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STATE OF MICHIGAN

JUN 07 2001

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the complaint of
COVENANT HOUSE MICHIGAN
and GREAT LAKES TELECOM, INC.
against **AMERICAN TELEPHONE AND**
TELEGRAPH COMPANY (a/k/a AT&T
Corp., AT&T, Inc.), TELEPORT
COMMUNICATIONS GROUP, INC.
(a/k/a Teleport Communications,
TCG Detroit, and TCG Detroit Holdings, I, Inc.)

Case No. U-12759

MICHIGAN PUBLIC SERVICE COMMISSION STAFF'S
EXCEPTIONS TO THE PROPOSAL FOR DECISION

In accordance with the May 31, 2001 agreement between the parties and the Administrative Law Judge (ALJ) concerning the date for filing of exceptions to the May 24, 2001 Proposal for Decision (PFD) in this case, the Michigan Public Service Commission Staff (Staff) files this exception to the May 24, 2001 PFD.

The May 24, 2001 PFD provides in part:

The record shows that when Covenant House relocated its headquarters, it ordered remote call forwarding as part of the telecommunications service package. **The Administrative Law Judge agrees with Respondents that cramming involves the intentional inclusion or addition of optional services in the end-users telecommunications service package that the end-user did not request or authorize. Consequently, the Administrative Law Judge finds that no violation of Section 507(1) has been demonstrated.** What has been shown is that an error in billing an account for an optional service took place.

(PFD, p 13.) (Emphasis added.)

Staff excepts to this conclusion by the ALJ.

ARGUMENT

A. Complainant is not required to prove that a violation of Section 507(1) is "intentional."

Section 507(1) of the Michigan Telecommunications Act, MCL 484.2101 *et seq* provides:

(1) A telecommunications provider shall not include or add optional services in an end-user's telecommunications service package without the express oral or written authorization of the end-user.

Contrary to the ALJ's finding, there is no intent requirement in this statutory provision.

Rather, Section 507(1) is a strict liability provision for which no *mens rea* need be established by the Complainant.

The decision in *People v Lardie*, 452 Mich 231, 239-241 (1996) by the Michigan Supreme Court, while involving a criminal statute there, is nonetheless instructive:

In order to determine whether a statute imposes strict liability or requires proof of a *mens rea*, that is, a guilty mind, this Court first examines the statute itself and seeks to determine the Legislature's intent. *People v Quinn*, 440 Mich 178, 185; 487 NW2d 194 (1992). In interpreting a statute in which the Legislature has not expressly included language indicating that fault is a necessary element of a crime, this Court must focus on whether the Legislature nevertheless intended to require some fault as a predicate to finding guilt. *Id.* In this statute, the Legislature did not expressly state that a defendant must have a criminal intent to commit this crime.

Criminal intent is ordinarily an element of a crime even where the crime is created by statute. *People v Rice*, 161 Mich 657, 664; 126 NW 981 (1910). Statute that create strict liability for all of their elements are not favored. *Quinn*, *supra* at 187. Nevertheless, a state may decide under its police power that certain acts or omissions are to be punished irrespective of the actor's intent. *Id.* at 186-187; *People v Hatinger*, 174 Mich 333, 335; 140 NW 648 (1913). Many of the crimes that impose strict liability have been termed "public welfare regulation." *Quinn*, *supra* at 187; see also *Morissette v United States*, 342 US 246, 255; 72 S Ct 240; 96 L Ed 288 (1952) (public-welfare offenses). Chief Justice THOMAS COOLEY succinctly described the general rule that a criminal statute requires a *mens rea*:

I agree that as a rule there can be no crime without a criminal intent; but this is not by any means a universal rule. One may be guilty of the high crime of manslaughter when his only fault is gross negligence; and there are many other cases where mere neglect may be highly

criminal. Many statutes which are in the nature of police regulations . . . impose criminal penalties irrespective of any intent to violate them; the purpose being to require a degree of diligence for the protection of the public which shall render violation impossible. [*People v Roby*, 52 Mich 577, 579; 18 NW 365 (1884).]

