

MAY 4 1990

Decision 90-05-019 May 4, 1990

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Simone Torres, )  
 Complainant, )  
 vs. )  
 GTE California Incorporated, )  
 Defendant. )

(ECP)  
 Case 89-08-048  
 (Filed August 31, 1989)

Simone Torres, for herself, complainant.  
E. R. Duffy, for GTE California  
 Incorporated, defendant.

O P I N I O N

I. Summary

This decision finds that Simone Torres (complainant) is due an adjustment of \$156.91 on her telephone bills through the bill dated July 28, 1989. This includes reversals of late payment charges for the cost of adjusted calls due complainant through July 28, 1989. It also includes reversals of late payment charges assessed by GTE California Incorporated (GTEC) on her deposit through September 28, 1989. The \$156.91 will be released to complainant out of the \$649.52 on deposit with the Commission. The remainder of the deposit (\$492.61) will be released to GTEC. The account is brought to a zero balance through the GTEC bill dated July 28, 1989 with this dispersal of the deposit. GTEC is ordered to reverse any additional late payment charges assessed on the amount complainant placed on deposit after the September 28, 1989 bill, and serve a copy of its calculations with explanation on the Director of the Commission Advisory and Compliance Division (CACD) and complainant within 30 days of the date of this order.

## II. Background

Complainant filed this complaint against GTEC on August 31, 1989. The complaint alleges GTEC incorrectly billed American Telephone and Telegraph Company (AT&T) calls which AT&T agreed to credit, and further that GTEC incorrectly billed late payment charges. Complainant placed \$649.52 on deposit with the Commission's Los Angeles office on August 21, 1989 (10 days before the actual filing of the complaint). Complainant asks that GTEC be ordered to adjust for the AT&T credited calls, including interest. Complainant estimates the adjustment to be \$520.24.

GTEC filed its answer on October 6, 1989. GTEC denies that it has incorrectly billed complainant, denies that it has refused to give appropriate credit and denies that it has erred by billing inappropriate late payment charges. GTEC requests that the Commission deny the complaint, forward to GTEC any amounts held in deposit pending the outcome of the complaint and order payment to GTEC of all monies due and owing to GTEC over and above the amount currently on deposit with the Commission. A hearing was held in Los Angeles on October 24, 1989.

## III. Position of the Parties

### A. Complainant

Complainant testified that she pays her bills on time. The problem is with GTEC's failure to credit the cost for some AT&T carried calls. AT&T operators have orally authorized credits on some calls made by complainant. The operators have further advised complainant that the credits will be reflected on her GTEC bill, as GTEC is the billing agent for AT&T. Complainant received assistance regarding the problem from AT&T representative Kathy Davenport. Exhibits 1, 2, and 4 are copies of letters from

Davenport identifying credits authorized and balances due on the AT&T account over the period February 1, 1988 through September 13, 1988.

Complainant believes all balances are fully paid through 1987. The problem centers around the summer of 1988. The bill dated July 28, 1988 lists a balance due of \$375.89. Complainant discussed the bill with GTEC representative Scott Romanowski on August 24, 1988. Complainant was tired of the many contacts over the bill and wanted to pay the outstanding balance. Romanowski told complainant to pay \$117.56. This would pay the AT&T balance in full. Complainant discussed the \$117.56 payment with Davenport, and Davenport agreed the payment would result in a zero balance. Complainant testified that the GTEC balance was already zero, so the payment would result in a zero total balance. Complainant sent a check on August 24, 1988 (dated the same day) to GTEC for \$117.56. Complainant wrote on the bottom of the check: "ATT Telephone Paid in Full 2-88 to 7-88." (Exhibit 9.)

Complainant testified that she is due even more adjustments. Complainant was unable to identify all the additional calls in dispute, however, since she did not bring copies of some bills to the hearing (on which she had notes regarding the disputed calls). The Administrative Law Judge (ALJ) directed that the hearing would proceed based on as much information as complainant and defendant could provide, and complainant could submit late-filed exhibits if complainant felt that was necessary, subject to comment by defendant.

Despite paying the \$117.56, subsequent GTEC bills did not show a zero balance. Nor did subsequent GTEC bills show \$64.07 of additional adjustments for calls made after the August 28, 1988 bill (which complainant was able to identify and testified were at a minimum authorized by AT&T for adjustment). Further, GTEC bills reflected late payment and tax charges complainant testified were improper.

