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Mr. Wayne Huyard,
Chief Operating Officer
MCI Worldcom Communications Inc.
Main Place Tower
350 Main St.
Buffalo, NY 14202

Dear Mr. Huyard,

I am writing express my disappointment with the service I experienced in dealing with MCI. In June my long-distance service was taken over by another phone company without my permission, and then in July my local service was disconnected by MCI without my permission. Your company is now billing me for a time period when I had no phone service. The details of my interactions with MCI are outlined below.

I switched my phone service to MCI in January of this year, in large part, because of the partnership with the USAirways Dividend Miles program.

I was out of the country for one month and returned home on June 21. On the evening of June 22, I tried to make a long-distance call and received a message to “stay on the line for an important message from your long distance carrier.” I was then connected to a customer service representative from a company called AOL Talk America. I was asked for identifying information (name, address, last 4 digits of my SSN). They asked me if any other names were associated with my phone number, in particular someone named Donna Simmons. I said that for 2 years the phone number had been in my name only. They claimed that my phone number was given to Donna Simmons, and that I’d have to call MCI and ask them to reestablish my long-distance service.

On June 23, I called MCI at 8:00 a.m. and spoke to a customer service representative named Roberto. He told me that it would take 72 hours to do the “action report” and “repair ticket” (these are the terms I jotted down).

I waited until Tuesday, June 26 and was unsuccessful in my attempt to make a long-distance call. I called MCI at 8:00 a.m. I was told that no action had been taken, and it appeared that AOL Talk America was “blocking” the line. I spoke to 3 different customer service representatives that morning (my notes include Diana, operator 1040, and Kelly). None of these representatives could provide me with an adequate explanation for why I could make and receive calls but that Donna Simmons had my phone number for the purposes of long-distance calling and billing.

I was instructed to do a test by dialing "0" to confirm that MCI was my local provider. However, the "00" test to confirm my long-distance provider resulted in a busy signal upon repeated attempts. Based on this information, the MCI representative initiated a 3-way call with AOL Talk America. MCI confirmed for AOL that the number had been mine for 2 years, and that I was an MCI local and long-distance customer. The AOL representative could not explain how Donna Simmons could be using my phone number for long-distance purposes but suggested that it may have been the result of a "typo". The AOL representative agreed that the number could be released back to MCI. After 1 hour and 20 minutes on the phone, the last MCI representative I spoke to assured me that the problem would be fixed by the end of the day.

At 7:00 p.m. that same evening I tried to make a long-distance call but could not. I called MCI again, and was transferred to a technician named Veronica. She told me that she could not confirm that MCI was my local service provider, even though I had done the test to confirm it that very morning. She said she would not be able to do anything until contacting the Business Office which would not be open until the next morning.

Veronica called my work number the next day, June 27, and said she confirmed my status as an MCI local customer and assured me that it would be fixed immediately.

On the evening of June 28, I still could not make a long-distance call. I noticed that it was the last day of my billing period, and that I had been billed \$40.87 for the month that I was away and did not make a single long-distance call. I decided it was not worth it to pay that kind of money for a calling plan that I was unable to use. I called that evening to cancel my long-distance plans (I had a One-Company advantage plan that allowed calling within the U.S., in addition to a plan for calls to Canada). I was very explicit in saying that I *only* wanted *local* service. I said that I want to be able to call work, order a pizza, and dial 911 if necessary. I made sure to confirm with the customer service representative several times that this was possible, explaining that my ability to make long-distance calls had been "stolen" by another company and MCI had thus far been unsuccessful in re-establishing my service. She said that she would cancel my long-distance plans and start local service *only*.

On Thursday, July 5, I came home to discover that I had no dial tone. I was not surprised by this, as 3 times in the past year I've had to call technicians to fix the outside line. I borrowed my neighbor's phone and called MCI at 7:30 p.m. but was told that they could not find my account information and that I'd have to call back in a half an hour. I called at 8:00 p.m. and was told that my phone service had been canceled. I spent 40 minutes on the phone with the customer service representative as she tried to reestablish my local service. After consulting with co-workers, she informed me that it would take 72 hours to get my phone line back. She *assured* me that I would be able to keep my phone number. As a token of good faith, and after hearing the entire story up to that point, she offered to credit my account \$125 to keep me as an MCI customer. She said that she would call my work number between 4:30 and 6:30 p.m. on Monday, July 9 to complete the third-party verification.

(I realize that when I first received notification that my phone number had been stolen by AOL, I could have requested a new number. However, the list of places I would have to notify about a new phone number made this an unattractive option).

On Monday, July 9 I waited by the phone. I had a co-worker watch the phone if I had to leave the office for even a minute. I left at 6:50 p.m. for an appointment, and on the morning of Tuesday, July 10 there was no message on my voicemail.

I called MCI on the afternoon of July 10 and was told there was no record of my calling to re-establish service. Moreover, there was no record of a customer service representative offering me a credit of \$125, therefore, it would not be honored. She said the best she could do was put in a request to reestablish service, but that she had to inform me that it could take up to *60 days*. By this point, as you can imagine, I was very upset.

At 3:00 p.m. I called to speak to a manager and to register a formal complaint. I spoke to a supervisor named Emily. I outlined the details as described above. Her response was that it would be more like 2 weeks (not 60 days). She was reticent with respect to the company not honoring the \$125 credit that was promised, and all she said was, and I quote: "I wish there was something I could do."

I have to reiterate – the *only* reason that I agreed to stay as an MCI customer was because I thought it would increase my chances of keeping my phone number. The supervisor also assured me that I would be able to keep my existing phone number. I do not really care about the \$125 credit, my primary concern was with having a *working phone*.

I waited without home phone service until Tuesday, July 24 when I received a letter from MCI (photocopy enclosed). In this letter, I was informed that MCI has been trying to reach me with important information about my account but that they could not reach me by phone. I borrowed my neighbor's phone, assuming that it was in regards to whether or not I also wanted long-distance service. I was transferred to a specialist named Leanne. She informed me that my phone number had been given away, and there was nothing that could be done to reestablish service with that number.

I recently received a bill from MCI (copy enclosed) for \$37.47. I am being billed \$24.99 for the One-Company Advantage plan that I canceled on June 28. I am also being billed for a "12c Anytime w Int'l Wkds" plan. (The plan I was supposed to be on was 7 cents to Canada [5 cent weekends], and at this point I am loathe to examine past bills to determine if there were errors in how I was charged). The dates for the billing period are 06/28-07/05.

Given that I haven't been able to make a long distance call since June 22, and that I haven't been able to make a local call since July 5, can you realistically expect me to pay for services that were not provided? In the context of all the promises and reassurances, and offers of credits to compensate for my inconvenience, I think it is insulting that this bill was even issued.

To summarize:

- C AOL Talk America stole my phone number for long-distance calling purposes.
- C Several MCI customer service representative promised that they could reestablish my long-distance service, but all failed to do so.
- C MCI assured me that it was possible to cancel the billing for my long-distance plans and maintain local service; instead, all phone service was canceled without my permission.
- C MCI promised that my local service would be reactivated with my existing phone number; ultimately you failed to do so.
- C An account credit of \$125 was offered but your company failed to honor this.
- C I have received a bill for a calling plan that I was unable to use for over 6 weeks while waiting to have local and/or long-distance service reactivated.

My phone number was appropriated and my phone service was disabled without my permission. I hope that in this context MCI will neither require payment nor continue to demand payment for services that clearly were not provided.

Sincerely,

Corinne Zimmerman

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CC: Federal Communications Commission
Better Business Bureau
USAirways