



The Commonwealth of Massachusetts

DEPARTMENT OF TELECOMMUNICATIONS AND CABLE

D.T.E./D.T.C. 05-AD-05

November 19, 2007

Adjudicatory hearing in the matter of complaint of Lawrence J. Kilgallen relative to the rates and charges for telecommunications services sold by Verizon New England, Inc. d/b/a Verizon Massachusetts.

APPEARANCES: Lawrence J. Kilgallen
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Complainant

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FOR: VERIZON NEW ENGLAND, INC.
d/b/a VERIZON MASSACHUSETTS
Respondent

I. INTRODUCTION

On May 11, 2004, the Consumer Division of the Department of Telecommunications and Cable (“Department”), formerly the Department of Telecommunications and Energy, held an informal hearing on the complaint of Lawrence J. Kilgallen (“Complainant”) relating to bills rendered for telephone service provided by Verizon New England, Inc., d/b/a Verizon Massachusetts (“Verizon” or “Company”). The Complainant was not satisfied with the Consumer Division's decision, and on September 6, 2005, the Complainant requested an adjudicatory hearing before the Department pursuant to Rule 6.1(c) of the Rules and Practices Relating to Telephone Service to Residential Customers established in New England Telephone, D.P.U. 18448 (1977) (“Rules”). The Department docketed this matter as D.T.E./D.T.C. 05-AD-05.

Pursuant to notice duly issued and the Rules, the Department held an adjudicatory hearing at the Department's offices on December 6, 2005. The Complainant testified on his own behalf. Verizon sponsored the testimony of John Conroy, vice-president of regulatory for Massachusetts. The evidentiary record consists of 108 exhibits and the Company's responses to five record requests.¹

¹ Following the hearing, each party submitted a Motion to Supplement the Record. The Department hereby grants each party's Motion and marks the supplemental materials as Exhs. LJK 9 and VZ 11 Supp.

II. SUMMARY OF ISSUES

The Complainant asserts that Verizon mishandled a service change request to move his telephone service on one line to a less expensive service (Exh. LJK 2; Tr. at 8-9).² The Complainant states that after waiting what he deemed a reasonable period of time for Verizon to process the service change request, he paid the less expensive rate on his own initiative (Exh. LJK 2; Tr. at 8-9, 18-19). The Complainant contends that more than one year later, Verizon inappropriately required him to become current on these underpaid amounts before it would take requested action on a separate phone line (Exh. LJK 2; Tr. at 8-9). As such, the Complainant is seeking a refund of the \$704.66 paid on March 10, 2004, plus interest (Exh. LJK 4; Tr. at 12).

Verizon asserts that the issue is whether the Complainant received a refund check of \$793.38 that Verizon issued on March 9, 2000, relating to a call forwarding feature that did not work (Exhs. DTE-1, VZ 10; Tr. at 48, 55-56). Verizon contends that the Complainant is attempting to expand the proceeding to include issues that were not before the Consumer Division (Tr. at 48, 55-56; see Exhs. VZ 10, VZ 11).

III. POSITIONS OF THE PARTIES

A. The Complainant

The Complainant disagrees with Verizon's assertions that he is attempting to expand the proceeding by raising issues that were not before the Consumer Division (see Tr. at 46-47).

² During the time period at issue, the Complainant had several residential and business accounts that were being served by Verizon (Exh. LJK 8-21; Tr. at 15, 22-23).

The Complainant asserts that the Company's contention that Verizon refunded \$793.38 in March of 2000 for an inappropriately-billed payment of \$704.66 he made in March of 2004 is illogical (Exhs. LJK 7, LJK 8-36).

The Complainant testified that on December 27, 2001, he sent a letter via certified mail return receipt to the attention of Debra Geoffrey³ at Verizon's Consumer Sales and Solutions Center in Andover and asked that the service on the telephone line at issue ("Telephone Line") be changed from Basic Local Service with foreign exchange ("FX") service⁴ to a lower-cost remote call forwarding ("RCF") service⁵ (Exhs. LJK 2, LJK 8-2; Tr. at 13-14, 49).⁶ The rate for FX service was approximately \$118.00 per month, while the rate for RCF service was \$19.00 per month plus additional per call fees (see e.g., Exhs. LJK 8-16, LJK 8-39, LJK 8-40; see also RR-VZ-3, RR-VZ-4). In the letter, the Complainant stated "[i]f you do not personally handle service changes, please forward this letter to the people within your company who do" (Exh. LJK 8-2).

