct account, but no credit was involved.

As stated above, the customer's issues have been submitted several times and has been addressed by Dispute Resolution & Research Department as well as Account's Receivables Department. We have checked the rates and customer is billing according to the contract. The CCVD is what lowers the base rate to the discounted rate and the CCVD's are billing the same since the install of the account. The Monthly Recurring Charges (MRC's) are also billing correct according to the products that the customer has. As we know it, the customer's main issue has been the MRC'S that are billing on Sub-Account #8770066216. The account is billing \$2,300.27, plus local MRC's, but customer is disputing that the rate stating it was suppose to be \$1165.50. The contract actually states \$2,048.58 worth of MRC's, but the contract was signed back in February 1999, and since then, the pricing has increased several times. Dedicated products are Tariff and they are subject to rate increases from time to time. The contract only guarantees the discount, not the rate. Therefore, the account is billing correctly and no credit is due. As per our Accounts Receivables Department, Jim Shanks, the telephone lines will not be released until an agreement is met between WorldCom and Aronson Campbell Industrial Supply to bring the account current. There is a \$79, 976.63 balance due on the account.

Should you need further assistance regarding this matter, please call me at 800-214-7173.

Sincerely,
Letisha A. Bates
Lead Representative
Corporate, Executive, & Regulatory Complaints
cc: Sandy Walker - WorldCom Regulatory

*** 07/09/2002 04:34 PM Email: Lynda Johnson >> Letisha Bates
Letisha,

Thank you for your response on this complaint. I do need additional information and have a few additional questions:

1. You stated in your response that the contract only guarantees the discount, not the rate. Therefore, the account is billing correctly and no credit is

due. However, it appears from reviewing the contract that it doesn't give discount rates, rather it appears to be flat rated. As the copy of the contract that I have is of poor quality, could you please let me know where the contract states that the rates will change?

2. The customer states that he is billed for frame relay in Spokane, which he didn't have. Is that the account which was billed incorrectly?

3. Please send me the customer's bill history on this account.

Thanks,
Lynda Johnson
Consumer Affairs
WUTC

*** 07/10/2002 08:56 AM Voice Mail: Lynda Johnson >> Dana Ferestien,
Attny - Cust.
Left VM for call back.

*** 07/10/2002 10:02 AM Voice Mail: Lynda Johnson << Dana Ferenstien
Left VM returning my call.

*** 07/10/2002 02:02 PM Voice Mail: Lynda Johnson >> Dana Ferenstien
Left another VM - told him that I may send an email if I'm not able to reach him by phone today.

*** 07/10/2002 03:48 PM Email: Lynda Johnson >> Dana Ferestien
Mr. Ferestien,

I'm sorry I have been unable to speak to you by telephone today. I need to ask a couple of clarifying questions.

1. Has Aronson-Campbell has been paying their undisputed portion of the charges by MCIW?

2. When was the last payment made?
3. How much has been paid on this account to date?

According to WAC 480-120-081(5)(g), undisputed amounts are to be paid. Although, I do realize that the undisputed amount have been difficult to figure, due to the dispute in charges.

MCIW has sent a response which basically states that they have reviewed the

dispute several times and have offered some credit in the past. However, at

this point they are sustaining charges, a correct and valid. I have asked

for a billing history from MCIW and will investigate whether the charges are correct according to the contract.

*** 07/10/2002 09:05 PM Email: Lynda Johnson << Ferestien, Dana Linda:

Thank you for the update. I will forward your questions to Aronson-Campbell and try to get responses to your questions as soon as possible. At this point, it is my understanding that Aronson-Campbell makes regular monthly payments and has attempted to pay all amounts due per the stated contract rates.

Sincerely,

Dana A. Ferestien

*** 07/17/2002 08:25 AM Email: Lynda Johnson << Letisha Bates Lynda,

The customer has contacted our Collection's department and wants to have a conference call with me to discuss his account. Is that okay to do that? Please advise.

Thanks,

Letisha Bates

*** 07/17/2002 08:37 AM Email: Lynda Johnson >> letisha.bates Letisha,

Yes, it is o.k. for you to have a conference call with the customer upon asking for permission from the Commission. Please inform me of the outcome.

Thanks,

Lynda Johnson

*** 07/17/2002 03:40 PM Phone: Lynda Johnson << Dana Ferenstein Called and said that he would be sending the information I requested from

the customer to me tomorrow. I asked him if he participated in the conference call between the customer and MCIW. He said that it was postponed until 7/18.

He asked if I could send him the response from MCIW. I told him I would.

*** 07/17/2002 05:17 PM Email: Lynda Johnson >> Dana Ferenstien
Sent MCIW initial repsonse.

*** 07/18/2002 09:52 AM Email: Lynda Johnson << Ferestien, Dana
Lynda:

Thank you for forwarding me the response email from Letisha Bates at MCI WorldCom. Bruce Buchberger and I reviewed it yesterday afternoon in advance of the telephone conference with MCI WorldCom this morning.

Unfortunately, when we spoke with Ms. Bates this morning, she did not have any Understanding of Aronson-Campbell's complaint and was not even aware of our June 18, 2002 complaint letter which was copied to Ralph Goodlet at MCI WorldCom. Although Ms. Bates and Mr. Goodlet work in the same office, he had never provided her with our materials. Accordingly, Ms. Bates' July 5, 2002 email amounts to a "non-response" that entirely fails to address the basic problem, i.e. that from the outset of the relationship MCI WorldCom has charged Aronson-Campbell at rates in excess of the rates specifically agreed upon and set forth in the contract that resulted from Aronson-Campbell's competitive bidding process three years ago.

At our request, Ms. Bates agreed to obtain a copy of the complaint from Mr. Goodlet so that we may have a follow-up conference either tomorrow or early next week. As indicated in my June 18 letter, Aronson-Campbell has been trying to get an explanation for these apparent and substantial billing discrepancies for more than three years. Hopefully Ms. Bates will finally be able to provide a substantive response within the next few days.

As you know from our discussions, Aronson-Campbell has been trying to transfer its service from MCI WorldCom to Electric Lightwave without any more delay. Several months ago, Electric Lightwave agreed to rates that would provide Aronson-Campbell with a \$2,000 monthly savings, but MCI has refused to release the phone numbers to allow for the transfer. Furthermore, Aronson-Campbell is tired of dealing with MCI WorldCom's unwieldy bureaucracy. I understand that Vicki Elliott has been talking with an Electric Lightwave representative about this transfer. It is our hope that the WUTC will approve the transfer so that MCI WorldCom cannot continue to hold Aronson-Campbell hostage while it continues to ignore these apparent service and billing problems.

