

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of:)	
)	
Ameritech Operating Companies)	Transmittal No. 1449
Tariff FCC No. 2)	
)	
Nevada Bell Telephone Company)	Transmittal No. 97
Tariff FCC No. 1)	
)	
Pacific Bell Telephone Company)	Transmittal No. 207
Tariff FCC No. 1)	
)	
Southern New England Telephone Company)	Transmittal No. 860
Tariff FCC No. 39)	
)	
Southwestern Bell Telephone Company)	Transmittal No. 3045
Tariff FCC No. 73)	

**PETITION OF NEXTEL COMMUNICATIONS, INC. TO SUSPEND AND
INVESTIGATE**

Nextel Communications, Inc. (“Nextel”) files this petition to suspend and investigate the captioned tariff filings in accordance with Section 1.773 of the Commission’s rules. The proposed tariff revisions raise substantial questions of lawfulness under Section 201(b) of the Communications Act and warrant suspension and investigation.

The filing companies are all part of SBC Communications, Inc. and will be referred to collectively as “SBC”. By these tariff revisions SBC proposes to revise the refusal and discontinuance of service and security deposit provisions of its interstate access tariffs. Nextel is aware that SBC recently withdrew similar filings after the

Commission suspended them and ordered an investigation. In the new filings SBC conformed its provisions in some respects to other tariff provisions that have become effective, particularly those of the National Exchange Carrier Association, Inc. (NECA). Unfortunately, SBC has omitted key features contained in the NECA tariff, which afford access customers better protection against unjust and unreasonable treatment with respect to imposing security deposits.

While SBC has adopted the definition used by NECA for “proven history of late payments” (twice within the preceding twelve months undisputed payments representing at least ten percent of total billings were not received within three business days after the due date), the provisions remain unlawful because they can result in an unjustifiable imposition of security deposits. Customers are in jeopardy of triggering the deposit provisions because SBC requires bills to be paid “no later than 30 days of the bill date or the next bill date ... whichever is sooner.” Section 2.5.3. This differs from a more reasonable provision in the NECA tariff, which considers a bill delayed when it is not rendered at least 20 days prior to the 31-day payment due date, NECA Tariff Section 2.4.1, such that security deposit provisions are not triggered. SBC affords customers no similar relief from untimely rendered bills and the imposition of unnecessary security deposits. A customer must not be bound by the payment date, and potentially subject to onerous deposit requirements, if the bill is received weeks after the billing date.

By contrast, SBC includes a customer protection provision in its proposed revisions reducing the notice period for refusal and discontinuance of service from thirty to fifteen days. Under the tariff filing, the fifteen-day notice period may be invoked only

if SBC sent the bill to the customer within seven days of the bill date thirty days before notice of refusal and discontinuance is given. Section 2.1.6.

Just as SBC's tightening of the notice period for refusal and discontinuance of service obligated it to provide assurances of a reasonable time for its customers to act responsibly, the imposition of stricter security deposit provisions requires nothing less. Therefore, if the bill is not timely received, SBC's failure to provide that the payment due date may be delayed makes the proposed revisions an unjust and unreasonable practice in violation of Section 201 (b) of the Act. Nextel believes that a reasonable customer protection provision would require appropriate customer notification and a reasonable timeframe in which to pay without triggering onerous security deposit provisions.

The proposed security deposit provisions are unlawful for two other reasons. The NECA tariff provides for a mandatory refund or credit of a security deposit when the customer has established credit and does not rely on payment history. Nextel believes this to be reasonable. However, SBC's tariff provisions impose an unreasonable practice by requiring a one-year good payment record in all cases before a refund is given. There is no reason for SBC to retain a deposit after a customer has established credit demonstrating that there is reasonable assurance that bills will be paid.

Finally, the SBC provisions requiring a deposit of as much as two months of the customer's total billings is unreasonable. If a customer's late payments have been limited to ten percent of total billings twice in a year, it seems unreasonable for the telephone company to exact a deposit of two months' total billings, or ten times the amount that was late. Customers subject to deposits are entitled to some certainty that any deposit they may be required to pay will be reasonable in amount. A reasonable approach would

be to incorporate into the tariff a provision that the size of any deposit required must bear a reasonable relationship to the amounts paid late within the preceding twelve months. Such a provision would give SBC adequate protection against nonpayment based on the customer's payment history, yet would not unduly burden the customer with having to pay a deposit that exceeds the risk to the telephone company. Since SBC already is billing customers in advance for service, it would have little exposure, particularly in view of its proposal to shorten refusal and discontinuance notice to fifteen days.

For the foregoing reasons, SBC's tariff filings contain provisions that are not just and reasonable. Nextel asks the Commission to exercise its discretion to suspend and investigate these filings.

Respectfully submitted,

Nextel Communications, Inc.

_____/s/_____
Allison Jones
Counsel, Regulatory

Nextel Communications, Inc.
2001 Edmund Halley Drive
Reston, VA 20191

Dated: March 11, 2005