³ The Complainant stated he mailed the letter to the attention of Debra Geoffrey because she had handled previous complaints for him (Tr. at 14-15).

⁴ FX service is furnished from an exchange other than that normally serving the area in which the customer is located. M.D.T.E. No. 10, Part A, § 5.4.2(A).

⁵ RCF service provides automatic forwarding of all incoming calls placed to a seven-digit RCF number to a terminating telephone number in the same or a different exchange. M.D.T.E. No. 10, Part A, § 7.3.1(A). The Complainant was aware of the availability and cost of the lower-priced service because it was on another of his telephone lines (Exhs. LJK 6, LJK 8-2).

⁶ Most correspondence from the Complainant to Verizon included concerns regarding other telephone lines or services. Because those telephone lines and services are not at issue in this matter, reference to them is not included here (see e.g., Exhs. LJK 8-9; LJK 8-11).

The Complainant's request was not processed and instead, the letter was returned to the Complainant with a hand-written note advising him not to send future correspondence to Ms. Geoffrey; the hand-written note did not indicate what representative at Verizon the Complainant should contact to submit his service change request (Exh. LJK 8-3; Tr. at 14). The Complainant sent two more letters to Verizon's Consumer Sales and Solutions Center in Andover on January 22, 2002, and March 9, 2002, but did not direct them to the attention of Ms. Geoffrey (Exhs. LJK 8-3; LJK 8-4). In his letter of January 22, 2002, the Complainant asked that Verizon process the December 2001 service change request and stated that he did not consider himself responsible for the higher-priced service as of mid-January 2002 since, in his opinion, that provided sufficient time for the Company to implement the service change request (Exh. LJK 8-3). In his letter dated March 9, 2002, the Complainant noted that the service change request had not yet been processed (Exh. LJK 8-4). The Complainant also stated that he was deducting from his payment the portion of the bill attributable to the difference in rates between the service he requested (RCF service) and the service for which he was being charged (FX service) (id.).

Because the Consumer Sales and Solutions Center had neither responded to his letters nor processed the December 2001 service change request, as evidenced by his monthly bills, the Complainant sent a letter dated April 2, 2002, to Cheryl Wenning, an executive manager at Verizon's Boston office, who had previously assisted him in resolving other disputes (Exh. LJK 8-5; Tr. at 11, 59; see also Exh. LJK 8-1). In his letter, the Complainant asked that Verizon process the December 2001 service change request, and ensure that he not be

charged at the old (higher) service rate after mid-January 2002 (Exh. LJK 8-5). Ms. Wenning responded by letter shortly thereafter⁷ and acknowledged the Complainant's December 2001 service change request and stated that the Company would execute the change order and “correct the billing back to this date” (Exh. LJK 8-6). Ms. Wenning also asked that the Complainant acknowledge that his service change request would require an interruption to service on the Telephone Line for a few hours while being processed (id.; see also Exh. LJK 8-11).

As of April 5, 2002, the Complainant's account had accumulated an overdue balance of \$213.61 due to the Complainant deducting from his monthly payments the estimated difference in rates between FX service and RCF service as well as unposted payments (Exh. LJK 8-41; Tr. at 8-9; see also Exhs. LJK 8-39, LJK 8-40, LJK 8-42). Because of this overdue balance, Verizon sent a disconnect warning to the Complainant on April 5, 2002, and on April 16, 2002, the Company disconnected service to the Telephone Line (Exhs. LJK 8-37, LJK 8-42).

On July 8, 2002, the Complainant sent another letter to Ms. Wenning and reiterated his request that the Company process his service change request and credit his account for the inappropriately-billed amounts (Exh. LJK 8-9). In his letter, the Complainant also noted that the Telephone Line had been disconnected (id.). On July 16, 2002, Ms. Wenning sent the Complainant another letter in which she asked that the Complainant provide written consent to

⁷ While Ms. Wenning's letter was undated, it appears from the context and the parties' testimony to have been sent on or about April 8, 2002 (Exhs. LJK 8-5, LJK 8-6; Tr. at 50). Neither party disputed this timeframe (see Tr. at 50).

“experience a loss of service on these lines during this order process” (Exh. LJK 8-10).⁸ The Complainant responded by letter dated July 24, 2002, and again asked that Verizon honor his December 2001 service change request and credit his account for the difference in rates over the period since that time (Exh. LJK 8-11). The Complainant also questioned the need to acknowledge that service on the Telephone Line would be disrupted when it had been disconnected by the Company (id.).