Specific intent is defined as a particular criminal intent beyond the act done, whereas general intent is merely the intent to perform the physical act itself. *People v Beaudin*, 417 Mich 570, 573-574; 339 NW2d 461 (1983); *People v Langworth*, 416 Mich 630, 639, 644; 331 NW2d 171 (1982).¹² For a strict-liability crime, the people need only prove that the act was performed regardless of what the actor knew or did not know. *Quinn, supra* at 188. **On this basis, the distinction between a strict-liability crime and a general-intent crime is that, for a general-intent crime, the people must prove that the defendant purposefully or voluntarily performed the wrongful act, whereas, for a strict-liability crime, the people merely need to prove that the defendant performed the wrongful act, irrespective of whether he intended to perform it. . . .**

(Emphasis added; footnote omitted.)

Section 507(1) of the MTA requires only that the Complainant prove that respondent performed the wrongful act, and it is inconsequential whether respondent "intended" to perform that act.

The ALJ's apparent addition to Section 507(1) of an intent element has consequences which would, in all likelihood, make it difficult, if not impossible, to establish a violation of Section 507(1) by a large, corporate, telecommunications provider.

In *Young v Young*, 211 Mich App 446, 455-456 (1995), the Michigan Court of Appeals was presented with a statute, 18 USC 2511(1)(a), which had been amended to change the required intent element from "willfully" to "intentionally." The Court addressed the import of the intent element to that offense:

The legislative history behind the amendment indicates that the term "intentionally" as used under § 2511 was not meant to require the existence of a motive:

As used in the Electronic Communications Privacy Act, the term "intentional" is narrower than the dictionary definition of "intentional." "Intentional" means more than that one voluntarily engaged in conduct or caused a result. Such conduct or the causing of the result must have been the person's conscious objective. An "intentional" state of mind means that one's state of mind is intentional as to one's conduct or the result of

one's conduct if such conduct or result is one's conscious objective. . . . As indicated in the Judiciary Committee's report to accompany the Criminal Code Reform Act of 1981 (S 1630): **"The highest degree of culpability is present if a person engaged in conduct (or causes a result) intentionally, that is, 'if it is his conscious objective or desire to engage in the conduct (or cause the result).'** A common means to describe conduct as intentional, or to say that one causes the result intentionally, is to state that it is done or accomplished 'on purpose.'"

(Emphasis added.)

The Michigan Legislature certainly did not include, as an element to a Section 507(1) offense, a requirement that the complainant prove that the act was done "intentionally." The ALJ erred by adding this "highest degree of culpability" to a violation where the Legislature had not included this *mens rea* as a required element.

B. Complainants have established by a preponderance of the evidence that Respondents violated the anti-cramming provisions of the MTA.

Complainants, in Paragraph 19(a) of their formal complaint, allege that Respondents violated provisions of the Michigan Telecommunications Act, MCL 484.2101 *et seq*; MSA 22.1469(101) *et seq* in a number of ways, including:

- a. A telecommunications provider shall not include or add optional services in an end-user's telecommunications service package without the express oral or written authorization of the end-user. Section 507(1).

Complainants introduced Exhibits C-48 (Attachment A) and C-49 (Attachment B) in support of their allegations in this regard. On cross-examination, AT&T witness Douglas Minnis testified:

- Q Would you refer to Exhibit C-48, please, and I ask you to turn to page – in the lower right-hand corner it says AT&T 0528.
- A. Uh-huh.
- Q And that's a change order form that you prepared; is that correct?
- A That's correct.

Q And in the Comments section in the middle of the form you state – this is your note, isn't it?

A Yes, it is.

Q "Customers should only be billed for 9 lines of remote call forwarding." Correct?

A Correct.

Q And you had made that determination?

A Not on my own.

Q No, the customer had requested only nine lines to have call forwarding, correct?

A Actually I won't say that is correct. Ted brought it to my attention that they only wanted to be billed for nine remote call forward lines, and that's what initiated this order form.

Q And then you specify which lines the customer wants to have call forwarding on, correct?

A That's correct.

Q And you instruct the provisioning people, I presume, "All other numbers should be removed." And that means call forwarding should be deleted on all of those lines, correct?

A That's correct.

Q Now, this form is dated – and I had trouble finding it last time. Can you tell me when you issued this form?

A I don't believe the date was on here last time, and it still isn't.

Q You're right. We couldn't find a date exactly. But it was clearly sometime after July, August and September invoices because you refer in the next line "Attention Martin Group." What's Martin Group or GRP?

A That's our billing group.