On further contact with GTEC, complainant was advised no more AT&T credits would be made. Complainant contacted the office of AT&T's President and was referred to an account representative in San Antonio, Texas. Complainant was asked by AT&T to provide more information before AT&T could authorize further adjustments. Complainant received subsequent assistance from AT&T representatives Albert Triana and Diana Sapata. Complainant was very happy with the adjustments authorized verbally by AT&T, but the problem continued with GTEC.

Complainant has no written documentation from AT&T to support any further credits (e.g., letters, memoranda, bill summaries, notes). Complainant declined to submit copies of her bills not brought to the hearing as a late-filed exhibit. Complainant agreed to write AT&T within 30 days of the hearing, with a copy to the ALJ and GTEC. That letter would ask AT&T to clarify the status of all credits given, including those perhaps not yet adjusted by GTEC.

Complainant testified further that her telephone was disconnected and reconnected several times by GTEC. GTEC refunded the reconnection charge, but did not apply credit for the days the telephone was not connected.

On cross-examination, complainant testified that the problem calls were primarily to Mexico and Puerto Rico. The problems included direct dial calls being connected to the wrong number, and time being charged in excess of the actual time for the call.

Frank Torres testified that GTEC disconnected the telephone and he was unable to call his wife (complainant) when she was in the hospital. He called GTEC and was told GTEC was working on the line in the street. None of his neighbors had a similar problem, however. The telephone is subscribed in his name, but his wife is handling all disputes with GTEC and AT&T.

B. Defendant

Defendant presented two witnesses: Scott Romanowski (Customer Billing Representative, Customer Relations Department) and E. R. Duffy (State Staff Administrator, Regulatory Affairs Department). Romanowski testified that his only contacts with complainant were in 1988. On August 22, 1988 he received a referral from the Commission's Consumer Affairs Branch regarding this account. Romanowski first contacted complainant on August 23, 1988 and discussed the balance due on the bill dated July 28, 1988. The conversation took over two hours.

Romanowski testified he explained to complainant that the total amount due is composed of two parts: (1) the previous charges (which if unpaid could result in a disconnection) and (2) the current charges. The "previous charges" balance listed on the July 28, 1988 bill was \$211.59. During the telephone call Romanowski adjusted the \$211.59 to reflect payments made and adjustments authorized between the time of the preparation of the July 28, 1988 bill and the time of the call (August 23, 1988). This reduced the "previous charges" balance from \$211.59 to \$117.56. Romanowski explained that payment of \$117.56 would bring the account current on the "previous charges."

Next was the "current charges" balance. The current charges balance was \$164.30, less any authorized adjustments. Romanowski testified that complainant could not estimate the amount that was authorized by, or would be disputed with, AT&T. Romanowski requested that complainant contact AT&T's Davenport on the morning of August 24 to discuss AT&T adjustments, and Romanowski would call the complainant in the afternoon of August 24, 1988. Romanowski testified that he clearly stated complainant should pay \$117.56 immediately to avoid possible disconnection, and that he would discuss the current month's balance with complainant the next day. Romanowski testified that he went over the point with complainant three or four times that

the \$117.56 would not clear the total bill, only the delinquent (previous charges) balance.

Romanowski called Davenport and was advised the adjustment would be \$36.31. Romanowski called complainant on August 24, 1988 to advise complainant that the current balance due was \$127.99 (\$164.30 less \$36.31). Complainant disputed the balance. Complainant believed from her conversation with Davenport that the \$36.31 was an adjustment to the \$117.56. Complainant believed her payment of \$117.56 therefore resulted in an overpayment. Unable to resolve the current charges balance issue, Romanowski and complainant discussed other disputed items (e.g., GTEC toll disputes, and GTEC customer service contacts). Romanowski offered to call again on August 25 to discuss further the current charges balance. Complainant declined the offer, and indicated she would wait for the GTEC bill that would be dated August 28, 1988. Romanowski elected to send complainant a letter to explain the \$117.56 previous charges balance and the \$127.99 current charges balance. This letter was dated August 26, 1988 (Exhibit 3).

Duffy presented several exhibits, including copies of GTEC bills on this account dated November 28, 1987 through August 28, 1989 (Exhibit 10), a summary of late payment charges debits and credits from November 28, 1987 through September 28, 1989 (Exhibit 12) and summaries of specific charges on this account from November 28, 1987 through September 28, 1989 (Exhibit 13). Exhibit 12 in particular indicates that GTEC has charged late payment charges every month, except for the February 28, 1988 bill (22 out of 23 months) and made late payment charge adjustments in 8 months.

