

FILE

*Allan Lewicki: Writer / Photographer
7911 Thornton Dr.
Parma, Ohio 44129*

June 24, 2008

Dear PUCO

RECEIVED-DOCKETING DIV
2008 JUN 25 PM 12:11
PUCO

Re: Allan L. Lewicki v. v. AT&T Ohio
PUCO Case No. 08-235-TP-CSS

The termination of this case is at hand but due to a non-response from my May 23rd letter to AT&T I am resubmitting (to AT&T) a revision of that letter under the authority of 4901-1-19. Enclosed in that letter are Cut & Paste printings of 4901-1-10, 4901-1-19 and 4901-1-23, this letter was mailed via Certified Mail & Signature required, likewise, a letter to Mr. Randal L. Stephenson (AT&T CEO) was sent so as to assure there be absolutely no "miscommunication" (these letters are enclosed).

Due to the time period specified in foregoing regulations I must wait upon the response from AT&T.

Also, pursuant to 4901-1-27 (C), I have reduced my case to writing in a manner as concise as possible (enclosed). My intention is; should my case need to be heard by a full hearing, 4901-1-27 (B) (a) by satisfied.

Respectfully Submitted
Allan L. Lewicki



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Allan L. Lewicki v. v. AT&T Ohio

PUCO Case No. 08-235-TP-CSS

June 24, 2008

Preamble: (By Allan Lewicki)

I have stated previously that the primary reason for my submitting this complaint is not about money. The primary reason is the unethical business practices conducted by AT&T. Such as:

- Discrepancies between the services I arranged with Customer Service and the actual service rendered.
- Demonstrated & multiple non-action with calls to Customer Service to rectify problems.
- Customer Service created the problems referenced above.
- Disregard to written material.
- Refusal to correspond in writing.

The amount of money involved in my case is insignificant; an adjustment of the money in dispute will be settled in the final outcome of this case. However, the money involved will most definitely be made an issue as to present the modus operandi of AT&T. Additionally, it has become evident to me as a result of researching similar PUCO cases, and by postings attained from the Internet, that AT&T considers themselves above accountability. ***It is the accountability issue that is my primary objection.***

I submit: If a company or person makes a mistake in the conduct of their business, and it is brought to their attention, and the situation is corrected, then, it's just a mistake. If however, a "mistake" isn't a mistake (i.e. intentional), and if the reason for such is financial advantage, and, if this becomes a pattern, then, it is not just a mistake. **IT IS A CRIME!**

I further submit that refusal by AT&T to address the issues of my case in writing is an indication that they are fully aware that the issues in question are at a minimum, **unethical**.

Issue One

The billing phone number (440) 884-0377 as a business account after November 2004

This not only is a fitting starting point chronologically, but it is also the issue at which *communications between myself and Jon F. Kelly ceased.* (see enclosures a & b. Enclosure a was my response to the 2nd proposed settlement submitted by Jon F. Kelly, enclosure b is that proposed settlement)

Note enclosure 1 (letter dated November 29, 2004) of my first submission to the PUCO, also note question #1 of my letter of May 15, 2008 to the Commission. The May 15th letter is what was referred to in the first sentence of my April 29th letter to Jon F. Kelly.

Of the few documents that I have NOT submitted to the PUCO are the last dismissal agreement written by Jon F. Kelly, and my response thereto (both enclosed as mentioned above). I will quote from my April 29th letter to Mr. Kelly:

“The matter of the Business to Residential account, I am not at this time suggesting a monetary adjustment, *only that the issue be addressed.*”

The only communication I have received hence has been the letter from AT&T Customer Service dated May 15, 2008, also note that that letter is unsigned (this is enclosed with my letter to the PUCO of May 23, also enclosed in the May 23 mailing was my response to that AT&T letter, yet unanswered).

I submit that the reason I have received nothing from AT&T is because any response from them would only be further incriminating. I have written a subsequent letter under the authority of 4901-1-19, I am awaiting a reply.