Please give me a call if you have any questions regarding this morning's conference. I will follow-up with Vicki Elliott later today regarding the

transfer issue.

Sincerely,

Dana A. Ferestien

*** 07/23/2002 04:44 PM Letter: Lynda Johnson << Dana Ferestien
SEE HARD COPY

Sent letter in response to the questions I asked on 7/10/02.

I write in follow-up to your July 10, 2002 email and to provide responses to the questions you have posed. Your questions and Aronson-Campbell's responses are set forth below:

1. Has Aronson-Campbell been paying their undisputed portion of the charges by MCI Worldcom?

Yes. Aronson-Campbell sends checks every month for the contracted charges and all long distance charges. Aronson-Campbell has not been able to make payments for taxes or service charges as it has been unable to determine how MCI Worldcom calculates those sums and whether they are proper under the terms of the contract. Aronson-Campbell has made multiple requests to MCI Worldcom for clarification by MCI Worldcom has not responded. For this reason Aronson-Campbell has disputed the taxes and service charges at least on a preliminary basis.

2. When did Aronson-Campbell make its last payment to MCI Worldcom?

Aronson-Campbell made its most recent payment on June 12, 2002 in the amount of \$8,714.68.

3. How much has been paid on this account to date?

Aronson-Campbell has made payments totaling \$160,277.00 to date.

With regard to MCI WorldCom's response, the only credits that have ever been made were for "goodwill credits" and service charges in October 1999. The goodwill credit was to compensate overbilled Aronson-Campbell for long distance between June and September 1999 but never issued any credit. With regard to the service charges credits, MCI Worldcom subsequently reimposed those charges without explanation.

Also, Aronson-Campbell was very puzzled by MCI Worldcom's claim that its charges are correct and valid as the rates changed every month during

the
first
6 months of the contract. There does not seem to be any possible
explanation
that would justify this course of events.

Thank you for your assistance. Please let me know if you require any
further
information.

*** 07/23/2002 05:16 PM Email: Lynda Johnson >> Letisha Bates
Letisha,

I sent an email on 7/9/02 asking specific questions regarding this
complaint
and the account and have not received a response. I also would like to
know
the outcome of the conference call you had with Aronson-Campbell, and
their
attorney, Mr. Ferestien.

Is MCI Worldcom agreeable to releasing the customer's service, so they
can
port
to another carrier, then working out and agreeable settlement?

Thanks,
Lynda Johnson
WUTC

*** 07/24/2002 06:54 AM Email: Lynda Johnson << Letisha Bates
Lynda,

The conference call did not last very long because when the customer
began
explaining his actual dispute, we discovered that the information he was
providing was not part of the dispute I received. He & his attorney
advised that the dispute he was referring to was sent to another
WorldCom
representative and they suggested that Carmen Ojeda (Collection
Representative) obtain the file from him and get back with the customer.
After which, they are going to provide some information to me and then
another conference call will be scheduled. I will try to assist, but
his
dispute was not part of the what I initially worked on. so far, I have
not
been contacted or provided with any information. This may be due to the
fact that the original person who worked the dispute is taking ownership
to
correct the customer's issues. As far as I know, the lines will not be
released until it has been determined whether or not WorldCom is the
cause
of the problem to the extent that the customer would be granted a
release
from their contract.

When you gave permission to speak to the customer to resolve his issue
and
he added his attorney, I thought you got out of the loop and that's why
I
did not involve you in the latest status. I guess that was my mistake.
Thanks,

Letisha

*** 07/24/2002 04:10 PM Fax: Lynda Johnson >> Dana Ferestien
SEE HARD COPY

Letter addressed to Vicki Elliott and Lynda Johnson and copy of
disconnect
notice sent to customer by MCIW.

Letter States:

Enclosed is a copy of a discontinuation notice Aronson-Campbell
Industrial
Supply (AC) received from MCIW earlier today. The notice is extremely
troubling to ACIS as MCIW now is not only disregarding ACIS's ongoing
complaints regarding billing practices, but also the WUTC's rule
prohibiting
the disconnection of service during the pendency of an informal
complaint
proceeding.

While MCIW has not yet disconnected service AC is extremely concerned
because
its entire business operation is dependent upon phone contact with
clients.
Any
discontinuation - even a very brief one - would cause irreparable
financial

harm to the company. Furthermore, given MCIW's pending bankruptcy, AC
would
have little hope of recovering any of the losses suffered as a result of
improper discontinuation.

You also should be aware that, despite representations by MCIW late last
week,
no representative has followed-up with AC regarding the issues raised in
the
pending informal complaint. As you know from my email last week, MCIW's
prior
response to the WUTC in no way addressed the specific issues of the
complaint.
The MCIW representative responding to you had not even seen AC's
complaint,

and, during last week's telephone conference, was completely incapable
of
providing any explanation for the inconsistencies between MCIW's binding
contract and its billings to AC.

Given these circumstances AC asks that the WUTC authorize AC's new
telephone
provider, Electric Lightwave to transfer AC's phone numbers from MCIW.
Also,
to ensure that there is no discontinuation of service before the
transfer
is
complete, AC asks that the WUTC place MCIW on specific written notice of
the
rule prohibiting discontinuation of service during the pendency of the
complaint.

*** 07/24/2002 04:16 PM In Person: Lynda Johnson << Vicki Elliott
Vicki let me know that she had just spoke to the Customer's attorney and

he

informed her that the customer had just received a disconnect threat from the Co. Asked if I would remind the Co. that they can not disconnect while the

complaint is open. Told her I would. She also was concerned that the Co. had not released the lines yet.

*** 07/24/2002 04:20 PM Email: Lynda Johnson >> Letisha Bates Letisha,

Yes, I am still very much in the loop. Until I have informed you that the complaint is closed on our end, it will remain open. Please send me any new information as you receive it.