As of September 30, 2002, the Complainant had not yet received a response to his July 24, 2002, letter, and as such, he sent Ms. Wenning another letter reiterating his request that the Company honor his December 2001 service change request and credit his account for the difference in rates from December 27, 2001 (Exh. LJK 8-12). On October 9, 2002, Ms. Wenning responded and stated that the Complainant's service change request was scheduled to be completed the next day (Exh. LJK 8-14).⁹ Ms. Wenning also advised the Complainant that Verizon's business office was working to address the other issues raised in his letter of September 30, 2002, which perforce included crediting his account for the difference in the rates billed (id.).

⁸ While Ms. Wenning referred to loss of service on more than one line, the process required interruption to only the Telephone Line (see Exh. LJK 8-6).

⁹ Ms. Wenning sent an interim letter on October 7, 2002, and informed the Complainant that the Company's business office was working to resolve the issues and that a status report would be provided at a later date (Exh. LJK 8-13).

The Complainant's service change request was processed on or around October 13, 2002, and a new account number was established for the Telephone Line (Tr. at 13, 18).¹⁰ On October 24, 2002, Ms. Wenning notified the Complainant that, with respect to the Telephone Line, the business office was “following up to issue the proper credits and send [the Complainant] a refund check on this account” for any payments made (Exh. LJK 8-18). Between October 2002 and December 2003, the Company neither issued any credits related to the Telephone Line nor sent the Complainant a refund check related to the Telephone Line (see Exhs. LJK 2, LJK 8-50).

In December 2003, the Complainant attempted to restore service on another telephone line and Verizon refused to reinstate the service on this second telephone line unless the Complainant paid the outstanding balance on the Telephone Line at issue in this proceeding, which at that time amounted to \$704.66 (Tr. at 9, 20, 22).¹¹ In order to restore service on his unrelated telephone line, the Complainant paid the disputed outstanding balance of \$704.66 on the Telephone Line on March 10, 2004 (Exh. LJK 8-81; Tr. at 20).

¹⁰ Verizon labels accounts with the telephone number followed by a three digit number denoting the type of service; it was this three digit number, and not the telephone number, that was changed (Tr. at 40).

¹¹ In calculating the estimated difference between FX service and RCF service, the Complainant had deducted \$762.77 from his monthly payments as follows: \$96.07 on March 9, 2002; \$96.34 on April 12, 2002; \$84.89 on May 1, 2002; \$96.56 on June 19, 2002; \$96.89 on July 8, 2002; \$96.81 on July 24, 2002; \$97.76 on September 14, 2002; and \$97.45 on September 30, 2002 (Exhs. LJK 8-4, LJK 8-57, LJK 8-58, LJK 8-59, LJK 8-60, LJK 8-61, LJK 8-62, LJK 8-63, LJK 8-64).

The Complainant asserts that he should not have been required to pay the outstanding charges on the Telephone Line in order to reinstate service to an unrelated telephone line (Exhs. DTE-1, LJK 2; Tr. at 9). The Complainant also contends that as a result of the mishandling of the service change request, he was overcharged for telephone services from mid-January 2002 until October 2002 (Exh. LJK 2; Tr. at 8-9, 12-13). As such, the Complainant is seeking a refund of the \$704.66 paid on March 10, 2004, plus interest (Exh. LJK 4; Tr. at 12).

B. The Company

Verizon asserts that the Complainant is attempting to expand this appeal to examine other accounts that were not at issue before the Consumer Division (Tr. at 48, 55-56). Verizon asserts that the issue before the Consumer Division was whether the Complainant received a refund check of \$793.38 that Verizon issued to the Complainant on March 9, 2000, relating to a call forwarding feature that did not work (Exhs. DTE-1, VZ 10; Tr. at 48, 55-56).

In addressing the December 2001 service change request, Verizon acknowledges that it ultimately received the Complainant's service change order (Exh. LJK 8-6; Tr. at 49). However, the Company asserts that it does not typically take service orders via certified mail return receipt requested (Tr. at 49). Instead, Verizon provides a telephone number and a website on its monthly bills for the use of customers seeking to change their service (RR-VZ-1; Tr. at 49-50). Nonetheless, the Company contends that the Complainant's December 2001 service change request would have required an interruption in service, and, accordingly, the

Company requested the Complainant's written consent to such an interruption (Exhs. LJK 8-6, VZ-9, VZ-15). Verizon asserts that because the Complainant did not provided the appropriate written permission in a timely manner, the Complainant is responsible for the charges and a billing adjustment is unnecessary (Exh. VZ-15; Tr. at 50-51).

Verizon acknowledges that Ms. Wenner informed the Complainant that the Company would credit his bill back to December 2001 even though it did not process the service change request at that time (Tr. at 92; see also Exhs. LJK 8-6, LJK 8-18). However, Verizon asserts that "supervision" later determined that such a credit was inappropriate (Tr. at 92). The Company contends that its actions were fully consistent with the Rules as the Complainant's outstanding balance of \$704.66 related to unpaid charges that were properly billed and that the Complainant's dispute of those charges is unfounded (Exh. VZ-12). Verizon further argues that it was free to require payment of any outstanding balance as a condition of service because the Complainant's other telephone line was for non-residential service and therefore the Rules do not apply (Exh. RR-VZ-5).

IV. STANDARD OF REVIEW

In accordance with the Department's well-established policy, a company's billings are presumed to be accurate where the company produces substantial evidence demonstrating such accuracy. Tucak v. New England Telephone and Telegraph Company, D.P.U. 90-AD-5 (1994); Desantis v. New England Telephone and Telegraph Co., D.P.U. 19889 (1981). In order to rebut this presumption, the customer is required to produce substantial evidence of such weight and quality as would place the propriety of the Company's billing in question.

New England Telephone and Telegraph Company v. Quayyum, D.P.U. 604 (1981);

Buonopane v. New England Telephone and Telegraph Company, D.P.U. 30 (1981).

V. ANALYSIS AND FINDINGS

A. Determining the Issue

As an initial matter, we address Verizon's contention that the Complainant has raised an issue that was not before the Consumer Division. The Department has previously held that a hearing before the Consumer Division is not an adjudicatory proceeding as defined by G.L. c. 30A. Machise v. New England Telephone Company, D.P.U. 87-AD-12-A at 2-3, Order on Motion for Reconsideration (1988) (finding complainant's assertions that Department, in its final order, decided issues beyond the scope of the informal hearing to be without legal merit). In addition, the Department has held that informal decisions will not be determinative of any issue in the subsequent formal adjudicatory proceeding. Cresto v. Bay State Gas Company, D.P.U. 20151, at 2 n.1 (1982); see also 220 C.M.R. § 1.10(1). The importance of this requirement is magnified by the record in this proceeding. For example, the parties are in disagreement as to certain statements that were made before the Consumer Division (see e.g., Tr. at 46-47). Specifically, Verizon asserts that the issue before the Consumer Division related to a refund check for \$793.38 that the Company provided to the Complainant on March 9, 2000 (Tr. at 45-48). The Complainant disagrees and contends that the issues raised before the Consumer Division were not accurately reported in the Consumer Division's decision (Tr. at 47). Pursuant to 220 C.M.R. § 1.10(1), all unsworn statements appearing in the record shall not be considered as evidence on which a decision may be based.

We may only rely on evidence presented by the parties in this de novo proceeding. As such, the informal proceeding before the Consumer Division is not record evidence that can be used to determine the scope of this proceeding. Therefore, we find that the issue before the Department in this proceeding involves the service change request made by the Complainant on December 27, 2001.¹²

B. Accuracy of Bills

As outlined below, we determine that the Complainant produced substantial evidence to rebut the presumption of the accuracy of the bills at issue in this matter. The record shows that from December 27, 2001, to September 30, 2002, the Complainant submitted seven written service change requests to Verizon. Verizon asserts that the failure of the Complainant to provide timely written acknowledgment that there would be an interruption of service on the Telephone Line shifts responsibility for any delay in the processing of the service change request to the Complainant (Exh. VZ 15; Tr. at 91). We disagree. We determine that, in this case, seven separate letters requesting a single service change is more than sufficient to serve as a valid request for a service change, notwithstanding Verizon's stated policy of generally

¹² Even if we were able to permit the inclusion of the Consumer Division proceeding as record evidence, we would nonetheless conclude that the issue before the Department in this proceeding involves the service change request of December 27, 2001. In the Complainant's initial letter requesting a hearing before the Consumer Division, he outlined the issues for resolution, and specifically referenced the service change request made in December of 2001 (Exh. LJK 8-31). The Complainant did not make any reference to the check issued to the Complainant by Verizon in March of 2000 (*id.*). Thus, Verizon had adequate notice of the issues in dispute. See Chapter 30A, § 11(1).

only accepting service changes by telephone or through its website.¹³ In addition, even after the Complainant gave his written acknowledgment, in July 2002, it took Verizon three more months to process the service change request (see Exhs. LJK 8-11, LJK 8-14).

Further, in the service change requests submitted by the Complainant on July 8, 2002, and July 24, 2002, he informed the Company that service on the Telephone Line had been disconnected due to past due amounts resulting from the deduction by him of the difference in cost between FX service and RCF service.¹⁴ Since the Telephone Line was disconnected, there was no reason for Verizon to obtain written acknowledgment from the Complainant that there would be an interruption in service on the Telephone Line.

With respect to the Complainant's Telephone Line being disconnected on April 16, 2002, the Rules provide that a telephone company may not disconnect service with respect to any portion of a delinquent account that is the subject of a pending complaint. See Rules 5.6, 6.1. The Rules further state that a customer may notify the Company of any complaint "by telephone, mail or in person." Rule 6.1(a). According to the record, the Complainant specifically disputed the monthly bill amount attributable to the difference in rates between

¹³ We note that our ruling is based solely on the unique facts of this case and does not establish a rule of general applicability, including but not limited to, that written acknowledgments are no longer required. In addition, the record in this case is inconclusive on the issue of whether Verizon's existing policy of generally only accepting service changes by telephone or through its website is unreasonable (see RR-VZ-1; Tr. at 49-50, 58-62; see also Chapter 159, § 16). Nor is there a sufficient record on whether there are more appropriate practices and the financial impact to Verizon of adopting those practices. Id.

¹⁴ Arguably, Verizon's representative should have been aware that the Telephone Line had been disconnected for non-payment in April of 2002.

RCF service and FX service. The Complainant appropriately notified Verizon of its dispute by mail three times between January 22, 2002, and April 16, 2002, the disconnect date (see Exhs. LJK 8-3, LJK 8-4, LJK 8-5). As such, we find that the Company inappropriately disconnected the Telephone Line when past-due amounts were in dispute.

In addition, the Company is required to inform a customer in writing when the results of an investigation are not favorable to that customer. Rule 6.1. When Verizon decided it was inappropriate to provide a credit despite Ms. Wenning's previous assurances that it would do so, it does not appear that Verizon provided any written notification to the Complainant (Tr. at 91-92; see Exhs. LJK 8-6, LJK 8-18). Verizon is required to comply with the Department's regulations, and in this case, it did not.

Based on the above, we find that Complainant provided sufficient evidence to rebut the presumption of accuracy of the Company's bills.¹⁵ The Complainant asserts that the Company should have been able to change his service on the Telephone Line to RCF service within two weeks from the date of his initial service change request (Exhs. LJK 8-3, LJK 8-4). Verizon did not dispute that two weeks was a reasonable amount of time, and in fact, it took approximately two weeks to process the service change request once Verizon recognized that the Complainant had provided acknowledgment (see Exhs. LJK 8-12, LJK 8-14). Hence, we

¹⁵ Because we have determined that Verizon's bills were not accurate and the Company must refund the overcharges, we do not reach the parties' arguments as to the appropriateness of requiring payment of the disputed charges as a condition of restoring service to another telephone line.

find that two weeks from the initial service change request, or the billing period beginning January 13, 2002, was sufficient time for the Company to process the service change order.

C. Determining Refund Amount

In considering the appropriate refund to be provided to the Complainant, we look at the bills rendered to the Complainant from the billing periods of January 13, 2002, the date the service change request should have been processed, to October 13, 2002, the date the service change request was processed (see Figure 1 below).

FIGURE 1

<u>Billing Period</u>	<u>Amt. Charged</u>	<u>Correct Amt.</u>	<u>Refund Due</u>
Jan. 13-Feb. 12	\$117.55	\$21.48	\$96.07
Feb. 13-March 12	\$117.55	\$21.21	\$96.34
March 13-April 12	\$117.55	\$32.66	\$84.89
April 13-May 12	\$117.55	\$2.10	\$115.45
May 13-June 12	\$117.55	\$0.00	\$117.55
June 13-July 12	\$117.55	\$0.00	\$117.55
July 13-Aug. 12	\$118.66 ¹⁶	\$0.00	\$118.66
Aug. 13-Sept. 12	\$118.66	\$0.00	\$118.66
Sept. 13-Oct. 12	<u>\$ 0.00</u>	<u>\$0.00</u>	<u>\$ 0.00</u>
Total	\$942.61	\$77.87	\$865.17