Q O.K. "Customer requires credit for balance falsely billed in total of \$1682.64," and you had determined that they should not have been billed for those months July, August and September, I take it, because the request to stop the call forwarding had been made sometime before July?

A Yes. They should not have been billed for remote call forwarding for those months.

Q And do you know on how many lines they were being billed for remote call forwarding?

A I believe I calculated 76 lines.

Q And each of those lines was at the rate of \$14.50 a month, or is it \$14.25?

A Seventy-five.

Q Seventy-five.

A Yes.

T, Vol. 5, pp 383-385.

Contrary to the express wishes of Complainants, Respondents added, and included charges for, remote call forwarding on 75 lines over at least a three month period. While Respondents acknowledge that this charge was not for service Complainants had ordered, Respondents nonetheless provided no definitive representation as to when this unauthorized charging would be remedied. On cross-examination by Staff counsel, Mr. Minnis testified that neither Covenant House nor Mr. Apostoleris had yet been advised by AT&T that they could expect this credit on their future bill (T, Vol. 5, p 378). While the ALJ characterized the proofs here as "an error in billing" (PFD, p 13), all "slamming" and "cramming" complaints could possibly – in some vague, generic sense – be characterized by some as mere "errors in billing". Staff would submit, however, that these particular forms of "errors" have been classified by the Legislature as prohibited activity by providers, and may not be so easily dismissed as simple "errors in billing." Respondents violated Section 507(1) of the MTA.

C. Respondents have failed to sustain the burden of proof necessary to avoid the assessment of a fine pursuant to Section 506(3).

Section 506(3) of the MTA, amended by 2000 PA 295 (which took effect July 17, 2000),¹ provides:

(3) Notwithstanding subsection (2), a fine shall not be imposed for a violation of section 505 or 507 if the provider has otherwise fully complied with sections 505 and 507 and shows that the violation was an unintentional and bona fide error notwithstanding the maintenance of procedures reasonably adopted to avoid the error. Examples of a bona fide error include clerical, calculation, computer malfunction, programming, or printing errors. An error in legal judgment with respect to a person's obligations under section 505 is not a bona fide error. The

¹ As reference to Section 507 was added to Section 506(3) by the 2000 amendment to the MTA, this relief would not apply to a violation of Section 507 which occurred prior to the effective date of that amendment.

burden of proving that a violation was an unintentional and bona fide error is on the provider.

While the provider may thus escape a fine for a proven violation of Section 507(1), the burden is on the provider to establish **both** that the provider has otherwise fully complied with Section 507 and that the violation was “unintentional” and a *bona fide* error which occurred notwithstanding the maintenance of procedures reasonably adopted to avoid the error. Staff submits that Respondents failed to present any evidence upon which the ALJ could reasonably conclude that Respondents “otherwise fully complied” with Section 507 or that Respondents had maintained procedures reasonably adopted to avoid such errors. Staff would additionally submit that Respondents presented only the most cryptic of testimony in support of the contention that the violation of Section 507(1) established here was “unintentional.” On cross-examination by counsel for Covenant House/Great Lakes Telecom, Inc, Mr. Minnis acknowledged:

A Most recently, just a few days ago, we did manage to speak with someone who could explain why they were still being billed for the remote call forwarding charges, which basically in layman’s terms was a system glitch. The order had been placed to remove that probably in June of last year. I’m not really sure of the exact date, but I think it was June of last year we processed that request. A system error from some reason did not process that request completely.

That has been taken care of and I believe they will be seeing a credit in the sum of approximately \$9000 either in their April invoice or in the May invoice.

T, Vol. 5, p 378.

Staff would submit that this fleeting reference to a “glitch” by Respondents is insufficient to meet the burden of proof required by Section 506(3), and a fine is appropriately assessed here.

RELIEF

WHEREFORE, Staff respectfully requests that the Commission find that the ALJ erred in concluding that a violation of Section 507(1) of the MTA must be "intentional"; that Respondents violated the anti-cramming provisions of Section 507(1); that Respondents failed to meet their burden of proof to avoid a penalty pursuant to Section 506(3) of the MTA; and that, consequently, a fine is appropriately assessed. With regard to that penalty, Staff again submits that the Commission may determine that the cramming violation established on this record began in July of 2000 and continued through the date of the hearing, and that the Commission may regard each monthly bill with these cramming charges to be a distinct violation, or may regard each individual charge on each monthly bill to be a separate violation. Additionally, Staff submits that the appropriate penalty for violations in July of 2000 fall under Section 601(b), with the penalty for violations from August 2000 to the present provided by Section 506(2)(a).