I just spoke with the Assistant Director of our Consumer Affairs section and she relayed that she had received a call from the customer's attorney. Apparently, the customer has received a disconnect threat from the Co. which caused concern as they are trying to seek a resolution. I also want to let you know that a disconnection of the customer's service while the complaint is open would be a violation of WAC 480-120-081. Our Assistant Director is also concerned that the Co. has not released the service, as it appears that the customer has been making payments on what they consider the undisputed portion of their billing. Both of us would like to see the lines released,

with both parties continuing to work out an agreement for payment on the balance.

Thanks,
Lynda

*** 07/25/2002 07:02 AM Email: Lynda Johnson << Letisha Bates Lynda,

I will get with Carmen Ojeda regarding the disconnect letter that the customer received because we discussed that on the call & it was agreed that collection activity would stop until the dispute is resolved. It was also discussed that the lines would not be released until the issue is resolved. And as per Tariff, if the customer owes \$1000+ for toll free number usage, we are not obligated to release the lines. Now I have not researched the amount he has actually billed for toll free usage myself, but I didn't think it was necessary since it was agreed that the service would not be released at this time.

Per Carmen Ojeda (collector), she has not received the file from the

previous rep (Ralph Goodlett) that worked the customer's dispute. She says it has been taken to storage and a request has been put in to have it pulled. She will let me know when she receives it. I will review it in comparison to the account and try to help resolve the issue any way I can, but I'm not sure what I will find out. As I stated in my initial response to you, this issue has been address by Collections, Dispute Resolution, and our Research Department and they all conclude that the account is billing correctly. It just seems rather odd that all of these departments would have addressed the issue & found the same resolution, yet the customer continues to dispute. I don't need Ralph's file for his resolution, I need it for the documentation and information regarding the dispute. I can and will do my own research.

Thanks,

Letisha

*** 07/25/2002 12:26 PM Letter: Lynda Johnson >> Dana Ferestien
SEE HARD COPY - LETTER AND DISC. NOTICE WHICH WAS FAXED ON 7/24/02.

*** 07/26/2002 02:20 PM Email: Lynda Johnson >> Letisha Bates
Letisha,

Staff does not believe MCI can refuse the port this customer's lines to another carrier. Staff can find no provision in statute, rule, tariff, or order that allows MCI to refuse to port the customer's lines. Please let me know by what authority MCI believes it may do so.

Thanks,
Lynda Johnson

*** 08/06/2002 04:55 PM Email: Lynda Johnson >> Letisha Bates
Letisha,

On 7/9/02 I requested the customer's billing history and a copy of the contract signed by the customer. On 7/26/02 I sent you an email asking what provision in statute, rule, tariff, or order allows MCI to refuse to port the customer's lines and to please let me know by what authority MCI believes it may refuse to port.

I have not received a response to either request, nor any updates since your 7/25 email.

I am citing two violations of WAC 480-120-101(5), for not keeping the Commission currently informed of progress, and continue to cite daily violations until the information is received.

Thanks,
Lynda

*** 08/06/2002 05:00 PM Violation: 480-120-101(5) -
WAC 480-120-101(5), for not keeping the Commission currently informed of
progress. Asked the Co. for a copy of the contract and bill history.

Told
I would cite daily violations until received.

*** 08/07/2002 06:25 AM Email: Lynda Johnson << Letisha Bates
Lynda,

I am sorry for not getting back to you - a few days after your email, I
had a family emergency and have been out, just returning today. I have
not
spoken with anyone regarding the dispute since then. I don't even know
if

Carmen has the file yet or not for me to review. I do know that she has
been in touch with the customer and his attorney but I have yet to find
out
what has been discussed/resolved. I'm just getting back today & will
get
with her first thing this morning to see where we stand.

Again, I apologize for not getting back to you, but I was not at work
during this period. I will send you an email later today with any
information I find out from Carmen (Collections Department).

Thanks,
Letisha

*** 08/07/2002 06:32 AM Email: Lynda Johnson << Letisha Bates
((EMAIL SENT FROM LETISHA BATES TO EMPLOYEE AT MCIW))

Carmen,

Have you heard anything regarding this dispute? Have you received the
file
from Ralph Goodlet? I have been out & returning today and notice that
there wasn't anything on my desk for this customer. Would you please
get
with me soon as possible regarding this account. The commission is
going
to fine us if I cannot give her status of this customer's issue.

Thanks,
Letisha Bates

*** 08/08/2002 07:35 AM Email: Lynda Johnson << Letisha Bates
Lynda,

I am not getting any response from Carmen - I believe she may be out - I
will get with her supervisor today to see if she can check her desk for
any
information regarding this complaint & let you know what I find out.

Thanks,

Letisha

*** 08/09/2002 06:54 AM Email: Lynda Johnson << Letisha Bates
LETISHA BATES TO CARMEN W/ MCIW

Carmen,

I have spoken with my supervisor, Kelsy Farley regarding the issue and

she advised me to go to Lynn and request the file. I have copied her on this email to let her know we need this file. The customer refused to resend the file because he says he has sent too much information to Ralph Goodlet to resend again. He also says he NEVER received any form of a response from Ralph or the Dispute Resolution Team. Lynda Johnson at the commission is going to fine us because she has reopened the dispute & will not close it until the issues are resolved - she is demanding that we release the customers numbers to his carrier of choice if he wishes to do so and in the mean time, we are not to collect or disconnect his service. She is copied on this email as well.

I cannot revisit the customer's issue that Ralph did not address if I don't have the file. The customer refuses to resubmit the information.

Please do what you can to locate the file as soon as possible. Lynn, did you order the file from storage? Have you received it? Please advise.

Thanks,

Letisha

*** 08/09/2002 06:59 AM Email: Lynda Johnson << Lynn McGuire Yes-----It should be in today ----- late today !

Lynn McGuire
Legal Recovery/Bankruptcy Supervisor
210-484-4704
lynn.mcguire@wcom.com

*** 08/09/2002 04:30 PM Email: Lynda Johnson >> Dana Ferenstien Told Mr. that I still had not received an answer from the Co., although I thought I'd have information this afternoon. Mr. asked how the Commission would react if ELI just took the service from MCIW, without MCW's authorization. I told him that I didn't know and would have to speak to Vicki Elliott, and she would perhaps need to talk to telecommunications staff within the Commission. Told him I would forward any new information when it was received.