#### C. Closing and Submission

Complainant stated that she does not like GTEC's bills and late payment charges. She is not late with payments, but the bills come late and include a late payment charge. Late payment

charges are just a way to increase the bills and earn more profit since the late payment charges are not only for the GTEC bill, but include the AT&T charges for a larger total balance. GTEC sends letters on delinquent charges that are not true.

Duffy for defendant stated that it has billed accurately and the charges are correct as billed. The dispute is with AT&T and alleged adjustments. GTEC has made adjustments for all AT&T calls that AT&T has agreed to adjust, and GTEC does not have knowledge of any additional AT&T authorized adjustments. GTEC admits errors on two bills with late payment charges, but those were corrected. All late payment charges were for balances brought forward, not due to payment processing problems. Complainant misunderstood Romanowski that the \$117.56 would pay the total bill. GTEC will give appropriate credits for all AT&T adjusted calls not already adjusted, including late payment charges, if complainant shows AT&T has authorized the adjustments.

The case was submitted upon receipt of the letter complainant agreed to write AT&T to clarify the status of AT&T adjustments. Complainant was directed to send the letter within 30 days, with copies to the ALJ and GTEC's Duffy. Further, complainant was directed to send a copy of the AT&T reply to the ALJ and Duffy.

The letter was due on or before November 23, 1989. On November 22, 1989 complainant called the ALJ to ask for an extension. Complainant was directed to send the letter to AT&T, with a postmark by November 24, 1989 on the copies to the ALJ and GTEC. Duffy was advised. The letter was postmarked November 28, 1989, and the case was submitted. Complainant has not served an AT&T reply on the Commission.

#### IV. Discussion

Three issues are before us. First, was the balance actually paid in full with the check dated August 24, 1988 marked "ATT Telephone Paid in Full 2-88 to 7-88." Second, has GTEC made adjustments for AT&T calls that AT&T agreed to reverse, along with adjustments as needed for late payment charges. Third, are there any additional adjustments due complainant.

##### A. Was Balance Paid in Full on August 24, 1988

Complainant testified that the bill was paid in full with her check dated August 24, 1988. As proof, she noted that she wrote on the check "ATT Telephone Paid in Full 2-88 to 7-88" and it was cashed by GTEC. Romanowski for defendant testified that the telephone call on August 24, 1988 was long but that it was made clear to complainant that the payment of \$117.56 was for the "previous charges" balance only. To the extent that might not have been clear, Romanowski sent the letter dated August 26, 1988.

Complainant offered no evidence to establish why the balance would be zero other than the claim that AT&T credits plus the \$117.56 would make the balance zero. Complainant offered no log of her own which summarized the bills, balances, disputed calls, payments, and credits to demonstrate why in her belief the balance should be zero. Complainant offered no letters from herself to AT&T and/or GTEC identifying calls, credits and payments that would support a claim by complainant that the balance was in her mind \$117.56, independently derived from her own records. Rather, complainant relied on the statements of Romanowski and Davenport that the payment of \$117.56 would pay the balance.

Romanowski testified that he explained in the lengthy telephone call on August 23, 1988 that the payment of \$117.56 would clear the "previous charges" or delinquent balance that could result in a disconnection of service if not paid. He called again on August 24 to discuss the current charges balance and offered to



call on August 25 to discuss it further. Romanowski wrote the letter dated August 26, 1988 because complainant declined to discuss this further over the telephone. The letter (Exhibit 3) and Romanowski's testimony convincingly explains to us the previous charges balance and the current charges balance. We find the check did pay in full what GTEC believed to be the balance due on the previous charges balance, but left unpaid the balance on the current charges.

Complainant did place a condition of the check, however. That is, the check was intended to pay the balance in full, including the current charges balance, and she so noted on the check. Defendant cashed the check with this condition. We do not find this condition controlling, however.

The condition on the check is not controlling because GTEC must always collect the correct amount in accordance with its tariffs, and in conformance with its obligation as billing agent for AT&T to collect the correct amount in conformity with AT&T's tariffs. It is a long standing provision of public utility regulation that the lawful tariff rates must be collected regardless of any quotations by the utility at variance with the tariffs, whether oral or written. Pinney & Boyle Mfg. Co. v Atchison, T. & S. F. Ry. (1914) 4 Cal RRC 404. In this case, even if GTEC had agreed over the telephone that \$117.56 was payment in full through the July 28, 1988 bill, and even if GTEC had cashed the check believing it to be payment in full, upon discovery otherwise the correct amount would need to be collected. Here the utility did not agree over the telephone that the payment would be payment in full. At all times the utility has been seeking to collect the correct amount according to its tariffs, as it must.

A customer may not condition payment to the utility and extinguish the customer's obligation to pay the correct amount otherwise calculated in accordance with the tariffs. A customer is

simply always required to pay the correct amount for the service provided according to tariffed rates, without deviation.

Similarly, a utility is under the duty to strictly adhere to its lawfully published tariffs. Temescal Water Co. v West Riverside Canal Co. (1935) 39 Cal RRC 398. It is a well established regulatory principle that scheduled rates must be inflexibly enforced to maintain equity and equality for all customers with no preferential treatment afforded to some. Empire W. v Southern Cal. Gas. Co. (1974) 38 Cal App 3d 38, 112 Cal Rptr 925. Without inflexible enforcement of the published rate it would be impossible to maintain equality between all without preference to some.

Furthermore, the rate when published becomes established by law and can only be varied by law, not by an act of the parties. Johnson v Pacific Tel. & Tel. Co. (1969) 69 Cal PUC 290.

A misquotation or misunderstanding of the rate does not relieve the parties of assessing and paying the correct rate, since the law charges all parties with knowing the proper rate, from which no deviation is allowed. Sunny Sally, Inc. v Lom Thompson (1958) 56 Cal PUC 552. In this case, even if complainant misunderstood the rates and total bill, complainant is required to pay the correct rate and total bill.

Even if complainant had any basis for arguing the total balance should be \$117.56, the utility would be obligated to charge, and the complainant obligated to pay, whatever is the correct amount (be that \$117.56 or some other amount). In this case, complainant relied on the statements of Romanowski and Davenport that the total balance would be \$117.56. Romanowski's testimony and Exhibit 3 are convincing, however, that the \$117.56 paid what GTEC believed to be the total due on the previous charges balance, but left unpaid the current charges balance.

The notation on the check and the cashing of the check by GTEC do not relieve complainant of paying the correct charges if

the charges are actually determined to be different. Neither has complainant lost the opportunity for a refund or adjustments, nor is GTEC relieved of the obligation to refund excess payments or pay heretofore unpaid but authorized adjustments, because the check was cashed marked "ATT Telephone Paid in Full 2-88 to 7-88."

B. Has GTEC made Adjustments for AT&T Authorized Credits

The evidence shows AT&T authorized the following credits:

\$96.78 (Exhibit 1, letter from Davenport to complainant dated May 26, 1988, noted to cover the months of February and April 1988)

94.87 (Exhibit 2, letter from Davenport to complainant dated July 22, 1988)

58.00 (Exhibit 2)

11.38 (Exhibit 2)

94.87 (Exhibit 4, letter from Davenport to complainant dated September 13, 1988)

59.74 (Exhibit 4)

22.58 (Exhibit 4)

35.25 (Exhibit 4)

The exhibits and testimony do not make clear if any of these credits are duplicative. That is, whether the \$94.87 referenced in the letter of September 13, 1988 is the same credit referenced in the letter dated July 22, 1988. Also, if the \$94.87 in these two letters is the same as the \$96.78 referenced in the letter dated May 26, 1988, with a tax adjustment.<sup>1</sup> Similarly, it is not clear whether the \$59.74 referenced in the letter of

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<sup>1</sup> Romanowski testified that AT&T credits can be confusing because sometimes they include and sometimes do not include items other than the cost of the call itself, such as taxes.

September 13, 1988 is the same as the \$58.00 referenced in the July 22, 1988 letter, with a tax adjustment.

We find that it would be an unlikely coincidence that there would be two credits of exactly \$94.87 authorized within such a short time. Calls are charged in small increments of time. To have the exact same call, or mix of calls, that would result in two credits of exactly \$94.87 is extremely unlikely. We do find, however, that the \$96.78 and \$94.78, as well as the \$59.74 and \$58.00, are different enough that they likely represent different credits. Thus, we find that total credits of \$378.60 are due.