Respectfully submitted,

**MICHIGAN PUBLIC SERVICE COMMISSION
STAFF**



Michael A. Nickerson (P25138)
Assistant Attorney General
Public Service Division
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Lansing, MI 48911
Telephone: (517) 241-6680

DATED: June 7, 2001
2001000226A

DEPOSITION
EXHIBIT

1 DM
pal 3-23-01

MESSAGE CONFIRMATION

09/14/2000 14:47
ID=AT&T LOCAL SRVCS

DATE	S.R-TIME	DISTANT STATION ID	MODE	PAGES	RESULT
09/14	01'28"	925 224 3965	CALLING	05	OK 0000

*Daisy Lee - escalation mgr.
443360*



Fax

Date: 9/14/00

No. of pages: 5

Fax to: Marta Gonzalez

Fax number: 800 860 2360

Fax from the desk of: Doug Minnis

C-48



Fax

Date: 9/14/00

No. of pages: 5

Fax to: Marta Gonzalez

Fax number: 800 860 2360

Fax from the desk of: Doug Minnis

Telephone number: 248 262 8864

Return fax: 248 262 6659

Comments: As per our conversation

Thanks much,

Doug

PrimeXpress and PrimePath (Business Lines*) Change Order Form (page 1 of 2)

- use this form for adding DID #'s or for changes to PIC, hunt group, line class code, BNS, frame formatting, trunk grp reconfig

Customer Name: COVENANT HOUSE

PON: DTRP0000251

Account Group: CVNT

Account: CVNT04

Desired Due Date: ASAP

Charge for change - USOC: DEBRRCF

Form completed by, name and phone: DOUG MINNIS, 2482628864

Original ASR(s): DTRP0000251

Circuit ID(s): 13-ASTZ-005579

Customer Initiator: TED APOSTELERIS

Customer Initiator Phone: 734 213 7100

PIC Change

Trunk Group #: N/A

BTN: 313 825 7000

PIC from:

PIC to:

Related Line numbers:

For Trunk Change Only - Date and time requested for change:

"Down Time" approved by customer: ☐ Yes ☐ No

Comments/Special Instructions: Customer should only be billed for 9 lines of Remote call forwarding.
Please note these lines are: 313 825 7000, 7025, 7023, 7050, 7021, 7066, 7060, 8000, & 8003.
All other numbers should be removed.

ATTN Martin grp: Customer requires credit for balance falsely billed in total of \$ 1682.64 (this includes
Back billing for July, August & September invoicing.

HUNT Group (ASR Required)Hunt Description: ☐ Mutli-line Reg ☐ Multi-line Cir ☐ Multi-line UCD ☐ Series ☐ Other

Date and time requested for change:

"Down Time" for lead number approved: ☐ Yes ☐ No

Trunk Group #:

Existing TCG BTN:

Comments/Special Instructions:

LINE CLASS CODE OR DAS SCR CHANGE

Trunk Group:

BTN:

Related Line Numbers:

Description of Change:

ADD DID NUMBERS

Trunk Group #:

BTN:

Line Numbers to Add:

Martha Gonzales
313-863-7563

Covenant House Main Office

Address: 2959 Martin Luther King
Detroit, Michigan 48208

The following numbers will be automatically forwarded to the new numbers without blockage

Start Date of billing 3/30/00

Name	Description	Old Number	New Number	
Corporate Phone Number	Main Office	313-825-7000	313-463-2000	24 Paths
Fax Number		313-825-7025	313-463-2001	1 Path
Executive Fax Number		313-825-7023	313-463-2101	1 Path

Start Date of billing 2/21/00

Name	Old Number	New Number	
Eastside community Service C	313-825-7050	313-463-2200	24 PATHS
Fax Number	313-825-7021	313-463-2201	1 PATH

Start Date of billing 4/5/00

Name	Old Number	New Number	
Job Development Center	313-825-7068	313-463-2400	24 PATHS
Fax Number	313-825-7060	313-463-2401	1 PATH

Start Date of billing 4/13/00

Name	Old Number	New Number	
Southwest Community Service	313-825-8000	313-463-2300	24 PATHS
Fax Number	313-825-8003	313-463-2301	1 PATH

I want to be charge only from the start date of service above and everything else be credited

Remote call forward lines = 9

400-766-2360

8/10/1994 22:27 734-213-6655

PAGE 05

11 '00 20:20 FR COVENANT HOUSE MI

313 825 7023 TO 917349955556

P.04/08



Enhanced Switched Services

DETAIL OF CONTINUING ACTIVITY

COMPANY: COVENANT HOUSE
 ACCOUNT NUMBER: CVNT -CVNT04
 INVOICE DATE: 08/01/00
 INVOICE NUMBER: 2552890

* Remote Call Forwarding
 lines to remain on acct.

76 lines
 x 2
 152 lines

SWITCHED SERVICES - DETROIT METRO AREA

SERVICE PERIOD 08/01/00 - 08/31/00

LOCATION TELEPHONE NUMBER	SERVICE TYPE	USER	CURRENT QUANTITY	RECURRING AMOUNT
4151 SEMINOLE				
825-7000*	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7001	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7003	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7004	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7005	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7006	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7007	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7008	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7009	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7010	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7011	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7013	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7017	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7019	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7021*	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7022	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7023*	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7024	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7025*	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7026	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7027	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7028	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7029	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7031	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7032	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7033	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7035	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7036	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7037	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7038	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7039	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7040	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7041	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7049	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7050*	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
SUBTOTAL CONTINUING ACTIVITY FOR LOCATION 4151 SEMINOLE			35	\$ 516.25
4328 CENTRAL AVE				
825-8000*	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8001	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8002	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8004	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8006	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8008	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8009	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8010	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8011	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8012	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8013	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8014	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8015	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75

825-8003*



Enhanced Switched Services

DETAIL OF CONTINUING ACTIVITY

COMPANY:	COVENANT HOUSE
ACCOUNT NUMBER:	CVNT -CVNT04
INVOICE DATE:	08/01/00
INVOICE NUMBER:	2552680

LOCATION TELEPHONE NUMBER	SERVICE TYPE	USER	CURRENT QUANTITY	RECURRING AMOUNT
4329 CENTRAL AVE				
825-8016	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8017	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8018	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8019	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8020	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8021	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8022	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8023	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8024	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
SUBTOTAL CONTINUING ACTIVITY FOR LOCATION 4329 CENTRAL AVE			22	\$ 324.50
5690 CECIL				
825-7044	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7045	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7046	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7047	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7051	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7052	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7054	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7055	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7056	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7058	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7059	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7060	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7061	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7062	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7063	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7064	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7065	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7066	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7067	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7068	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7069	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7070	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7071	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7072	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7073	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7074	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7075	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
SUBTOTAL CONTINUING ACTIVITY FOR LOCATION 5690 CECIL			27	\$ 398.25
3300 JEFFRIES (FRMY)				
463-2000	DID NUMBER BLOCKS ADD'L 10	GREG SEVELIS	98	220.50
463-2000	DID NUMBER BLOCKS FIRST 20	GREG SEVELIS	1	4.50
463-2000	DID/POD	GREG SEVELIS	1	340.00
SUBTOTAL CONTINUING ACTIVITY FOR LOCATION 3300 JEFFRIES (FRMY)			100	\$ 565.00
SUBTOTAL CONTINUING ACTIVITY FOR SWITCHED SERVICES - DETROIT				\$ 1,804.00

* Remote Call Forwarding



Enhanced Switched Services

DETAIL OF CONTINUING ACTIVITY

COMPANY: COVENANT HOUSE
 ACCOUNT NUMBER: CVNT -CVNT04
 INVOICE DATE: 08/01/00
 INVOICE NUMBER: 2552890

* Remote Call Forwarding
 lines to remain on acct.

76 lines
 x 2 = 152 lines
 1121.76

SWITCHED SERVICES - DETROIT METRO AREA

SERVICE PERIOD 08/01/00 - 08/31/00

LOCATION TELEPHONE NUMBER	SERVICE TYPE	USER	CURRENT QUANTITY	RECURRING AMOUNT
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825-7019	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7021*	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7022	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7023*	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7024	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7025*	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7028	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7027	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7028	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7029	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7031	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7032	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7033	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7035	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7036	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7037	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7038	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7039	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7040	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7041	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7049	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7050*	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75

SUBTOTAL CONTINUING ACTIVITY FOR LOCATION 4151 SEMINOLE

35 1 516.25

4328 CENTRAL AVE

825-8000*	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8001	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8002	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8004	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8006	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8008	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8009	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8010	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8011	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8012	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8013	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8014	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8015	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75

825-8003*

C-49



Enhanced Switched Services

DETAIL OF CONTINUING ACTIVITY

COMPANY: COVENANT HOUSE
 ACCOUNT NUMBER: CVNT -CVNT04
 INVOICE DATE: 08/01/00
 INVOICE NUMBER: 2552690

LOCATION TELEPHONE NUMBER	SERVICE TYPE	USER	CURRENT QUANTITY	RECURRING AMOUNT
4329 CENTRAL AVE				
825-8016	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8017	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8018	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8019	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8020	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8021	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8022	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8023	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-8024	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
SUBTOTAL CONTINUING ACTIVITY FOR LOCATION 4329 CENTRAL AVE			22	\$ 324.50
5690 CECIL				
825-7044	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7045	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7046	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7047	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7051	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7052	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7054	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7055	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7056	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7058	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7059	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7060	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7061	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7062	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7063	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7064	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7065	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7066	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7067	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7068	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7069	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7070	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7071	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7072	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7073	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7074	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
825-7076	REMOTE CALL FORWARDING	GREG SEVELIS	1	14.75
SUBTOTAL CONTINUING ACTIVITY FOR LOCATION 5690 CECIL			27	\$ 398.25
3300 JEFFRIES (FRNY)				
463-2000	DID NUMBER BLOCKS ADD'L 10	GREG SEVELIS	98	220.00
463-2000	DID NUMBER BLOCKS FIRST 20	GREG SEVELIS	1	4.00
463-2000	DID/DOD	GREG SEVELIS	1	340.00
SUBTOTAL CONTINUING ACTIVITY FOR LOCATION 3300 JEFFRIES (FRNY)			100	\$ 564.00
SUBTOTAL CONTINUING ACTIVITY FOR SWITCHED SERVICES - DETROIT				\$ 1,804.50

* Remote Call
Forwarding

JUN 07 2001

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

COMMISSION

In the matter of the complaint of
**COVENANT HOUSE MICHIGAN
and GREAT LAKES TELECOM, INC.**
against **AMERICAN TELEPHONE AND
TELEGRAPH COMPANY (a/k/a AT&T
Corp., AT&T, Inc.), TELEPORT
COMMUNICATIONS GROUP, INC.
(a/k/a Teleport Communications,
TCG Detroit, and TCG Detroit Holdings, I, Inc.)**

Case No. U-12759

PROOF OF SERVICE

STATE OF MICHIGAN }
COUNTY OF INGHAM }

Linda Andreas, being first duly sworn, deposes and says that on **June 7, 2001**, she served a true copy of the **Michigan Public Service Commission Staff's Exceptions to the Proposal for Decision** upon the following parties by depositing the same in a United States postal depository enclosed in an envelope bearing postage fully prepaid, plainly addressed as follows:

Daniel J. Demlow
Frederick M. Baker, Jr.
Honigman Miller Schwartz & Cohn, LLP
222 N. Washington Square, Ste. 400
Lansing, MI 48933-1800

John J. Reidy III
AT&T Communications of Michigan
215 S. Washington Square, Ste. 230
Lansing, MI 48933

AT&T Corp.
222 West Adams, Suite 1500
Chicago, IL 60606

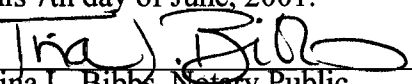
George Hogg, Jr.
Arthur J. LeVasseur
Fischer, Franklin & Ford
3500 Guardian Building
Detroit, MI 48226

Hon. James Rigas
Administrative Law Judge
Department of Consumer & Industry Services
Ottawa State Office Building
611 W. Ottawa Street
P.O. Box 30695
Lansing, MI 48909-6915



Linda Andreas

Subscribed and sworn to before me
this 7th day of June, 2001.



Tina L. Bibbs, Notary Public
Ingham County, Michigan
My Commission Expires: 11/13/2003