*** 08/09/2002 04:39 PM In Person: Lynda Johnson >> Vicki Elliott Talked to Vicki about Mr. Ferenstiens questions regarding ELI taking the service from MCIW. She said that neither her or I should give an O.K. for ELI to capture the service, as it would be impossible to guess how the Commissioners would feel about it.

*** 08/12/2002 10:04 AM Email: Lynda Johnson << Lynn McGuire Letisha-

I received 20 boxes marked "dispute files" from Iron Mountain and the Aronson Campbell dispute file was not there.

I went back to our file room and looked again, not there. I also looked again in our file cabinet on the floor, not there.

We do have cases where someone will go pull our files, without letting us know, and fail to return them. It's hard to keep track of them since we now longer have a dispute team in collections.

At this time I am unable to locate a dispute file for this customer. Sorry, not sure what else I can do.

Lynn McGuire
Legal Recovery/Bankruptcy Supervisor
210-484-4704
lynn.mcguire@wcom.com

*** 08/13/2002 01:46 PM Email: Lynda Johnson << Letisha Bates Lynda,

I have just received this response from Ralph Goodlet's supervisor, Lynn McGuire stating that she has not received the file obtaining all the information regarding the customer's dispute. She believes that someone may have pulled the file unbeknown to her or her department and has failed to return it.

Per our conference call with the Carmen Ojeda, the customer, his attorney, and myself, the customer stated he would not send the information again. Unfortunately, unless I have the information, I cannot revisit his issues. Would you please advise him that the information is needed in order to move forward regarding his dispute. The information that I received with the initial dispute I responded to only stated that the account was over-billed for 3 years and he wanted his lines released - I responded by letting him know of the credits that have been applied for what reason and what invoice. He in turn, advised me on the conference call that that was not his dispute and that all the information was forwarded to Ralph Goodlet.

Due to the fact that this file has been misplaced, I really need him to send me a copy of what he sent Ralph so that I will know exactly what his dispute is. If he sends it again, I will be his personal contact for the dispute. He will be provided with my name, contact number and he may have my supervisor's name/number as well.

Please let me know if he decides to send the information or not. Depending on how much information it is, he may fax it to 800-725-1168 or he may mail it to WorldCom, Attn.: Letisha Bates, 20855 Stone Oak Parkway, San Antonio.

TX. 78258.

Thanks,

Letisha Bates

*** 08/15/2002 11:54 AM Email: Lynda Johnson << Lynn McGuire
Letisha-

I found the file---you can pick it up at your convenience.

Lynn McGuire
Legal Recovery/Bankruptcy Supervisor
210-484-4704

*** 08/16/2002 08:38 AM Email: Lynda Johnson >> letisha.bates
Letisha,

It appeared from the email that I was cc'd on from Lynn McGuire that the customer's information was found, so I'm hoping that you don't need them to send you anything at this point. Let me know.

Thanks,
Lynda

*** 08/16/2002 11:39 AM Email: Lynda Johnson << Letisha Bates
No, Carmen is going to make a copy of the file & forward it to me so that I can determine what the customer's actual dispute is and try to help resolve it.

Thanks,

Letisha

*** 08/20/2002 02:18 PM Email: Lynda Johnson << Letisha Bates
lynda,

I have a copy of the file that Ralph Goodlet had. It is rather large, but mostly filled with invoices. There are in fact many letters/correspondence that the customer & his attorney sent, however, none of which indicate the anything different that was has been previously addressed by WorldCom. Unfortunately, there are any written correspondence from WorldCom to the customer other than the one I sent. However, per Ralph's log of the dispute, he and his supervisor, Lynn McGuire have made numerous phone calls to the customer regarding his dispute. The customer was not in agreeance with WorldCom's response to his claims and contends that the dispute has never been addressed, when in deed it has.

I'm a bit confused as to the next step.

Thanks,

Letisha

*** 08/20/2002 03:27 PM Email: Lynda Johnson >> letisha.bates
Letisha,

Then I would suggest that you look at the contract that the customer signed, then go through all of the bill copies to see if they were billed according to the contract, as that has been the customer's dispute from the inception of the service. I find it rather odd that the Co. has no records of any written correspondence to the customer, other than a few calls on a call log, after the customer has made a concerted effort to send so much information to the Co.

Have the lines been release yet? If not, please provide what provision in statute, rule, tariff, or order allows MCI to refuse to port the customer's

lines and to please let me know by what authority MCI believes it may refuse to port.

Thanks
Lynda

*** 08/20/2002 03:50 PM Email: Lynda Johnson >> Dana Ferenstien
Sent the Co. email 8/20 response.

*** 09/10/2002 06:44 AM Email: Lynda Johnson << Ferestien, Dana
Lynda:

It has been several weeks since we have heard anything on the status of Aronson Campbell's complaint. When we last spoke MCI WorldCom was still delinquent in responding to the WUTC with a detailed explanation for its billings and the basis for its charges. Has MCI WorldCom ever provided any written response? If so, can you please provide us with a copy. If not, how much longer do we have to wait for the WUTC to cite MCI WorldCom for rule violations?

As I have indicated before, MCI WorldCom has prevented Aronson-Campbell from switching its phone service to Electric Lightwave. We want to get this matter resolved as soon as possible so that Aronson-Campbell can finally switch services and begin realizing the substantial savings Electric Lightwave has offered since May 2002.

*** 09/10/2002 01:09 PM Voice Mail: Lynda Johnson >> Letisha Bates
Stated that I hadn't gotten a response regarding the reviewing of the bill copies with the contract, and that I haven't received any bill copies. Asked if the lines had been released yet. Told her that I wanted a call back with some sort of resolution, or the complaint would be escalated to a supervisor.

*** 09/12/2002 02:02 PM Email: Lynda Johnson << Letisha Bates
Carmen & I have reviewed the account & compared it to the information found in Ralph Goodlet's file and could not find anything in the file that has not been addressed.

Initially, I could not find anything in the file that indicated Ralph sent any written correspondence to the customer advising him of his findings regarding his dispute. Fortunately, I was able to locate a letter dated 2/1/02 that was sent to Mr. Woods advising that the account is billing according to the contract and he advised that the circuit that was billing on the wrong account has been corrected.

At that time the account had a balance of \$63,218.91 and Ralph advised him of the possibility of the service being interrupted if payment is not submitted.

Further review of the file reveals a response to this letter from the Bruce Buchberger, dated 2/5/02 that simply states the customer does not agree with Ralph's findings. Now, I did not find any other responses from Ralph to the customer, but the customer's attorney did send another letter on 6/18/02 basically saying the same thing.

I am having the account reviewed by a Billing Analyst to make sure we are billing according to the contract & I am waiting on a response. Once I receive the response, I will let you know the outcome.

Carmen has informed me that the toll free numbers will be released if the usage is paid. I assume she will work that out with the customer. However, if no payment is received, she will have to start collection proceedings.

Thanks,

Letisha Bates

*** 09/16/2002 12:36 PM Email: Lynda Johnson << Letisha Bates
I have just spoken to Carmen & she spoke with Bruce who again states that he is only paying what he feels he owes. We asked him for anything that he may have that would support his claim because all of the information we have indicate that the issues have been addressed & corrected - he said he didn't have time at the moment because he was going to a meeting - Although, he said he would call us back on Wednesday to discuss his issues. Once we have the call I will fill you in.

Thanks,
Letisha

*** 09/17/2002 12:45 PM Email: Lynda Johnson << Ferestien, Dana
Lynda:

When we spoke last Wednesday you mentioned that you were in the process of escalating the complaint because MCI WorldCom still had not responded. Where do things stand now? Could you please update me?

Sincerely,

Dana A. Ferestien

*** 09/17/2002 01:04 PM Email: Lynda Johnson >> Ferestien, Dana
Dana,

Below are the latest two response I have received from the Letisha Bates
of
MCI. It appears they are talking to Mr. Buchberger and will be speaking
to
him again on Wednesday. On my end, I will speak to Vicki about the
complaint this afternoon or tomorrow morning.

Thanks,
Lynda

09/12/2002 02:02 PM & 09/16/2002 12:36 PM - EMAILS FROM THE CO.

*** 09/18/2002 12:13 PM Email: Lynda Johnson << Ferestien, Dana
Lynda:

Bruce Buchberger spoke this morning with the two MCI representatives he
and
I had spoken with back in early July. You will recall that, at that
time,
the two representatives had not reviewed MCI's file or the complaint and
were unable to articulate any basis for MCI's substantive position.
They
were supposed to follow-up with us within a few days but never did so.
Bruce informs me that, during the conference this morning, the
representatives still were unable to explain the basis for MCI's
position
but again made the conclusory statement that the money is due.

As you can imagine, Bruce Buchberger is very frustrated with the lack of
progress and MCI's refusal to properly research the issue and provide a
substantive written response articulating the basis for its position.

One
of the representatives informed Bruce that she wrote to the WUTC by
letter
dated September 12 to provide some response to the WUTC's request for
information. If you did receive this letter, I would appreciate it if
you
could share a copy. We also ask that the WUTC press forward with its
informal complaint process. It does not seem fair that Aronson-Campbell
should be punished by MCI's failure to timely respond to both Aronson's
Campbell's and the WUTC's inquiries.

I will call you this afternoon to follow-up as well.

Sincerely,

Dana A. Ferestien

*** 09/20/2002 07:03 AM Email: Lynda Johnson << Letisha Bates
Lynn,

Carmen & I had our conference call with Bruce yesterday. We went over
his
account with him and he informed us of some information regarding
Ralph's
investigation of his account that was previously unknown to us.

As I am not a billing/contract specialist, I sent his account to a billing analyst to have his contract compared to his account page by page. The analyst did in fact find some errors & I am currently working on getting the errors corrected & credits calculated to be sent for management approval.

We agreed that once all that is accomplished we would have another conference call to sum things up. I informed Bruce that I will try to have the analyst on that call just in case he has any questions that Carmen & myself cannot answer. Bruce agreed that that would be a good idea.

He sent Carmen a payment on the account & she will apply it upon receipt. Hopefully, by next week we will have closure to this issue. Thanks,

Letisha

*** 09/20/2002 08:14 AM Email: Lynda Johnson >> Ferestien, Dana Dana,

Below is an email I received from MCI this morning.

Lynda

SENT 9/20 7:00 AM EMAIL FROM CO.

*** 09/27/2002 04:05 PM Email: Lynda Johnson >> Letisha Bates Letisha,

Could I please get a status update on this complaint by 10/2? Has the billing analyst provided you with any new information?

Thanks,
Lynda

*** 10/02/2002 07:49 AM Email: Lynda Johnson << Letisha Bates Yes, the necessary changes have been made to the account to correct the billing and credits have calculated & are pending approval - the amount will only be revealed when the approval has been given and the credit has been applied to the account - Carmen Ojeda (collections) and myself are in constant contact with the Bruce (customer)

Thanks,

Letisha

*** 10/02/2002 11:08 AM Email: Lynda Johnson << Letisha Bates I have just completed the credits for this account - credits were processed as follows:

(1) sub-account # 8770066197 - issued credit \$14,601.98 for Internet charges billed in customer charges as well as CPB for circuit #WZ897952

-
8/99 - 9/02 invoices

(2) sub-account #8770066208 - issued credit \$342.28 for digital trunk charges billed incorrectly at \$167.27 & should have been \$158.47 per month
- 7/99 - 9/02 invoices

(3) sub-account #8770066197 - issued credit \$631.89 for digital trunk charges billed incorrectly at \$283.44 & should have been \$269.04 per month - 7/99 - 9/02 invoices

(4) group account #4423 - issued credit \$2706.97 for Interstate Usage 5% discount promo not be implemented until 9/20/02 - 4/99 - 9/02 invoices - 10/2/02 - received confirmation from Kelsy Farley regarding credits for this account - all have been approved to be applied to the account - all credits listed in notes below are applied to this account, but credit #1 in the amount of \$4,425.20 / local access charges - this credit will be applied CPB & has been taken to Kavi Thinkavel (research) to be posted -

Carmen will set up a call with Bruce & hopefully we can all be available at the same time (including the billing analyst) so that we can finally bring closure to this dispute - I'll let you know what happens.

Thanks,

Letisha

*** 10/02/2002 11:34 AM Email: Lynda Johnson >> Dana Ferenstein
Dana,

Below is the latest information I received from Letisha Bates of MCI. Please review with your client and let me know if he is in agreement with the outlined credits.

Thanks,
Lynda

*

10/2/02 MCI RESPONSE

*** 10/02/2002 02:55 PM Email: Lynda Johnson << Ferestien, Dana
Lynda:

Thank you for the information. Bruce Buchburger has had a chance to review the information. MCI WorldCom still is not addressing the basic issue -
The contract specifies rates and they are billing at different rates. It appears they are comparing what they previously billed against some standard rate schedule that is not a part of the contract. MCI WorldCom still needs to provide a detailed reconciliation and explanation for the rates charged. It is not sufficient to provide a few numbers that amount to nothing more than a conclusory statement.

Where do you want to go from here? An MCI WorldCom representative called Bruce today and said that they will call some time after 10 a.m. tomorrow for a conference call.

Thanks for your help,

Dana A. Ferestien

*** 10/07/2002 08:18 AM Email: Lynda Johnson << Ferestien, Dana Lynda:

Just a quick update. MCI WorldCom contacted Bruce Buchberger last Wednesday and scheduled a telephone conference for last Thursday. They did not provide Bruce with a specific time for the conference call but indicated they would call him some time after 10 a.m. Bruce was in the office Thursday but never heard a word from MCI WorldCom. MCI WorldCom did not contact Bruce on Friday either.

Is there anything you can do to move this along? When we spoke a few weeks ago, you mentioned that you were talking internally about escalating the complaint to the next level. MCI WorldCom's most recent response still does not respond to Aronson-Campbell's basic complaint that the charges are not in accordance with the contractually specified rates, and the response does not provide a detailed reconciliation which is what we understood MCI WorldCom should have been preparing. It has been over three months since we filed the complaint; MCI WorldCom should have prepared a detailed reconciliation and explanation long ago. The delay really is prejudicing Aronson-Campbell since MCI WorldCom is holding Aronson-Campbell's telephone numbers hostage.

Sincerely,
Dana A. Ferestien

*** 10/11/2002 09:57 AM Email: Lynda Johnson >> Letisha Bates Letisha,

The customer's attorney called and said that the customer still does not agree with the Co. findings and wants the lines released while the amount is still in dispute.

You stated in an email on 7/25 that MCI would not release the lines because

according to the tariff, the Co. could hold the line if the customer owed over \$1,000 for toll free usage. Could you please give me the tariff reference numbers, and the amount the customer owes in toll-free charges.

Thanks,
Lynda Johnson

*** 10/11/2002 10:00 AM Phone: Lynda Johnson << Dana Ferenstien

Said that they strongly disagree with the amount of credit that MCI has offered. Said that his client is getting very angry that MCI is not releasing the lines. Asked if the UTC could issue a letter of demand on MCI requesting that the lines be released. He stated that ELI would take the lines if the UTC would issue the letter. Told him that I would speak to Vicki Elliott about the issue and get back to him with her response.

*** 10/15/2002 12:38 PM Email: Lynda Johnson << Ferestien, Dana Lynda:

In follow-up to our call last Friday, below is an email Bruce Buchberger sent to MCI WorldCom this morning. Perhaps the easiest thing would be for the WUTC to schedule the call. As the complaint has been pending for over three months, we should be able to find a mutually convenient time this week, assuming MCI WorldCom can prepare the reconciliation that was requested long ago.

I left you a message a short while ago. If you have an opportunity, please call me this afternoon to discuss.

Sincerely,
Dana A. Ferestien

From: Bruce Buchberger
Sent: Tuesday, October 15, 2002 10:30 AM
To: Carmen Ojeda
Cc: Ferestien, Dana
Subject: Aronson-Campbell Account#4423

Carmen,

I received your voice mail yesterday along with Letisha trying to get together. We seem to constantly play phone tag or have missed meetings trying to settle this problem. What I would suggest is we find a date and time that works for everyone. Please send me some dates and times that work for you.

Before we meet, could you supply us with a reconciliation of how WorldCom has arrived at its pricing vs. the contract that I have sent you. The contract pricing is detailed on your "Voice Option 1 Description of Commercial Products & Charges" dated February 23, 1999 and April 29, 1999 included in our contract dated the same. Please note, the incorrect billing started from the first day September 1999, so rate increases are not the problem. If we could solve the billing problem from the first day it would go along way in settling this problem. Also, all the credits issued in September and October of 99 were for service billed for in August and September that were not supplied by WorldCom until October 1st, 1999 when service was actually turned on and not for mispriced

services.

Thanks,
Bruce Buchberger
Aronson-Campbell
425-372-2009

*** 10/15/2002 02:21 PM Voice Mail: Lynda Johnson >> Dana Ferenstien
Told Dana that I spoke to Vicki and she didn't think that the UTC would
issue a
letter of demand to release the lines. Told him that she was checking
into
an
FCC ruling that might be of some help in getting the lines released.
Told
him
that I was also waiting to hear from MCI regarding the exact reference
in
their
tariff which allows them to hold the lines, and the amount of unpaid
toll.

Said I'd contact him when I received more information.

*** 10/18/2002 08:09 AM Email: Lynda Johnson << Letisha Bates
SEE HARD COPY - Co. sent 5 spread sheets listing credits:

Group Acct. #4423 x26 - interstate usage 5% discount. Credit of
\$2,282.44
Group Acct. #4423 x26 - internet access charge Sub-Acct. 8770066197.
Credit of
\$12,312.00.
Group Acct. #4423 x26 - local access charge CPB Acct. 8770066216 Credit
of
\$4,425.20.
Group Acct. #4423 x26 - DIG TK T1 EUCL charge Sub-Acct. 8770066197.
Credit
of
532.80

Total Credit: \$19,552.44.

Email sent to Bruce Buchberger from Letisha Bates

I have spoken with Carmen regarding the credits that have been applied
to
your
account and advised her that we went all the way back to the first
invoice
&
issued credit. We have also corrected the billing going forward.
Therefore,
there aren't any further credits due on the account.

I know it has been very difficult to schedule a conference call between
all
parties involved due to our busy schedules. Carmen & I called you on
the
initial scheduled call, however, you were not available. We left a
message so
you would know that we made an attempt to contact you to discuss your
account. All other attempts have failed as well.

Nonetheless, the credits due are completed & have been applied to the account.

I have created spreadsheets for the credits that outline how the credits were calculated. The spreadsheets provide the invoice date in which the charges were billed, what the charges were for, the amount of the charges billed, the amount that should have billed, and of course, the credit amount.

You will find them pretty self-explanatory, however, should you have any questions regarding the credits, please feel free to call me, or perhaps, email may be another alternative.

The balance due on the account is between you and Carmen. You will have to negotiate payment arrangements with her and her management team in order to

bring the account to a current status. I will not be involved in that process, as Carmen is the expert in that area.

One more thing before I let you go, Lynn Johnson from the commission has

advised that your attorney informed her that you were unhappy with WorldCom's finding and you wanted your toll free number released immediately. I found this rather odd because we haven't had the opportunity to discuss our findings with you and that was not entirely our fault, therefore, how could you be unhappy with information you have yet to receive. Also, during the conversations we did have, you have never made mention of porting your services to another provider. I know that you may have hired an attorney to assist in finding resolution to your concerns, however, WorldCom will not respond to your attorney's request unless you advise us to do so.

Please see the attached copies of spreadsheets regarding your credits. This attachment contains 5 sheets

Thanks,

Letisha A. Bates
Lead Representative
Corporate & Regulatory Escalations
210-484-3293 / 800-214-7173

*** 10/22/2002 03:08 PM Email: Lynda Johnson >> Ferestien, Dana
Dana,

Vicki is still waiting for information from our telecommunications engineer regarding FCC filings. The filings apparently address situations similar

to the Aronson-Campbell's with regard to releasing the service to another carrier. She suggested that we wait for that information before you make a trip down to Olympia. Will you be out of town beginning October 25th, or November 1st?

Sincerely,
Lynda Johnson
Consumer Affairs
WUTC

*** 10/22/2002 03:19 PM Email: Lynda Johnson << Ferestien, Dana November 1, thanks.

*** 10/24/2002 09:11 AM Email: Lynda Johnson << Ferestien, Dana Email to Letisha Bates from Dana Ferestien

Dear Ms. Bates:

Bruce Buchberger forwarded your October 18, 2002 response to me for response. While we appreciate finally receiving some written explanation for the overcharges, Bruce and I are very troubled by much of your email.

First of all, MCI WorldCom should have no doubt about my firm's representation of Aronson-Campbell in this matter. After all, I initiated

the complaint by letter dated June 18, 2002, a copy of which was sent to Ralph Goodlet at MCI WorldCom along with attachments. In addition, I participated in a conference call with you in early July. At that time, you

indicated without explanation that you had not seen the letter delivered to

Mr. Goodlet but that you would get a copy and then follow-up with us within a few days. No one from MCI WorldCom did follow up, however.

More importantly, your October 18 written explanation and attachment still

does not address the basic issue in dispute. Aronson-Campbell put this contract out to bid and ultimately selected MCI WorldCom based upon the quoted rates of service. From the very beginning of the contract,

however,

MCI WorldCom has not charged the rates specified in the contract. This is

the complaint as is made clear in my June 18 letter and as Bruce has explained repeatedly in emails and phone discussions over and over again during the past three years. For whatever reason, MCI WorldCom continues to

refuse to provide a clear written response to this basic complaint. You are correct that Aronson-Campbell wants to terminate service with MCI WorldCom. Service has been poor and Aronson-Campbell identified another provider in May 2002 that will provide service at a considerable savings and without all of the problems experienced over the past three yours.

MCI

WorldCom, however, has refused to release the phone numbers and as a result

Aronson-Campbell has incurred additional expenses. Again, we have requested, both directly and through the WUTC, an explanation for MCI WorldCom's holding hostage of the numbers and again MCI WorldCom has provided no clear response. We understand from the WUTC that MCI WorldCom

has made vague references to its tariff on file with the WUTC but we have

not seen anything that actually justifies the position taken. MCI WorldCom

also needs to provide a clear written explanation for this very troubling position. Finally, your suggestion that we have been difficult to reach and a cause of the delay is inaccurate and unfair. We filed the complaint more than four months ago and the WUTC immediately requested MCI WorldCom to provide a written explanation. MCI WorldCom has repeatedly delayed and not followed up on brief phone conversations. Only in the past two weeks have you attempted to schedule a substantive phone discussion. Notably, I left you a message several weeks ago which you never responded to. It is difficult to imagine how your very belated effort can serve as the basis for your comments. The bottom line is that we need a straightforward answer in writing that addresses each and every billing discrepancy and where appropriate cites specific provisions of any relevant documents. We have asked the WUTC for an in person meeting as soon as possible. This matter has gone on far too long -- no customer big or small should have to wait three plus years for an answer to a basic billing problem. While we appreciate that your company is bankrupt and in apparent disarray, Aronson-Campbell should not have to suffer poor service and overcharges as a consequence. I encourage you to respond as requested and to do so immediately.

Sincerely,
Dana A. Ferestien

*** 10/31/2002 01:46 PM Email: Lynda Johnson << Ferestien, Dana
Lynda:

Frustration levels are reaching an all time high with MCI WorldCom . I copied you on my email to MCI WorldCom last Thursday and below is the response received back. The response is, in multiple instances, fundamentally inaccurate. Most significantly, contrary to the response, I participated in a telephone conference with Ms. Bates in early July during which I (1) identified myself to her as Aronson-Campbell's counsel, (2) explained to her the basis of the complaint and the fact that I had articulated the problems in a detailed letter to the WUTC which was copied to Ralph Goodlet at MCI WorldCom, and (3) explained to her that in addition to resolving the billing discrepancies Aronson-Campbell wants its phone numbers released IMMEDIATELY. Ms. Bates acknowledged these things during our call but admitted not having ever seen the complaint letter. She was supposed to follow up with us either the same day or the following day. But it was weeks before Bruce heard anything back. Ms. Bates now, however, seems to have forgotten all of these things given her email below.

Bruce finally reached Ms. Bates earlier this week and she for the first time disputed the basic fact that the price sheets are a part of the contract between Aronson-Campbell and MCI WorldCom. As far as we are concerned MCI WorldCom's new position is tantamount to fraud and a Consumer Protection Act violation. MCI WorldCom's sales representative represented the price sheets as the actual charges during the competitive

bidding process, and now they are claiming the prices were merely estimated quotes so that they were entitled to charge higher rates from the very first day of the contract. To put it mildly, their position is cause for serious concern.