Issue Two

The refusal of Customer Service to correspond in writing

The following is quoted from AT&T's answer to my complaint, item #6:

"AT&T Ohio avers that the Complainant's demand that all communication with him be in writing is unreasonable, is not required by any statute, rule or tariff, and is commercially unreasonable"

First: Why?? Do I insist that all communication be in writing? I will quote from my own letter to Customer Service of May 23:

"...given that you (Customer Service) have abundantly demonstrated that you are *incapable of verbal communication* (which is the entire reason that caused me to file a complaint with the PUCO)..."

Second: A rebuttal to item #6 of AT&T's answer (in addition to my opinion stated in my letter to the PUCO dated April 12, 2008); "...not required by any statute, rule of tariff..."

Here is the statute, rule and tariff requiring communication be in writing: ME, Allan L Lewicki, i.e. SELF, I Am I to conclude that the Exalted Fortune 500 Company AT&T is exempt from formal, legal communication with an insignificant, miniscule, plebian like myself?! And again, this is a **MAJOR** reason for my filing a formal complaint.

Issue Three

The pattern of "Miscommunication"

The first miscommunication: The billing of (440) 884-0377 as a business account

The second miscommunication: The establishment of a dial-up Internet account

The third miscommunication: The automatic deduct from my Debit Card Bank Account.

The fourth miscommunication: The non-delivery of the software to activate the Dial-Up-Service

The fifth miscommunication: The billing of the above non-service as DSL

The sixth miscommunication: The disconnection of (440) 842-5673

The seventh miscommunication: The BBB complaint #27035326

The eighth miscommunication: The continued billing of (440) 842-5673

Regarding ALL the above, I will quote from my April 21, 2008 letter to Jon F. Kelly:

“...should this have its final judgment from the PUCO, I will allow them to determine weather this is “miscommunication”, a “pattern”, or a “pattern of miscommunication”...”

In my May 15th letter to the Commission therein is a list of fifteen questions, I pray that the Commission require of AT&T answers to these questions. Note also that Jon F. Kelly has had more that ample time to ponder these answers.

Issue Four

Accountability

At the time of this writing the allotted time as per 4901-1-19 has not transpired (as awaiting an answer to my June 14th letter). Should AT&T not respond, I will not force 4901-1-23. ***I will site this as case-in-point of AT&T considering themselves above accountability.***

Conclusion

It is my opinion that AT&T, on a regular basis, conducts unethical billing, not only with myself, but with the general public. To wit, Google "I hate AT&T", therefore (as per 4901-1-26), the settlement I seek is that AT&T refund to me *every penny I ever paid them*. The forgoing settlement is not motivated by monetary gain or loss, but by the cavalier attitude that AT&T evidently concedes themselves immune from reprisal, and this is also evidenced by their refusal to address the issues of my case in writing.

Next item of settlement: AT&T provides me with a written statement that I owe them absolutely nothing, and that they guarantee any and all actions taken by collection agencies are terminated.

Next item of settlement: Given the time and effort I have devoted to this case, and given the difficulties caused, AT&T pay me compensatory damages. The dollar amount I am specifying is the cost of what I would have had to pay an attorney, a minimum, \$10,000.

Next item of settlement: In that I content that the actions (or inaction) of AT&T involving my complaint are not just unethical, but **CRIMINAL**, that they be held accountable.

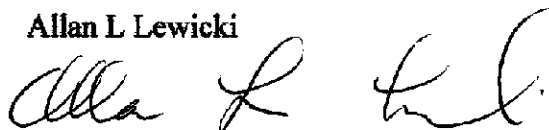
One final item of "accountability": The only additional service I had requested with the 842-5673 number was that it be unlisted. Not only did I receive calls from AT&T at my residence, but they called me at my place of employment. I consider this a violation of the spirit of "unlisted".

A summery of the whole matter

Why?? Did this entire episode take place? **a)** I have a problem with the Internet, **b)** I call Customer Service, **c)** nothing happens, **d)** I repeat item c several times, **e)** I conclude that since they are unable to conduct business over the phone, everything must be in writing, **f)** They will not write, **g)** BBB complaint that partially resolves the issues, **h)** Formal Complaint with the PUCO

Respectfully Submitted

Allan L Lewicki



Epitaph

Sub-Title; The "Service" of AT&T's Customer Service

The following is a cut & paste, this statement is contained in numerous AT&T letters:

"Thank you for being an AT&T customer! With AT&T, you're backed by the nation's largest telecommunications company offering an unsurpassed array of voice, wireless, entertainment and IP/data communications products and services. We value you as a customer and hope your recent change of service request was handled promptly and professionally."