We first determine the appropriate amount that should have been billed to the Complainant on a monthly basis (see Figure 1 above). In paying his monthly bills during this time period, the Complainant deducted from each payment the difference in the amount that Verizon billed him for the FX service and the cost of RCF service (Tr. at 15-19; see n.11

¹⁶ The increase of \$1.11 represents a change in the cost of Verizon's Basic Local Service (see Exhs. LJK 8-46, LJK 8-47).

above).¹⁷ RCF service includes charges based on measured usage; hence, in determining the total RCF service cost, the Complainant used the amount that he was charged on another telephone line on which he had RCF service.¹⁸ The Complainant stated that he received less than two calls per month on the Telephone Line and that the measured usage charges in any given month should have been the same as the charges on his other telephone line (Tr. at 18, 103). Verizon stated it was not able to determine the measured charges that would have incurred had the Telephone Line been changed from FX service to RCF service on January 13, 2002, and hence could not arrive at the appropriate total RCF charge (RR-VZ-4; Tr. at 102-106). Therefore, we accept the amount as outlined by the Complainant as reasonable and as the amount that should have been billed on a monthly basis for RCF service (see Figure 1 above).

On April 16, 2002, Verizon disconnected the Telephone Line for non-payment; because of the outstanding amounts owed by the Complainant, Verizon did not reconnect the Telephone Line until it processed the service change request on or around October 13, 2002 (see Exh. LJK 8-37; Tr. at 13, 18). However, from April 16, 2002, through September 12, 2002,

¹⁷ The sum of the amounts deducted each month comprises the \$704.00 that Verizon required the Complainant to pay in March of 2004 and at issue in this matter.

¹⁸ The base cost of RCF service is \$19.00 (Exh. LJK 8-16; RR-VZ-4). Using the additional measured usage charges as computed on his separate telephone line, the Complainant made the following payments for RCF service: \$21.48 on March 9, 2002; \$21.21 on April 12, 2002; \$32.66 on May 1, 2002; \$20.99 on June 19, 2002; \$20.66 on July 8, 2002; \$20.74 on July 24, 2002; \$20.90 on September 14, 2002; and \$21.21 on September 30, 2002 (Exhs. LJK 8-4, LJK 8-57, LJK 8-58, LJK 8-59, LJK 8-60, LJK 8-61, LJK 8-62, LJK 8-63, LJK 8-64).

the Company continued to charge the Complainant for service on the Telephone Line (see e.g., Exhs. LJK 8-44, .LJK 8-45). For the three-day billing period from April 12, 2002, to April 16, 2002, the Complainant should have been billed on a prorated basis at the RCF service rate (see Figure 1 above). The Complainant is not responsible for any charges on the Telephone Line during the billing periods from May 13, 2002, through September 12, 2002, when the Telephone Line was disconnected.

The Company did not bill the Complainant during the billing period from September 13, 2002, through October 12, 2002; hence, no refund is warranted for this period (see Figure 1 above). Therefore, the Department finds that the total amount to be refunded to the Complainant is \$865.17.

We disagree with the Complainant's assertion that the Company should be required to pay interest on any overcharges (see Exh. LJK 4; Tr. at 12). The Department has previously awarded interest where a company's actions were especially egregious. See e.g., Holden Municipal Light Department v. Lovett, D.P.U. 85-13-4, 1-2 (1986) (failure to test electric meter over a 26-year period; test showed meter running 23 percent fast). Although resolution of the service change request was not completed in a timely fashion, the Company made some attempt to resolve the Complainant's concerns throughout the ten-month period. As such, we do not find that the Company's actions rise to the level required to award interest.

VI. ORDER

After due notice, hearing, and consideration, it is

ORDERED: That Verizon New England, Inc., d/b/a Verizon Massachusetts, refund the Complainant, Lawrence J. Kilgallen, the amount of \$865.17; and it is

FURTHER ORDERED: That Verizon New England, Inc., d/b/a Verizon Massachusetts, pay said amount to the Complainant, Lawrence J. Kilgallen, within 30 days of this Order; and it is

FURTHER ORDERED: That Verizon New England, Inc., d/b/a Verizon Massachusetts, comply with all other directives in this Order.

By Order of the Department,

/s/
Sharon Gillett, Commissioner

Final orders of the Department of Telecommunications and Cable are subject to appeal pursuant to the requirements of applicable state and federal law.