

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

BARBARA CURTIN BORG)	
)	
COMPLAINANT)	
)	
v.)	CASE NO. 2001-00345
)	
NEW PAR D/B/A VERIZON WIRELESS)	
)	
DEFENDANT)	

O R D E R

On October 11, 2001, Barbara Curtin Borg filed a formal complaint against New Par d/b/a Verizon Wireless (Verizon). Ms. Borg alleges that Verizon violated both its written contract and the Kentucky Statute of Frauds. Ms. Borg requests that the Commission order Verizon to cease attempting to collect certain penalty fees and to estop Verizon from attempting to lock customers into longer oral contracts without requiring written contracts. Additionally, Ms. Borg requests that the Commission require Verizon to give notice of the specific ending date of a service contract. Verizon has responded to the complaint and the matter is ripe for decision.

Ms. Borg had cellular service with Verizon for 10 years. Approximately 5 years ago, she added a second line for her son. In the spring of 2001, Ms. Borg discontinued her service with Verizon. Ms. Borg experienced no difficulty in canceling her service; however, she stated that Verizon opposed the cancellation of her son s line, imposing a penalty in the amount of \$175.

Prior to canceling service, Ms. Borg contacted Verizon on March 7, 2001 to request an advertised feature for unlimited mobile-to-mobile minutes for her son's line. Ms. Borg claims that the Verizon representative told her she would need a new contract. Ms. Borg believed that her current contract with Verizon satisfied that requirement. Ms. Borg claims that she believed she could be bound only by a document she had signed, because no contract was ever mentioned when she had called on previous occasions to add features or change rate plans. Ms. Borg claims that when she asked if adding the new feature would extend her contract, she was told that it would not. Ms. Borg claims that her most recent contract with Verizon, entered into on December 7, 1999, is the contract controlling her service.

In April 2001, when Ms. Borg inquired about canceling her son's service, Verizon allegedly told her that by previously adding the mobile-to-mobile option to her son's line, she had extended the service contract by an additional year. Verizon allegedly told Ms. Borg that she could not cancel the contract prior to December 2002.

Verizon has offered to cease attempting to collect the outstanding balance and remove the remaining balance from Ms. Borg's account. Verizon claims that miscommunication between Ms. Borg and the Verizon representative caused the complaint. Verizon also offers to cancel her account at no charge. Ms. Borg continues to request that the Commission review Verizon's policy regarding the extension of service contracts upon the addition of a new option.

Complainant also wants the Commission to require Verizon, if it wants to extend a contract for a period greater than a year, to mail its customers a new contract that

must be signed by the customer or require the customer to go to a Verizon store and sign a new contract there.

Pursuant to 807 KAR 5:001, Section 4(1)(a), the Commission may schedule a hearing when the corporation or person complained of has not satisfied the complaint to the satisfaction of the Commission. The Commission finds that Verizon has satisfied the complaint. Thus, pursuant to 807 KAR 5:001, Section 12(5), no further proceedings are necessary.

IT IS THEREFORE ORDERED that:

1. If it has not already done so, Verizon shall remove all penalty fees as described in its letter to Complainant dated December 19, 2001, and shall cease attempting to collect any alleged outstanding balance from Complainant.

2. This complaint is dismissed as satisfied and is removed from the Commission's docket.

Done at Frankfort, Kentucky, this 27th day of March, 2002.

By the Commission

ATTEST:


Executive Director