Bruce explained all of this to Ms. Bates and she agreed to look into the issue further and she scheduled a telephone conference for this afternoon at 1 p.m. PST. Bruce called me this morning and asked me to participate. Ms. Bates had indicated that she would initiate the call to Bruce but consistent with the ongoing pattern of neglect she did not call Bruce at the appointed time. In other words, MCI WorldCom is ignoring us again.

We talked last week about Bruce and I coming to your offices for a meeting. You indicated that you and Vicki still are gathering some tariff information and that you wanted to do that before any meeting. Where are you with that effort? I am out of the office next week but would like to set a meeting time for the following week. I also suggest that you invite a representative from MCI WorldCom's Seattle sales office to explain this newly asserted position. Given the previous representations from the sales office to Bruce, someone from that office needs to justify what is happening now.

After today, you can contact my assistant Sandra Brown at (206) 628-6645 to schedule a meeting.

Thanks for your help,

Dana A. Ferestien <mailto:dferesti@wkg.com>
Williams, Kastner & Gibbs PLLC
Seattle, WA
Phone: (206) 233-2892
Fax: (206) 628-6611
www.wkg.com

-----Original Message-----

From: Letisha Bates [<mailto:letisha.bates@wcom.com>]
Sent: Friday, October 25, 2002 10:24 AM
To: Ferestien, Dana
Subject: RE: Aronson-Campbell

Dear Dana Ferestien,

I understand that this dispute has taken some while to find resolution for the customer. However, I have tried to resolve the issues brought to my attention. All that has been said is that the account was not billing correctly. No specifics were provided. Therefore, I brought in a billing analyst to review the account vs the contract. He went through every detail & found some error that were corrected & credits issued. Now, the account is billing according to the contract. If you have something other

than the contract that indicates different, then that information needs to be provided.

Unfortunately, the file that I received from Ralph Goodlet had little or no information, just a lot of papers. I told Lynn Johnson at the PUC that I was unable to work the dispute with the information provided in Ralph's file. I asked him for more information, to which he advised he didn't have anything else. Carmen Ojeda also advised Bruce that there wasn't any helpful information in the file and that's when we told him I would have a billing analyst review his account to make sure we don't miss anything.

I know nothing of a rate per minute dispute. If that is the basic dispute Bruce has, then I need to know what he has in writing that indicates his rate per minute should be different from what is currently billing. As we know it, the account is billing according to the contract.

In regards to the Tariff for the toll free numbers, my Tariff Department advised me that you may find this information under the MCI WorldCom Communications Inc., 3rd Revised, Page 50, Sec. 7.02 and then it refers to the Interstate Publication, Terms & Conditions #6.

I do not have a problem trying to help Bruce resolve his issue, however, I have researched his issues thus far based on the information I received regarding his dispute. When Carmen & I spoke with him, you'd think he would have mentioned the release of his service, but he did not. We have only heard that from you and I understand that you are his attorney, but you're still not the customer. That is why you have not been in the loop when Carmen & I were trying to make contact with Bruce. Which would explain why you were not aware of all the attempts that Carmen has made long before recently, to try to contact him. She & I agreed that she would attempt to get him on the phone & then call me because together, we were never successful.

I was told initially that Ralph's file could not be located. That's when we first tried to contact Bruce because I had no information regarding his dispute. I also advised Lynn Johnson that the file was not found. Our attempts to contact him were unsuccessful. I then received a call from Ralph's supervisor advising that she found the file. I contacted Lynn & advised her & Carmen & I spoke with Bruce to let him know. He said fine, let him know what we find out. That's what we did.

I'm sorry that you feel nothing has been done for your client and all I can do is apologize for the behavior of those before me. But I have done what I could based on the information provided.
Thanks,

Letisha Bates

*** 11/01/2002 03:37 PM Email: Lynda Johnson >> Letisha Bates
Letisha,

On July 9, 2002, I requested the Co. send me a copy of the signed contract and the billing history on this complaint. Neither were sent. On July 25, 2002 I let you know that I had cited 2 violations of WAC 480-120-101(5) for not providing the requested information, and informed you that I would be citing daily violations until the information was received. To date, 68 additional daily violations have been issued.

On October 11, 2002, I requested the tariff reference which you refer to in

your July 25, 2002 email that allows the Co. to not release the service.

To date, I have not received that reference and have issued another violation of WAC 480-120-101(5). Please fax the appropriate page to me at 360-664-4291 as soon as possible to avoid further daily violations.

The customer is not satisfied with the credits that have been issued and believes is still charging incorrect rates and additional credits are due.

If the company does not have legal authority to hold the customer's service, please release ASAP.

Thanks,
Lynda Johnson
Consumer Affairs
WUTC

*** 11/05/2002 09:45 AM Email: Lynda Johnson << Letisha Bates
Lynda,

I totally do not understand your reasoning for the violations mentioned in this email - I have sent you the information you requested either direct or copied through other emails between WorldCom representatives, Bruce & Dana (customer's attorney). Why would I be cited violations?...I have copied you on the emails that have gone back & forth regarding this complaint to keep you in touch with what has been going on. Dana does not believe that anything has been done for this customer, but I have had several calls & emails with Bruce in which I asked him if he felt the same way and he advised that he is not frustrated with me but with WorldCom because he claims to have had this issue long before I ever got involved. I will send you again what has already been sent. However, as far as an actual page, I don't have. I was given the information from my Tariff Department where the information can be located & that's is what I sent to you. I also

sent
it to Dana & I copied you on that email as well.

As far as a copy of the contract & billing history, I don't not recall
you
requesting that information. It would take nothing to provide that to
you,
so it doesn't make sense that for that not to have been submitted. I
truly
do not recall the request. If I overlooked it in error, I apologize;
but
there was no intent to not cooperate with you. I would never consider
not
cooperating with the PUC.

Thanks,

Letisha

*** 11/06/2002 03:18 PM Email: Lynda Johnson >> Letisha Bates
Letisha,

Thanks for the explanation. Please send by fax to me at 360-664-4291:

1. A copy of the contract signed by the customer.
2. A copy of the tariff page which states MCI can refuse to release a customer's service.
3. The customer's billing history for each account.

Thanks,
Lynda

*** 11/11/2002 07:35 AM Email: Lynda Johnson << Letisha Bates
Lynda,

I was out of the office on Friday. I will get this information to you
ASAP!

Thanks,

Letisha