The first adjustment we find due is \$96.78 (Exhibit 1, letter dated May 26, 1988, and noted therein to cover the months of February and April 1988). The first month a credit could have been given by GTEC for an AT&T credit in the month of February 1988 would be on the GTEC bill dated March 28, 1988. Exhibit 10 shows that no adjustments were made on the bills dated March 28, April 28 and May 28, 1988. The next authorized adjustment is \$94.78 (Exhibit 2). An adjustment of \$94.87 was made on the GTEC bill dated June 28, 1988.<sup>2</sup> This is exactly equal to the authorized adjustment. Adjustments were not made for \$58.00 or \$11.38.

The next authorized adjustment is \$59.74. An adjustment of \$59.74 was made on the GTEC bill dated July 28, 1988.<sup>3</sup> AT&T next authorized an adjustment of \$22.58. An adjustment of \$22.55 was made on the bill dated August 28, 1988.<sup>4</sup> This adjustment is

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2 Posted on June 3, 1988. The \$94.87 is the sum of two AT&T credit adjustments (\$85.71 and \$1.41) and three tax adjustments (\$2.57, \$0.04, and \$5.14).

3 Posted on July 22, 1988. The \$59.74 is the sum of an AT&T adjustment (\$58.00) and a tax adjustment (\$1.74).

4 Posted on July 25 and August 3, 1988. The \$22.55 is composed of three AT&T adjustments (\$3.24, \$11.05, \$7.60) and two tax adjustments (\$0.43, \$0.23).

very close to the \$22.58 authorized by AT&T in Exhibit 4. Adjustments of \$33.06, \$23.41, \$27.46, and \$1.04<sup>5</sup> show on the bills dated September 28, 1988, October 28, 1988, March 28, 1989, and April 28, 1989 respectively. No AT&T plus tax adjustments show on the bills dated November 28, 1988 through February 28, 1989, nor May 28, 1989 through July 28, 1989. Thus, \$262.13 of credits show on the bills.

Therefore, we find that \$378.60 of AT&T credits are due complainant, and GTEC has adjusted \$262.13 on the bills dated March 28, 1988 through July 28, 1989. Complainant is due an additional credit of \$116.47. Adjusting this credit for the late payment charges increases the balance due complainant by \$29.21, to \$145.68. Despite the request of complainant to be awarded interest on the money deposited with the Commission, no interest is calculated consistent with the Commission's policy of not paying interest on deposits or adjustments less than \$20,000 (Public Utilities Code § 1702.2(b)). The Commission earns no interest on funds held on deposit and so does not pay interest to complainant.

Complainant deposited \$549.52 with the Commission on August 21, 1989. At that time the balance due on the GTEC bill was \$721.73 (GTEC bill dated July 28, 1989). Complainant had paid GTEC \$70.61 (GTEC posted August 14, 1989), and was due an AT&T credit (not counted in the credits above) of \$1.98, both of which show on the GTEC bill dated August 28, 1989. Therefore, as of August 21, 1989, complainant's balance on the GTEC bill was actually \$649.14 (after adjusting for her payment of \$70.61 and the authorized credit of \$1.98). Complainant's deposit overpays by \$0.38. The excess deposit and the credits of \$145.68 result in the complainant being due \$146.06.

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5 AT&T plus tax credits.

These calculations include reversal of late payment charges for the credits due complainant until the bill dated July 28, 1988. This assumes that GTEC stopped assessing late payment charges on the \$649.52 once it was on deposit with the Commission. We find, however, that GTEC also charged complainant a late payment charge on the bill dated August 28, 1988 (Exhibit 10). The late payment charge was \$9.74, or 1.5% of the delinquent balance of \$649.14.<sup>6</sup> We reverse this late payment charge since it was assessed on the amount on deposit with the Commission. GTEC should have discontinued the late payment assessments once the complainant placed the deposit with the Commission.

Further, Exhibit 12 indicates a late payment charge was assessed on the September 28, 1988 bill of \$3.03. At the 1.5% late payment charge assessment rate, the delinquent balance would have been \$202.00. The current charges balance on the August 28, 1989 bill was \$127.67. Therefore, a late payment charge was assessed against \$74.33 (\$202.00 less \$127.67) beyond what we find could have been the maximum delinquent balance. Accordingly, we will also reverse \$1.11 (1.5% of \$74.33) of the \$3.03 late payment charge assessed on the September 28, 1989 bill.

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<sup>6</sup> The delinquent balance recognized by GTEC did not include the \$0.38 placed on deposit in excess of the actual amount due.

Thus, we release to complainant:

\$116.47 Additional AT&T credits due

29.21 Reversal of late payment charges on  
the \$116.47 through the bill dated  
August 28, 1989

0.38 Refund of excess deposit

9.74 Reversal of late payment charge on  
bill dated August 28, 1989

1.11 Reversal of excess late payment charge  
on bill dated September 28, 1989

\$156.91 Total released to complainant

We release to GTEC \$492.61 (\$649.52 less \$156.91).

It is not clear if GTEC continued to assess a late payment charge against any or all of the amount placed on deposit after the September 28, 1989 bill. If GTEC, however, did assess late payment charges after the September 28, 1989 bill on any part of the amount on deposit, we direct GTEC to reverse those charges. GTEC need not reverse any late payment charges for balances in excess of the amount on deposit if complainant became delinquent on charges in excess of the deposit after the September 28, 1989 bill. We will direct GTEC to explain and support its calculation of any additional (or no) reversal of late payment charges after the September 28, 1989 bill, and serve a copy on the Director of CACD and complainant within 30 days of the date of this order.

C. Are Additional Adjustments Due Complainant

Complainant testified that additional credits are due. She identified \$64.07 on bills of September 28 and October 28, 1988 that she believes are due at a minimum. Complainant has no evidence, however, of these or any other adjustments being authorized by AT&T (e.g., any other letters, memoranda, notes, bill summaries from AT&T).

Complainant needs evidence from AT&T before we will direct GTEC to make any further adjustments. The ALJ kept the

record open an extra 30 days to allow complainant the opportunity to write AT&T. We received a copy of complainant's letter to AT&T, but have not received a copy of AT&T's reply. GTEC stated quite readily and clearly at the hearing that GTEC will make all appropriate adjustments for calls not already adjusted, including reversal of late payment charges, given some evidence the adjustments have been authorized by AT&T.

To the extent complainant believes further adjustments are appropriate, complainant should continue to seek written confirmation from AT&T. If complainant is dissatisfied at any point with AT&T's response, complaints against AT&T for interstate and international calls must be filed with the Federal Communications Commission (FCC). If complainant achieves any further credits--confirmed in writing--either from AT&T or as a result of any FCC actions, she should submit those in writing to GTEC. We will direct GTEC to make the necessary adjustments.

#### V. Conclusion

We will release \$156.91 of the \$649.52 deposit to complainant and \$492.61 to GTEC. This will make the balance \$0.00 (zero) on the GTEC bill dated July 28, 1989 for all previous and current charges through the bill dated July 28, 1989. It also reverses late payment charges on the August 28 and September 28, 1989 bills that we find were improperly assessed. GTEC is also directed to reverse any late payment charges assessed on any part of the deposit after the September 28, 1989 bill, and serve an explanation and a copy of its calculations on the Director of CACD and complainant within 30 days. To the extent unpaid, the complainant owes current charges beginning with the bill dated August 28, 1989, and any late payment charges assessed on delinquent charges unrelated to the deposit.

We need not make findings of fact or conclusions of law since this case was filed as an expedited complaint proceeding.



ORDER

IT IS ORDERED that:

1. The sum of \$156.91 will be released to Simone Torres (complainant), and \$492.61 will be released to GTE California Incorporated (GTEC), from complainant's deposit of \$649.52.

2. GTEC shall reverse late payment charges on the account of Frank Torres made against any portion of the amount placed on deposit but assessed on GTEC bills dated after September 28, 1989.

3. GTEC shall serve an explanation and a copy of its calculation of the reversed late payment charges ordered in Paragraph 2 above on the Director of CACD and complainant within 30 days of this order.

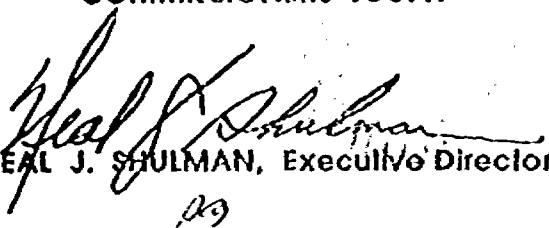
4. GTEC shall make all future adjustments for AT&T adjusted calls for which complainant has written authorization from AT&T or from the FCC.

This order is effective today.

Dated May 4, 1990, at San Francisco, California.

G. MITCHELL WILK  
President  
FREDERICK R. DUDA  
STANLEY W. HULETT  
JOHN B. OHANIAN  
PATRICIA M. ECKERT  
Commissioners

I CERTIFY THAT THIS DECISION  
WAS APPROVED BY THE ABOVE  
COMMISSIONERS TODAY

  
NEAL J. SHULMAN, Executive Director