"Your satisfaction is our #1 priority. If this letter does not accurately reflect the changes you requested, or if you have questions regarding your service, please call one of our knowledgeable Customer Service Representatives at 1-800-ATT-2020 or visit our web site at att.com."

The "Accountability" mentioned in my PUCO Case should include AT&T being held in violation of "truth in advertising", given that the two above quotes are NOT TRUE!

Sub-Title; The "Competence" of AT&T

See enclosure #12 of my first mailing to the Commission:

"We attempted to email this confirmation letter to you at the following address. allanlewicki@sbcglobal.net but were unable to reach you through the internet..."

Why?? Were they unable to reach me? Could it possibly be because the email address referenced was disconnected? Who disconnected it?? Could it possibly have been AT&T?

See enclosure #15 of my first mailing to the Commission:

"Thank you for your recent letter concerning your telephone account 440 842-5673 954 6. As our customer, you are important to us. We need additional information to answer your questions."

First, I had written more than one letter, they did not specify which letter. **Second**, there were no questions.

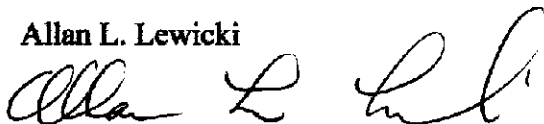
See the May 15th letter from Aurora (enclosed in my May 23rd letter to the Commission)

"We have tried unsuccessfully to contact you..."

How?? Did they attempt to contact me? Could it have been via phone? Does it have any relevance that my phone was disconnected?

The three above cited letters are the only written communication sent by AT&T (other than the correspondence from Jon F. Kelly).

Allan L. Lewicki



Allan Lewicki: Writer / Photographer
7911 Thornton Dr.
Parma, Ohio 44129

June 14, 2008

AT&T
Randal L. Stephenson
175 E. Houston St.
San Antonio, Texas 78205

Ref: PUCO Case No. 08-235-TP-CSS

Dear Mr. Stephenson

Enclosed is a letter I have received from your Aurora Illinois facility, also enclosed are my May 23rd and June 14th replies to that letter.

Note that the June 14th letter, under the authority of PUCO 4901-1-19 is an Interrogatory. You may consider this letter as a reinforcement of my Aurora June 14th letter.

Insure that your subordinates fulfill their duties as per the referenced PUCO regulations. As a courtesy I am enclosing a copy of 4901-1-19. Note in the body of the text; line 6, words 3 & 4.

To be absolutely sure that there is no "miscommunication" I have enclosed copies of PUCO 4901-1-10, 4901-1-19 and 4901-1-23 in my June 14th letter to Aurora.

Allan L Lewicki

A handwritten signature in cursive script, appearing to read "Allan L. Lewicki".

CC: Public Utilities Commission of Ohio

Allan Lewicki: Writer / Photographer
7911 Thornton Dr.
Parma, Ohio 44129

June 14, 2008

AT&T
PO Box 8105
Aurora, IL 60507-8105

Ref: 1) Your letter dated May 15, 2008
2) My letter dated May 23, 2008
3) PUCO Case No. 08-235-TP-CSS

Dear AT&T

Enclosed are Cut & Paste documents via the Internet from the Ohio Administrative Code.

In that you are apparently ignoring my May 23rd letter, pursuant to the enclosed, you are hereby informed that this letter **IS AN INTERROGATORY.**

In accordance to the above referenced May 15th letter, and my May 23rd response, **provide:**

A

All documents relevant to "my case"

B

All "additional information" referenced in your May 15th letter

C

All billing records of phone numbers (440) 884-0377 & (440) 842-5673

Allan L Lewicki



CC: 1) Public Utilities Commission of Ohio
2) Randal L. Stephenson

SETTLEMENT AGREEMENT AND RELEASE

KNOW ALL MEN BY THESE PRESENTS:

Allan L. Lewicki, 7911 Thornton Dr., Parma, Ohio 44129 has filed a complaint against AT&T Ohio¹ with the Public Utilities Commission of Ohio, Case No. 08-235-TP-CSS, in which many allegations are made about the services and billing rendered by AT&T Ohio. The parties to the dispute agree to settle this dispute as follows: AT&T Ohio will cancel the outstanding final bill on Mr. Lewicki's residential account (440-842-5673-954-6) in the amount of \$36.38 and the final bill on his business account (440-884-0377-804-5) in the amount of \$64.49. In consideration, Mr. Lewicki does hereby, for himself, his successors and assigns, release and forever discharge AT&T Ohio, its owners, agents, employees, insurers, successors and assigns, of and from any and all liability arising out of or resulting from all claims and contentions asserted, or which could have been asserted, known or unknown, in the action entitled Allan L. Lewicki v. AT&T Ohio, Case No. 08-235-TP-CSS on the docket of the Public Utilities Commission of Ohio, and from any and all contracts, liabilities, doings, or omissions concerning or relating to any matter or thing in connection therewith.

We agree that the above entitled case shall be dismissed, with prejudice, and agree to execute, or have executed on our behalf, the necessary papers to accomplish that result.

We further agree, on behalf of ourselves and our agents, insurers, successors, and assigns, not to voluntarily disclose the terms and conditions of this settlement.

The undersigned, the duly authorized representatives of the parties, have read this settlement agreement and release, understand all its terms, sign it voluntarily and with full knowledge of its significance, and understand that it is a binding contractual agreement and not a

¹ The Ohio Bell Telephone Company uses the name AT&T Ohio.

mere recital.

Executed this ____ day of _____, 2008.

Allan L. Lewicki

AT&T Ohio

By: _____
Title: _____

08-235.release

Allan Lewicki: Writer / Photographer
7911 Thornton Dr.
Parma, Ohio 44129

April 29, 2008

Dear Mr. Kelley

Re: Allan L. Lewicki v. v. AT&T Ohio
PUCO Case No. 08-235-TP-CSS

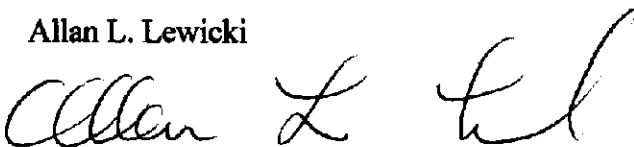
I am in receipt of your letter of April 25, 2008. Consequently I have made a revision in my communication with the PUCO, enclosed is a letter I intended to mail to the Commission today, but have not. However, the settlement you purpose remains unacceptable, the following issues must be addressed:

- The matter of the Business to Residential account, I am not at this time suggesting a monetary adjustment, only that the issue be addressed.
- Provide a written guarantee that my name be expunged from any collection agencies associated with AT&T.
- I **DO NOT** release AT&T Ohio from claims asserted in the action entitled Allan L. Lewicki v. AT&T Ohio, Case No. 08-235-TP-CSS on the docket of the Public Utilities Commission of Ohio.
- An informal settlement must be **"Dismissed without prejudice"**.

I will not rewrite the SETTLEMENT AGREEMENT AND RELEASE; I will closely scrutinize your subsequent proposal, also note that this letter has not been sent to the PUCO.

Respectfully Submitted

Allan L. Lewicki

A handwritten signature in cursive script, appearing to read "Allan L. Lewicki".

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

AT&T
P.O. Box 8105
AURORA IL 60507

2. Article Number

(Transfer from service label) 7008 0150 0000 5417 2321

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-154

COMPLETE THIS SECTION ON DELIVERY

- A. Signature *[Signature]* ☐ Agent
X ☐ Addressee
- B. Received by (Printed Name) *[Signature]* C. Date of Delivery 6-19
- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

AT&T
RANDAL L. STEPHENSON
175 E. HOUSTON ST
SAN ANTONIO TX
78205

2. Article Number

(Transfer from service label) 7008 0150 0000 5417 2307

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-154

COMPLETE THIS SECTION ON DELIVERY

- A. Signature *[Signature]* ☐ Agent
X *[Signature]* ☐ Addressee
- B. Received by (Printed Name) *[Signature]* C. Date of Delivery 6/18/02
- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes