

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

— — —

In the Matter of:

[illegible]

Vondelise Jones,

Complainant,

VS.

Case No. 09-1020-TP-CSS

AT&T Ohio,

Defendant.

— — —

PROCEEDINGS

before Mr. James Lynn, Attorney Examiner, at the Public Utilities Commission of Ohio, 180 East Broad Street, Room 11-B, Columbus, Ohio, called at 10:10 a.m. on Tuesday, April 20, 2010.

ARMSTRONG & OKEY, INC.
222 East Town Street, Second Floor
Columbus, Ohio 43215-5201
(614) 224-9481 - (800) 223-9481
Fax - (614) 224-5724

— — —

1 APPEARANCES:

2 Ms. Vondelise Jones
3 765 Donald Avenue
4 Akron, Ohio 44306-3405

5 Pro se.

6 AT&T OHIO
7 By Ms. Mary Ryan Fenlon
8 150 East Gay Street, Room 4A
9 Columbus, Ohio 43215

10 On behalf of the Respondent

11 - - -
12
13
14
15
16
17
18
19
20
21
22
23
24
25

INDEX

- - -

WITNESS	PAGE
Vondelise Jones	
Direct Testimony	7
Kathleen M. Gentile-Klein	
Direct Examination by Ms. Fenlon	57
Cross-Examination by Ms. Jones	77
Examination by the Hearing Examiner	85
Recross-Examination by Ms. Jones	88

- - -

EXHIBITS

- - -

JONES EXHIBITS	IDFD	ADMTD
1 - AT&T Monthly Statement 2/25/08 (473 9)	10	91
2 - AT&T Monthly Statement 11/25/08 (474 7)	11	91
3 - AT&T Monthly Statement 11/25/08 (474 7)	14	91
4 - AT&T Monthly Statement 11/25/08 (473 9)	16	91
5 - AT&T Monthly Statement 11/25/08 (473 9)	20	91
6 - AT&T Monthly Statement 7/25/08 (473 9)	23	91
7 - TeleCommunity Money Order No. 249549	25	91
8 - Bay Area Credit Service, 1/8/09	28	91
9 - Bay Area Credit Service, 12/2/08	28	91
10 - Bay Area Credit Service, 4/20/09	29	91
11 - Bay Area Credit Service, 12/19/08	29	91
12 - Enhanced Recovery Corporation, 9/4/09	29	91
13 - AT&T Monthly Statement 5/25/08 (473 9)	33	91
14 - TeleCommunity Money Order No. 247689	34	91

1	JONES EXHIBITS	IDFD	ADMTD
2	15 - V. Jones, Summary of Payments	36	91
3	16 - TeleCommunity Money Order No. 258769	39	91
4	17 - AT&T Packet of Bill Reprints	40	91
5	18 - AT&T Monthly Statement 3/25/08 (473 9)	41	91
6	19 - AT&T Monthly Statement 4/25/08 (473 9)	41	91
7	20 - AT&T Monthly Statement 5/25/08 (473 9)	41	91
8	21 - AT&T Monthly Statement 8/25/08 (473 9)	41	91
9	22 - AT&T Monthly Statement 9/25/08 (473 9)	41	91
10	23 - AT&T Monthly Statement 2/25/09 (473 9)	41	91
11	24 - V. Jones, Summary of Payments	43	91
12	25 - AT&T Past Due Notice, 10/20/08	44	91
13	26 - Cingular Wireless Service Agreement, 9/14/05	44	91
14	27 - TeleCommunity Money Order No. 258769 and AT&T Check No. 6720916363	90	91
15	28 - TeleCommunity Check Receipt No. 248844	92	93
16	29 - TeleCommunity Check Receipt No. 246083	92	93
17	30 - TeleCommunity Check Receipt No. 247094	92	93
18	31 - TeleCommunity Check Receipt No. 252393	92	93
19	32 - Western Union Pay Order, 9/8/08	92	93
20	33 - Western Union Pay Order, 10/8/08	92	93
21	34 - Western Union Pay Order, 11/5/08	92	93
22	36 - TeleCommunity Check Receipt No. 256742	92	93
23	36 - TeleCommunity Check Receipt No. 248844	92	93
24	37 - TeleCommunity Check Receipt No. 248844	92	93
25			

	AT&T ATTACHMENTS	IDFD	ADMTD
1			
2	N - AT&T Monthly Statement 6/25/08 (473 9)	61	91
3	O - AT&T Monthly Statement 1/25/08 (473 9)	61	91
4	P - AT&T Monthly Statement 2/25/08 (473 9)	62	91
5	Q - AT&T Monthly Statement 3/25/08 (473 9)	62	91
6	R - AT&T Note Page, Customer Service Records, Acct No. 330 773 3890 473	60	91
7			
8	1 - Prefiled Testimony of Kathleen M. Gentile-Klein with Attachments A-L and 1-7	58	91
9			
10	8 - Wireless Bill, Acct No. 246678995, 1/11/08-2/10/08	67	91
11	9 - Wireless Bill, Acct No. 246678995, 2/11/08-3/10/08	68	91
12			
13	10- Wireless Bill, Acct No. 246678995, 3/11/08-4/10/08	69	91

- - -

1 Tuesday Morning Session,

2 April 20, 2010.

3 - - -

4 THE ATTORNEY EXAMINER: On the record.

5 The Public Utilities Commission of Ohio has assigned
6 for hearing at this time and place Case
7 No. 09-100-TP-CSS, In the Matter of Vondelise Jones
8 versus AT&T Ohio.

9 I'm Jim Lynn, an attorney-examiner
10 assigned to hear this case. At this time I will have
11 the appearance of the parties and begin with
12 Ms. Jones.

13 If you will state your full name and
14 address, Ms. Jones.

15 MS. JONES: My name is Vondelise Jones.
16 My address is the 765 Donald Avenue, Akron, Ohio.
17 44306.

18 THE ATTORNEY EXAMINER: Thank you.

19 Representing AT&T Ohio.

20 MS. FENLON: Yes. My name is Mary Ryan
21 Fenlon, F-E-N-L-O-N, AT&T Ohio, 150 East Gay Street,
22 4A, Columbus, Ohio, 43215.

23 THE ATTORNEY EXAMINER: And concerning
24 the order of our proceedings today, as mentioned, we
25 will hear from Ms. Jones first and then from AT&T.

1 Off the record a minute.

2 (Discussion off record.)

3 THE ATTORNEY EXAMINER: Ms. Jones, if you
4 would like to discuss the nature of your complaints
5 and what brought you here today and so forth so we
6 can get on the record please.

7 MS. FENLON: Excuse me.

8 (Discussion off record.)

9 - - -

10 VONDELISE JONES

11 being first duly affirmed, as prescribed by law, was
12 examined and testified as follows:

13 DIRECT TESTIMONY

14 THE ATTORNEY EXAMINER: Please go ahead
15 with whatever statements you have about your
16 complaint.

17 MS. JONES: Thank you. I have read the
18 testimony of Kathy Gentile-Klein, an employee of
19 AT&T, and the one thing that impressed me is that
20 Ms. Klein stated that I paid all of my combined
21 billing in full or whatever responsibility they gave
22 me to pay, paid in full, and so, therefore, I do
23 agree with Ms. Klein's testimony in that way.

24 On January 5, 2010 in mediation defendant
25 AT&T stated --

1 MS. FENLON: Excuse me, your Honor. Off
2 the record, please.

3 (Discussion off record.)

4 THE ATTORNEY EXAMINER: Back on the
5 record. If you want, you were mentioning about the
6 purchasing of records or something of that type.

7 MS. JONES: Yes. On January 5, 2010 in
8 mediation, Defendant AT&T stated that AT&T landline
9 bought Plaintiff's AT&T wireless account from the
10 AT&T department.

11 MS. FENLON: Make a motion to strike.

12 THE ATTORNEY EXAMINER: Yes. What we
13 want to focus on is what the nature of your complaint
14 is.

15 MS. JONES: This is.

16 THE ATTORNEY EXAMINER: But don't include
17 what was said on January 5, which apparently that is
18 the date of the settlement conference.

19 Is that correct?

20 MS. FENLON: Correct.

21 THE ATTORNEY EXAMINER: If you leave out
22 of the discussion what was said at the settlement
23 conference. Here at the hearing we are starting with
24 a clean record. We want to hear why you filed the
25 complaint, what the details of it are. Anything that

1 was brought up at the settlement conference we don't
2 get into that here at the hearing itself.

3 So I agree to that motion to strike any
4 references to what was said at the conference.

5 But please continue.

6 MS. JONES: Okay. AT&T landline said
7 that they inherited the responsibility to collect
8 \$481 from Plaintiff Vondelise Jones \$481 that was
9 supposedly attached to Plaintiff's wireless account.
10 Plaintiff states she is here to prove that the
11 \$481 --

12 MS. FENLON: Do you need a moment?

13 MS. JONES: Yes.

14 THE ATTORNEY EXAMINER: Off the record.

15 (Discussion off record.)

16 THE ATTORNEY EXAMINER: Back on the
17 record.

18 MS. JONES: Plaintiff states that she is
19 here to prove that the \$481 is her credits and not
20 her debits and that AT&T landline is using AT&T
21 wireless as a decoy to keep the Public Utilities from
22 properly looking into her case.

23 Let's examine the January-February 2008
24 landline account. Her credits are \$76.25,
25 \$57.03 credit, \$5 credit. So we want to go into the

1 January-February 2008 bill. Now, if you take --
2 let's look at the current charges. Okay. The
3 current charges is \$122.88. All right. And look
4 at -- AT&T took the least of Plaintiff's credits,
5 which is \$5, a \$5 credit, and subtracted the \$5
6 credit and got a lesser amount due, which is the
7 \$117.88.

8 MS. FENLON: Can we mark that as Jones
9 Exhibit 1?

10 THE ATTORNEY EXAMINER: Yes, let's do
11 that. When your testimony is completed, we will make
12 sure that the reporter has copy of the bills you are
13 referring to and that can be entered into the record.
14 That will be Jones Exhibit 1.

15 MS. JONES: Okay. And her debit
16 became -- excuse me -- of her debit because of the --
17 she got a lesser amount due, which is the \$117.88 of
18 her debit because of her \$5 credit. And she paid the
19 balance in full, which is \$118, leaving a 12-cent
20 credit to her use and to her advantage.

21 So what I'm saying is this. If that was
22 a credit to AT&T landline, it would surely not take
23 away and lessen my debits if it was a credit to. I'm
24 talking about if it was my credit. It wasn't a
25 credit for AT&T landline or AT&T wireless. A credit

1 is a credit to the customer and not to the company.
2 The waywards of mathematics just don't change like
3 that. And I did the math. It was \$122 current
4 charges minus the Plaintiff's \$5 credit, and that
5 brought a balance to \$117.88, and, as I said, I paid
6 that in full.

7 MS. FENLON: That's Exhibit 2? Are we on
8 Exhibit 2?

9 MS. JONES: We are still on Exhibit 1.

10 THE ATTORNEY EXAMINER: We are still on
11 Exhibit 1.

12 MS. JONES: Then I got a 12-cent credit
13 because I overpaid, in other words, by 12 cents.

14 Now, let's look at another, at the
15 landline billing October-November 2008.

16 THE ATTORNEY EXAMINER: We will call this
17 Jones Exhibit 2 then.

18 MS. JONES: Okay. Exhibit 2.

19 THE ATTORNEY EXAMINER: What months does
20 Exhibit 2 cover, ma'am?

21 MS. JONES: Exhibit 2 covers October 26
22 to November 25, 2008. Again, we are talking at
23 Plaintiff's credits.

24 THE ATTORNEY EXAMINER: All right.

25 MS. JONES: Now, there are several

1 credits -- can I back up a little bit?

2 THE ATTORNEY EXAMINER: Yes.

3 MS. JONES: I want to go back to
4 Exhibit 1 because I want to really make it plain
5 here. Plaintiff has several credits on the
6 January-February, January 26 to February 25, billing,
7 and those credits are \$76.25. I believe I repeated
8 that before.

9 THE ATTORNEY EXAMINER: You can mention
10 it again.

11 MS. JONES: Okay. And a \$57.03 credit,
12 and there's a \$5 credit, that's what I wanted to
13 cover.

14 THE ATTORNEY EXAMINER: That's all for
15 Exhibit 1. Now you want to move on to another
16 exhibit; am I correct?

17 MS. JONES: Yes. I have a question.

18 THE ATTORNEY EXAMINER: Yes.

19 MS. JONES: Where is the judge?

20 THE ATTORNEY EXAMINER: That's myself,
21 ma'am.

22 MS. JONES: You are the judge?

23 THE ATTORNEY EXAMINER: Yes.

24 MS. JONES: I thought there would be
25 another.

1 THE ATTORNEY EXAMINER: Let's go off the
2 record for a minute.

3 (Discussion off record.)

4 THE ATTORNEY EXAMINER: Back on the
5 record.

6 Ms. Jones, do you want to move on to a
7 new exhibit?

8 MS. JONES: Exhibit 2.

9 THE ATTORNEY EXAMINER: Could you tell me
10 again, that covers the months October 26 through
11 November 25 of 2008, correct?

12 MS. JONES: Yes.

13 THE ATTORNEY EXAMINER: Okay.

14 MS. JONES: Okay. Now, again, there are
15 several credits on this particular bill, and the
16 credits are a \$50 credit, a \$481.10 credit, a \$30.98
17 credit, and of course, there's current charges.

18 Now, again, AT&T landline took the least
19 of Plaintiff Vondelise Jones' credits, the least,
20 which is the \$30.98. They took the current charges
21 and subtracted the current charges from the \$30.98.
22 And then that brought a \$11.04 credit because it
23 didn't take up all of that particular credit.

24 So how can -- just a moment. I got an
25 \$11.04 credit from that, and at the bottom of the

1 bill, not the exact bottom of the bill but below the
2 balance, there's a statement here that says, "Payment
3 not required." I have \$11.04 credit. "Payment is
4 not required."

5 Okay. And I would like to move on to the
6 third -- wait. I would like to move on to Exhibit 3.

7 THE ATTORNEY EXAMINER: And what is that,
8 ma'am? Is that another AT&T monthly statement?

9 MS. JONES: Yes.

10 THE ATTORNEY EXAMINER: Can you tell me
11 what months that statement covers, please?

12 MS. JONES: That statement covers the
13 same, October-November 2008.

14 THE ATTORNEY EXAMINER: We will call this
15 Jones Exhibit 3. Could you tell me, since it covers
16 the same period of time, what are the differences
17 between the two exhibits, ma'am?

18 MS. JONES: The difference between the
19 two exhibits here are, one, AT&T gave me all my
20 credits and they marked them as credits.

21 THE ATTORNEY EXAMINER: You are referring
22 to on Jones Exhibit 2 you have some of these credits
23 that you mentioned, the \$50, the \$481.10, the \$30.98?

24 MS. JONES: Yes.

25 THE ATTORNEY EXAMINER: Okay. Please

1 continue then comparing that to Jones Exhibit 3.

2 MS. JONES: Exhibit 3 is where AT&T
3 landline took all of my credits, converted them into
4 debits, put them over into collections to collect the
5 same amount of money, which is \$481.10 --

6 MS. FENLON: Excuse me, your Honor. For
7 the record, so that there is no confusion as to
8 Exhibit 2 and Exhibit 3, Exhibit 3 has a different
9 account number, different customer code number,
10 474 for Exhibit 3 versus 473 for Exhibit 2. I want
11 to make sure the record was clear on that.

12 MS. JONES: Well, we're still talking
13 about the same money, though. We are talking about
14 the money. Forget the account number because, you
15 know, you can give me any kind of account number but
16 we are talking about the same money on my credits.

17 THE ATTORNEY EXAMINER: We will take
18 notice of your comment, Ms. Fenlon. Thank you.

19 Ms. Jones.

20 MS. JONES: And I didn't think that was
21 right either, to hide my credits behind another
22 account number. I don't think that's right. And
23 that's exactly what you did, and I don't appreciate
24 that.

25 This Exhibit 3, as I was saying, is the

1 same money, \$481.10 hidden behind account number
2 330-773-3890-434-7. It's the same date,
3 October-November, October 26 through November 25,
4 2008. Plans and Services was zero. Total current
5 charges was zero, but, yet, still this is the same
6 money. As I said, that is kind of confusing to
7 somebody who don't know any better.

8 Let's go to Exhibit 4.

9 THE ATTORNEY EXAMINER: Can you describe
10 Exhibit 4, Ms. Jones?

11 MS. JONES: Okay. Now,
12 Exhibit 4 displays my credit of \$11.04.

13 THE ATTORNEY EXAMINER: Ms. Jones, this
14 must be then another AT&T monthly statement; am I
15 correct?

16 MS. JONES: Yes. Did I say
17 November 26-December?

18 THE ATTORNEY EXAMINER: I was going to
19 ask what period of time does it cover. This is
20 November 26 to December 25?

21 MS. JONES: Yes.

22 THE ATTORNEY EXAMINER: 2008 again?

23 MS. JONES: Yes.

24 THE ATTORNEY EXAMINER: We will call that
25 Jones Exhibit 4.

1 MS. JONES: All right. So now Exhibit 4,
2 my previous bill, is an \$11.04 credit. And it states
3 in this particular -- as I said before, there was no
4 payments required. But the payment in this
5 particular exhibit was my \$11.04 credit for the
6 November-December. Okay, that was my payment, but my
7 current charges, again, my current charges is \$32.39.
8 Plaintiff Vondelise Jones did the math and you take
9 that \$11.04 credit against the current charges, it
10 brought the total amount due to \$21.35.

11 All right. Now, I paid that in full. I
12 paid the \$21.35 in full, and I believe that I paid
13 \$22, okay, which brought me again a credit of 65
14 cents. So my credit are credits. This shows my
15 credits are credits and not debits.

16 AT&T didn't believe that themselves, that
17 these credits were debits. But they believe that
18 these credits are truly my credits, the customer
19 credits, because they subtracted my credits from my
20 debits.

21 Now, the rest of the Plaintiff's credits,
22 which is \$481.10, AT&T landline converted credits
23 into debits again and turned them over to the
24 collection agency to again turn over or generate
25 another \$481 from the customer and Plaintiff

1 Vondelise Jones.

2 MS. FENLON: Excuse me, your Honor, are
3 we on another exhibit? Where did the \$481 come from?

4 THE ATTORNEY EXAMINER: Are you referring
5 to the 481 on your Exhibit 2 or Exhibit 3? You seem
6 to be referring to a number that is on the October to
7 November statements, correct?

8 MS. JONES: Yes, the October-November.

9 THE ATTORNEY EXAMINER: Is that your
10 statement that you are referring to, the one that
11 shows your \$481.10 as a credit; am I correct?

12 MS. JONES: That's a credit to the
13 customer.

14 MS. FENLON: Is that Exhibit 3?

15 THE ATTORNEY EXAMINER: That would be
16 Jones Exhibit 2, actually shows the \$481 as a credit.

17 MS. JONES: We are talking about more
18 than the \$481; we are talking about all that are
19 credits. You know what I am saying?

20 THE ATTORNEY EXAMINER: Right. But you
21 mentioned that number, and Ms. Fenlon was trying to
22 make sure what exhibit that number was on.

23 MS. JONES: Okay. I am here to prove
24 those are my credits, and AT&T agrees with me because
25 of their actions is in agreement.

1 THE ATTORNEY EXAMINER: Okay. When you
2 say "their actions," you mean the fact it is
3 indicated on the bill as a credit.

4 MS. JONES: Yes, indicated as a credit,
5 and also it eliminated some of my debits.

6 THE ATTORNEY EXAMINER: All right.
7 Ms. Jones, do you have any additional exhibits you
8 want to move on to?

9 MS. JONES: I'm glad you asked that
10 question, yes.

11 THE ATTORNEY EXAMINER: Okay.

12 MS. JONES: Okay. Well, I wanted to say
13 Plaintiff Vondelise Jones paid AT&T landline more
14 than enough money to cover her wireless account in
15 2008, also 2007, and that AT&T breached their
16 contract through AT&T landline causing Plaintiff
17 hardship.

18 Now, let's stop and look at the billing
19 cycle. Let's take the bill May-June, June-July.

20 THE ATTORNEY EXAMINER: What dates and
21 what years are you referring to, ma'am? Is this 2008
22 again?

23 MS. JONES: This is still 2008.

24 THE ATTORNEY EXAMINER: Can you give me
25 the precise dates, May when to June when?

1 MS. JONES: Okay. May 26, 2008 to
2 June 25, 2008.

3 THE ATTORNEY EXAMINER: We will call that
4 Jones Exhibit 5 then.

5 MS. JONES: Okay. As I said, I gave AT&T
6 landline, which is the collector of all monies to the
7 wireless. Now, I have a payment for June 17, 2008.
8 And I wanted to say the way that AT&T landline set my
9 account up for collections, it was very bad. It's
10 malpractice. And I'll tell you why. June I paid a
11 credit -- I paid AT&T landline \$50 in June.

12 THE ATTORNEY EXAMINER: You are referring
13 paid on the bill that is Exhibit 5, correct?

14 MS. JONES: Yes.

15 THE ATTORNEY EXAMINER: Okay.

16 MS. JONES: It right here says payment
17 received 6/17/2008.

18 MS. FENLON: How much?

19 MS. JONES: \$50.

20 THE ATTORNEY EXAMINER: 6/17 is
21 apparently the date that the payment was received and
22 has a \$50 credit.

23 MS. JONES: \$50 credit, right, okay, and
24 then that's in June, okay. I want to say this now.
25 Then July there was a payment in July.

1 MS. FENLON: Moving on to another
2 exhibit?

3 THE ATTORNEY EXAMINER: Are you moving on
4 to another exhibit?

5 MS. JONES: No; same bill. Let me say it
6 like this. Let me say it was like three payments to
7 one bill.

8 MS. FENLON: We are on Exhibit 5.

9 THE ATTORNEY EXAMINER: Still on
10 Exhibit 5.

11 MS. FENLON: Can you show me where the
12 other two payments are on this bill, if this is where
13 we are?

14 MS. JONES: Yes. Let me explain first.
15 There were three payments to one bill. All right,
16 first July and then the August bill was hidden.
17 Okay. And then -- I'm sorry, the June bill, paid.
18 July was hidden, and then the August bill, that was
19 paid.

20 THE ATTORNEY EXAMINER: You are referring
21 again to the fact that on Jones Exhibit 5 it
22 indicates that the payment was received June 17, and
23 it was \$50, correct?

24 MS. JONES: Yes.

25 THE ATTORNEY EXAMINER: Then you seem to

1 be stating that you made on this particular bill you
2 made some additional payments as well?

3 MS. JONES: Yes, July; July, which was
4 hidden.

5 MS. FENLON: Where is the payment?

6 MS. JONES: Just a moment. July which
7 was hidden and then the bill was due in August.

8 THE ATTORNEY EXAMINER: When you say it's
9 hidden, how do you mean? You made a payment in July
10 but it doesn't show up on that bill?

11 MS. JONES: Right. Or the next month's
12 bill. That's like three payments to that one bill.
13 So I gave AT&T landline more than enough money.

14 THE ATTORNEY EXAMINER: What you are
15 saying for this bill, that represents May 26-June 25,
16 2008.

17 MS. JONES: June, yes.

18 THE ATTORNEY EXAMINER: That you made
19 several payments on that bill.

20 MS. JONES: Yes.

21 THE ATTORNEY EXAMINER: Although the bill
22 itself, the exhibit itself shows just the \$50
23 payment.

24 MS. JONES: Right.

25 THE ATTORNEY EXAMINER: You are saying

1 you made some others as well.

2 MS. JONES: Right. Right. Enough to
3 cover my wireless.

4 THE ATTORNEY EXAMINER: Enough to cover
5 your wireless?

6 MS. JONES: Yes. It was like \$150 when
7 it is all said and done because most of my bills were
8 paid early in the month so it would have to catch it
9 up to \$150.

10 All right. Now, then, sir --

11 THE ATTORNEY EXAMINER: Are you moving on
12 to another bill?

13 MS. JONES: Another bill.

14 THE ATTORNEY EXAMINER: This next bill is
15 June 26 to July 25 of 2008.

16 MS. JONES: Yes.

17 THE ATTORNEY EXAMINER: We will call this
18 Jones Exhibit 6.

19 MS. JONES: Okay.

20 THE ATTORNEY EXAMINER: That is Jones
21 Exhibit 6.

22 Off the record.

23 (Discussion off record.)

24 THE ATTORNEY EXAMINER: Back on the
25 record.

1 MS. JONES: Now, as I said, the June bill
2 shows a credit -- excuse me, my June bill shows a
3 credit of --

4 MS. FENLON: Back on Exhibit 5?

5 THE ATTORNEY EXAMINER: Yes, Exhibit 5.

6 MS. JONES: And then July is hidden,
7 okay?

8 THE ATTORNEY EXAMINER: When you say July
9 is hidden, in other words, you're saying --

10 MS. JONES: In other words, they didn't
11 show my credit.

12 THE ATTORNEY EXAMINER: Again, as you
13 mentioned earlier before, that bill you had made a
14 payment in July, but you're saying it doesn't --
15 isn't reflected on that bill.

16 MS. JONES: I made that payment in
17 June -- wait a minute. Were --

18 THE ATTORNEY EXAMINER: June 17.

19 MS. JONES: June 17.

20 THE ATTORNEY EXAMINER: That's on the
21 bill.

22 MS. JONES: That's on the bill, \$50.

23 THE ATTORNEY EXAMINER: And then?

24 MS. JONES: Then July -- that's late,
25 June 25, 2008, that's the May-June and then July --

1 then June-July.

2 THE ATTORNEY EXAMINER: You are referring
3 to Exhibit 6 now, June 26 to July 25, 2008.

4 MS. JONES: Yes. Which is exhibit?

5 THE ATTORNEY EXAMINER: 6.

6 MS. JONES: 6, okay. Exhibit 6 displays
7 that a previous bill of \$250, Okay. But then the
8 payment displays nothing there.

9 THE ATTORNEY EXAMINER: What Ms. Jones is
10 referring to is that on Exhibit 6, you are indicating
11 the previous bill \$250.79.

12 MS. JONES: And it displays no payment.

13 THE ATTORNEY EXAMINER: That's correct,
14 the payment line is two zeroes, zero dollars, zero
15 cents.

16 MS. JONES: No payments, no adjustments,
17 that's June 26 to July 25, 2008. But now I have a
18 money order here to AT&T that is dated 6/12/2008, and
19 I paid \$50, which should have been reflected. It was
20 early enough to reflect.

21 THE ATTORNEY EXAMINER: Why don't we call
22 the money order Jones Exhibit No. 7.

23 MS. FENLON: Okay.

24 THE ATTORNEY EXAMINER: This is a money
25 order. What is the date on that money order?

1 MS. JONES: The money order is 6/12/2008
2 in the amount of \$50.

3 THE ATTORNEY EXAMINER: \$50 even, \$50 and
4 no cents.

5 MS. JONES: Yes.

6 THE ATTORNEY EXAMINER: That's Jones
7 Exhibit 7.

8 MS. JONES: Okay. Now, let me say this.
9 All of my bills are like that, where there's three
10 payments to one bill. So I know that I have paid
11 AT&T more than enough because that second payment was
12 always hidden. See, June-July and then August is
13 hidden and here's September. I don't miss no
14 payments. The devil is a lie. I don't miss no
15 payments, as long as you keep me in the range of
16 righteousness, I don't miss no payments. I pay my
17 bills.

18 THE ATTORNEY EXAMINER: Off the record.
19 (Discussion off record.)

20 THE ATTORNEY EXAMINER: Back on the
21 record.

22 MS. JONES: Is there anything else you
23 want?

24 THE ATTORNEY EXAMINER: Not so far.

25 MS. JONES: All right. I wanted to say

1 instead of my bills or my debits going down, they go
2 up as though I don't make no payments.

3 All right. Now, and then again I wanted
4 to ask -- let me see here. By this AT&T has breached
5 their contract with me concerning my wireless.

6 THE ATTORNEY EXAMINER: When you say "by
7 this," what do you mean?

8 MS. JONES: By not displaying all of
9 my -- by taking my monies that I have paid to AT&T
10 and putting it towards the bills of the wireless.
11 Okay. And my wireless, I lost my wireless as a
12 result of it. My car insurance went up as a result
13 of it because it went into collections.

14 And I have the collections, I'll leave it
15 with you. I have all of the collections here.

16 THE ATTORNEY EXAMINER: Ms. Jones is
17 referring to some statements from the Bay Area Credit
18 Service.

19 MS. JONES: Yes.

20 THE ATTORNEY EXAMINER: Are there
21 particular statements you want to bring to our
22 attention out of that stack?

23 MS. JONES: Yes. The statements here was
24 Bad Debit Alert.

25 THE ATTORNEY EXAMINER: Yes. Are there

1 any particular periods of time, months that you
2 wanted to have as exhibits?

3 MS. JONES: Okay. The exhibits are -- I
4 don't know if I put them in order. The exhibits are
5 balance due, \$481.10.

6 THE ATTORNEY EXAMINER: This is from the
7 Bay Area Credit Service. This is dated January 8,
8 2009. Why don't we call this then Jones Exhibit 8.

9 Off the record.

10 (Discussion off the record.)

11 THE ATTORNEY EXAMINER: Back on the
12 record. The Bay Area Credit Service letter is dated
13 January 8, 2009.

14 MS. JONES: I failed to put these in
15 chronological order, but I have one for December 2,
16 2008, and that particular report is an account
17 notification.

18 THE ATTORNEY EXAMINER: For the record,
19 this is from the Bay Area Credit Service. This is
20 dated December 2, 2008, and we will call this Jones
21 Exhibit 9.

22 MS. JONES: I thought I was going to give
23 people packages of it today. Then I have another
24 that's dated April 20, 2009.

25 THE ATTORNEY EXAMINER: This is another

1 Bay Area Credit Service letter or statement.

2 MS. JONES: Yes.

3 THE ATTORNEY EXAMINER: The date on this
4 one is April 20, 2009.

5 MS. JONES: Yes.

6 THE ATTORNEY EXAMINER: We will call this
7 Jones Exhibit 10.

8 MS. JONES: I have another that is from
9 Bay Area, and it's dated December 19, 2008.

10 THE ATTORNEY EXAMINER: This a letter,
11 not really a statement, but a letter from Bay Area
12 Credit Service, and the date on it is December 19,
13 2008. We will call this Jones Exhibit 11.

14 MS. FENLON: Who is this letter from?

15 THE ATTORNEY EXAMINER: This is also from
16 the Bay Area Credit Service.

17 MS. FENLON: It's dated when again? I'm
18 sorry.

19 THE ATTORNEY EXAMINER: December 19,
20 2008.

21 MS. JONES: And then I have another from
22 Enhanced Recovery Corporation.

23 THE ATTORNEY EXAMINER: This on the top
24 of the page, says Collection Notice. This will be
25 Jones Exhibit 12. This is Enhanced Recovery

1 Corporation, and I'll call this a statement more than
2 a letter, and the date is September 4, 2009.

3 MS. JONES: I'd like to make a note of it
4 for it to be made known that how my billing is set up
5 and how I have paid into AT&T where AT&T failed to
6 transfer monies to my wireless.

7 THE ATTORNEY EXAMINER: Okay.

8 MS. JONES: So I would like to leave that
9 exhibit also. I don't know if I have it. I don't
10 think I left it here. I just left the money order,
11 but I got to have that exhibit in this pile, an
12 exhibit --

13 MS. FENLON: There's another exhibit you
14 want to introduce?

15 THE ATTORNEY EXAMINER: Can you explain
16 that again? You are talking about an exhibit that
17 indicates, if I understand you correctly, that you
18 paid your monthly statements that come from AT&T
19 landline, and you said I think it was something like
20 that money was not then also used to pay your
21 wireless account or not transferred as you said.

22 MS. JONES: Right, it was not used to pay
23 my wireless account. It was a hidden factor. We
24 will call it a factor.

25 THE ATTORNEY EXAMINER: You are searching

1 for it. You don't actually have it.

2 MS. JONES: I have it.

3 THE ATTORNEY EXAMINER: You do have the
4 statement.

5 MS. JONES: Sure I have it. I wouldn't
6 come here without it. No. No. I showed you
7 already. I pointed it out but didn't tell me to put
8 it over there.

9 THE ATTORNEY EXAMINER: That's okay. You
10 already separated those out in your binder. I just
11 want to see what page you're turning to.

12 MS. JONES: We're going to June. All of
13 my statements are like that.

14 THE ATTORNEY EXAMINER: So you are
15 referring to Exhibit 6, June 26 to July 25, 2008.

16 MS. JONES: Yes.

17 THE ATTORNEY EXAMINER: So you seem to be
18 indicating that statement as well as some of your
19 other monthly statements --

20 MS. JONES: All of my monthly statements
21 are like that.

22 THE ATTORNEY EXAMINER: Okay. So you are
23 contending that payments that you made to the
24 landline were not also, as you say, transferred over
25 to help pay for the wireless bill as well.

1 MS. JONES: Right.

2 MS. FENLON: Are we referring back to
3 Exhibit 6?

4 THE ATTORNEY EXAMINER: Yes, June 26 to
5 July 25, 2008.

6 MS. FENLON: Which is marked as June
7 Exhibit 6.

8 MS. JONES: But it was just the money
9 order that was marked.

10 THE ATTORNEY EXAMINER: That was that
11 Exhibit 7.

12 MS. JONES: Let's put the bill over
13 there. You said later, right?

14 THE ATTORNEY EXAMINER: Let's go off the
15 record.

16 (Discussion off record.)

17 THE ATTORNEY EXAMINER: Back on the
18 record.

19 MS. JONES: Okay, let's look at
20 April-May 2008 billing.

21 THE ATTORNEY EXAMINER: Do you happen to
22 have that bill with you, ma'am?

23 MS. JONES: Yes.

24 THE ATTORNEY EXAMINER: April to May,
25 2008.

1 MS. JONES: For 2008.

2 THE ATTORNEY EXAMINER: If you could find
3 that, please, we will mark that as an exhibit as
4 well.

5 MS. JONES: Okay.

6 MS. FENLON: We will mark this as 13?

7 THE ATTORNEY EXAMINER: You found the
8 exhibit you were referring to?

9 MS. JONES: Yes.

10 THE ATTORNEY EXAMINER: This will be
11 Jones Exhibit 13.

12 MS. JONES: Okay. With my -- concerning
13 my wireless and my Plans and Services, okay, I got
14 like a 60-cent credit here.

15 THE ATTORNEY EXAMINER: Ms. Jones is
16 referring to the part of the bill under Billing
17 Summary where it says Plans and Services, 60-cent
18 credit.

19 MS. FENLON: On the 2008 bill?

20 THE ATTORNEY EXAMINER: This is on
21 April 26 to May 25, 2008, that's Exhibit 13, under
22 the Billing Summary on the first page, there is next
23 to the words Plans and Services, there's a 60-cent
24 credit.

25 MS. JONES: This particular bill I paid

1 like \$50 on it. I paid like -- okay. On the
2 April 3 -- let me pull that out.

3 THE ATTORNEY EXAMINER: Ms. Jones is
4 referring to a money order. This will be Jones
5 Exhibit 14, a money order. This date on it is
6 April 3, April 3, 2008, and that is in the amount of
7 \$96.46.

8 MS. JONES: Yes. Okay. Now, and then
9 the money did not go towards -- should have showed up
10 over in -- okay. Wait a minute. That was an early
11 enough payment to go into April.

12 THE ATTORNEY EXAMINER: Well, Ms. Jones,
13 you are pointing to -- which bill are you saying
14 Exhibit 14 should be reflected on?

15 MS. JONES: Hold on.

16 THE ATTORNEY EXAMINER: Your money order
17 is dated April 3, 2008.

18 MS. JONES: Yes. And the end of that
19 bill was April 26, so it should have been reflected
20 in there.

21 THE ATTORNEY EXAMINER: So you are
22 referring to the bill that is April 26 to May 25 of
23 2008. That's Exhibit 13. So, Ms. Jones, you seem to
24 be saying that the payment from Exhibit 14 should be
25 reflected in the bill on Exhibit 13.

1 MS. JONES: Yes.

2 THE ATTORNEY EXAMINER: That's a payment
3 of \$96.46.

4 MS. JONES: Yes.

5 THE ATTORNEY EXAMINER: Okay.

6 MS. JONES: It should be reflected right
7 there.

8 THE ATTORNEY EXAMINER: Ms. Jones is
9 pointing to part of Exhibit 13 that says Bill At A
10 Glance and lines for Payment Received and so forth.

11 MS. JONES: But it wasn't reflected at
12 all.

13 I wanted to go back into, well, 2007, in
14 the year 2007, and then I'll continue on to 2008
15 because I think this is how the agenda ran.

16 THE ATTORNEY EXAMINER: Ma'am, you are
17 referring to 2007. Are there exhibits you wanted to
18 introduce connected to that year?

19 MS. JONES: Yes.

20 THE ATTORNEY EXAMINER: Do you need some
21 minutes to find those?

22 MS. JONES: In 2007 -- all right. In
23 2007 here, AT&T, I added up my year's statement.

24 THE ATTORNEY EXAMINER: So Ms. Jones is
25 holding here a summary apparently, a page that she

1 prepared for -- that runs from December -- I assume
2 this is December '06 to January '07?

3 MS. JONES: Yes, '06, December '06 to
4 January '07.

5 THE ATTORNEY EXAMINER: Then it runs all
6 the way through November of '07 and December of '07.

7 MS. FENLON: Summary of her bills.

8 THE ATTORNEY EXAMINER: Yes, a summary of
9 her bills. We will get a copy of this for you, but
10 it indicates column of payments, landline charge, and
11 long distance charges.

12 Off the record for a minute.

13 (Discussion off record.)

14 THE ATTORNEY EXAMINER: Jones Exhibit 15,
15 this is a summary page that Ms. Jones prepared of her
16 payments, landline charges and long distance charges,
17 and this is -- starts with a billing cycle
18 December 2006 to January 2007.

19 MS. JONES: Did you say wireless?

20 THE ATTORNEY EXAMINER: She also includes
21 her wireless as an attached page. At any rate, this
22 is December to January 2007 and runs all the way
23 through November of '07 through December of '07.

24 MS. JONES: Yes.

25 THE ATTORNEY EXAMINER: So this is a

1 summary sheet, Jones Exhibit 15.

2 MS. JONES: And the reason why I had
3 brought that out, because I was overcharged in that
4 year by \$69.67. And I take it that these are some
5 charges that were hidden just like the others, but I
6 say that to say this, okay? Then the long distance
7 charges are bogus because of the fact I had a cell
8 phone. I would never put these on my home phone.
9 For what?

10 Now, again, I say I brought this out
11 because of the fact that these monies could have
12 easily been put toward my wireless on the onset that
13 it wouldn't be where it is delinquent no-how. It
14 still could have been toward my wireless phone, but
15 it wasn't put toward my wireless phone or my landline
16 phone. It was hidden charges, again, hidden money,
17 and that could have covered whatever I needed.

18 Okay. I want to know, though, concerning
19 this, does it matter that it wasn't -- I mean, that's
20 what I'm here for, hidden money, monies that wasn't
21 applied to my bills. But I gave the money. You can
22 see the money orders, and then I have so much time to
23 claim that money anyway.

24 THE ATTORNEY EXAMINER: What do you mean,
25 so much time?

1 MS. JONES: I'm sure.

2 THE ATTORNEY EXAMINER: I don't quite
3 understand what you are saying. You have so much
4 time to claim the money?

5 MS. JONES: No, I say it hasn't been ten
6 years.

7 THE ATTORNEY EXAMINER: Since some of
8 your billing issues came up, is that what you're
9 saying?

10 MS. JONES: Yes. Yes.

11 THE ATTORNEY EXAMINER: I see.

12 MS. JONES: Okay. I would like to take a
13 moment, sir, for you to examine my documents, my AT&T
14 wireless and my AT&T landline, for the purpose four
15 eyes is better than two.

16 THE ATTORNEY EXAMINER: Ms. Jones, are
17 there some AT&T wireless documents you want to mark
18 as evidence?

19 MS. JONES: Yes.

20 THE ATTORNEY EXAMINER: Then what we need
21 for the record, not only for myself and counsel for
22 AT&T, and so the Commissioners can examine them, so
23 which of the wireless statements do you want to
24 introduce as evidence here?

25 MS. JONES: All of them.

1 THE ATTORNEY EXAMINER: All of them?

2 MS. JONES: Yes, sir. And the reason
3 being -- just before I would go into that, I would
4 like to present another exhibit.

5 THE ATTORNEY EXAMINER: All right. What
6 does this consist of?

7 MS. JONES: All right.

8 THE ATTORNEY EXAMINER: Ms. Jones, what
9 we will call Jones Exhibit 16, Ms. Jones, has an
10 image, apparently of a check, money order from a
11 credit union for \$15. It's dated March 4, 2009.

12 MS. FENLON: I'm sorry?

13 THE ATTORNEY EXAMINER: A photocopy of a
14 money order from a credit union, and it is dated
15 March 4, 2009. It is in the amount of \$15, made
16 payable to AT&T.

17 MS. JONES: And it was never posted as a
18 payment.

19 THE ATTORNEY EXAMINER: We will call that
20 Jones Exhibit 16.

21 MS. JONES: Now, back to my AT&T wireless
22 statements from January 1, 2008 -- I want to say
23 these statements are from January 2008 through --

24 THE ATTORNEY EXAMINER: Looks likes that
25 is through September 10, 2008. These are the AT&T

1 wireless statements. Ms. Jones, is it your
2 preference then to introduce all these statements as
3 evidence?

4 MS. JONES: Yes.

5 THE ATTORNEY EXAMINER: Why don't we make
6 the AT&T wireless statements, and these are
7 statements that begin with the time period
8 January 11, 2008 through February 10, 2008, and
9 apparently they end August 11, 2008 through
10 September 10, 2008, we will make that all one
11 exhibit. That will be Jones Exhibit No. 17.

12 MS. JONES: Do you have everything
13 through mid-September?

14 THE ATTORNEY EXAMINER: I have everything
15 through mid-September.

16 MS. JONES: Let's see that -- excuse me.

17 THE ATTORNEY EXAMINER: Let's go off the
18 record a minute.

19 (Discussion off record.)

20 THE ATTORNEY EXAMINER: After the
21 discussion, it has been determined we will take a
22 lunch break until 12:45 and we will resume at that
23 time.

24 MS. JONES: Okay. Thank you.

25 (At 11:43 p.m. a lunch recess was taken.)

1 Tuesday Afternoon Session,
2 April 20, 2010.

3 - - -

4 THE ATTORNEY EXAMINER: Back on the
5 record. We allowed some time for Ms. Jones to sort
6 through some of the additional information she
7 brought with her, and we will be introducing some
8 additional exhibits as well. So I will summarize
9 briefly what is in front of me.

10 We have some other statements that will
11 fill in the months that Ms. Jones did not provide in
12 the earlier exhibits in 2008. We have Jones Exhibit
13 18 that covers -- AT&T monthly statements that cover
14 February 26 to March 25, 2008.

15 We have Jones Exhibit 19 that covers
16 March 26 to April 25, 2008.

17 Jones Exhibit 20 covers April 26 to
18 May 25, 2008.

19 Jones 21 covers July 26 through
20 August 25, 2008.

21 Jones 22 covers August 26, through
22 September 25, 2008.

23 Jones 23 covers January 26 through
24 February 25, 2009.

25 Now we get into some exhibits for

1 Ms. Jones that are wireless statements. What we will
2 do is --

3 MS. JONES: Excuse me. Can you first
4 state the fact that I have a wireless contract?

5 THE ATTORNEY EXAMINER: You can state
6 that yourself, actually. I'll finish with the
7 exhibits. Then you can state what you need to about
8 the wireless contract.

9 MS. JONES: All right. Thank you.

10 THE ATTORNEY EXAMINER: We have some
11 wireless monthly statements here as well. I will
12 mention quickly what months these cover.

13 MS. FENLON: Are we going back to Exhibit
14 17? We were going to lump January through September
15 '08 together.

16 THE ATTORNEY EXAMINER: Off the record.

17 (Discussion off record.)

18 THE ATTORNEY EXAMINER: Back on the
19 record.

20 Jones Exhibit 17, the wireless
21 statements, we will make a correction to what was
22 said earlier. That exhibit begins with a statement
23 for wireless, December 11, 2007, and runs through
24 September 10, 2008. The wireless exhibit will be all
25 those statements as one exhibit.

1 MS. FENLON: Is there an Exhibit 24, or
2 did we stop at that?

3 THE ATTORNEY EXAMINER: Right now we are
4 through 23. We will move on to some additional pages
5 Ms. Jones has submitted. This would be then Jones
6 Exhibit 24, a summary page that she has provided of
7 her AT&T payments, landline charges and wireless
8 charges, starts in November to December of 2007 and
9 ends in February to March in 2009.

10 Ms. Jones, did you have a comment to make
11 before we move on to the other exhibits?

12 MS. JONES: Yes. There were some long
13 distances charges to this one but I didn't put the
14 long distance charges on because I didn't really have
15 the time before everything just shut down, you know.

16 THE ATTORNEY EXAMINER: When you say shut
17 down, you mean when your wireless service was
18 discontinued?

19 MS. JONES: No. I was out doing my
20 paperwork, and the area in which I was working is
21 closed and I had to leave. But just to let you know,
22 there was long distance.

23 THE ATTORNEY EXAMINER: Okay. So
24 there's -- you're indicating there are some long
25 distance charges that aren't represented on Exhibit

1 24?

2 MS. JONES: Yes.

3 THE ATTORNEY EXAMINER: We also have
4 Jones Exhibit 25. This is a statement from AT&T. It
5 says your account is seriously past due. This is
6 dated October 20, 2008.

7 Finally we have Jones Exhibit 26. This
8 is a wireless service agreement that Ms. Jones has
9 with Cingular Wireless.

10 MS. JONES: Did you put out the date for
11 this one?

12 THE ATTORNEY EXAMINER: It is dated
13 September 14, 2005, Jones Exhibit 26.

14 MS. FENLON: What is it?

15 THE ATTORNEY EXAMINER: Cingular Wireless
16 contract between Cingular and Ms. Jones, again dated
17 September 14, 2005.

18 Ms. Jones, having submitted these
19 exhibits, are there any additional statements beyond
20 what you had said this morning that you would want to
21 make?

22 MS. JONES: Yes.

23 THE ATTORNEY EXAMINER: Please go ahead.

24 MS. JONES: Okay. The reason why I
25 submitted the Cingular statements as well as the AT&T

1 landline statements is because I failed to see any
2 accumulation of debt that I could have possibly
3 incurred to constitute the \$481 accumulation.

4 THE ATTORNEY EXAMINER: Again, you are
5 referring to a \$481 credit that's on your landline
6 statement or combined statement, I guess it is,
7 October to November 2008, Jones Exhibit 2.

8 MS. JONES: Now I was referring to the
9 debit because AT&T landline said that I owed this
10 much money.

11 THE ATTORNEY EXAMINER: I will correct
12 what I said. Ms. Jones is referring to what is on
13 Jones Exhibit 3, and that is indicated as a debit.

14 MS. JONES: Yes. It's an accumulated
15 debit, but I fail to see on any of my statements
16 there was ever an accumulation.

17 THE ATTORNEY EXAMINER: When you say "an
18 accumulation," you mean bills that had not been fully
19 paid?

20 MS. JONES: Right. And then causes an
21 accumulation of debt. They're pretty much single
22 statements and never accumulations that suddenly
23 constitute \$481 of debt that AT&T landline is trying
24 to put on me and said that AT&T wireless is demanding
25 these charges be paid when AT&T wireless is not

1 demanding anything and never have.

2 THE ATTORNEY EXAMINER: All right.

3 Ms. Jones, was there anything else you would want to
4 add as far as statements go? And if not, we will
5 allow AT&T to ask any questions if they wish to.

6 MS. JONES: I would like to add more.

7 THE ATTORNEY EXAMINER: Okay.

8 MS. JONES: Okay. Would you look at
9 July-August.

10 THE ATTORNEY EXAMINER: What year is
11 this, a 2008 exhibit?

12 MS. JONES: Yes.

13 THE ATTORNEY EXAMINER: You are saying it
14 is for July to August of 2008?

15 MS. JONES: Yes.

16 MS. FENLON: Wireless or landline?

17 THE ATTORNEY EXAMINER: Landline.

18 MS. JONES: This the landline.

19 THE ATTORNEY EXAMINER: Just a minute,
20 please. This is July 26 to August 25, 2008. I have
21 that as Jones Exhibit No. 21.

22 MS. JONES: Okay.

23 THE ATTORNEY EXAMINER: You are looking
24 at that statement apparently. What did you want to
25 point out on that statement?

1 MS. JONES: Well, what I wanted to point
2 out on this statement here is this, some charges that
3 has been very burdensome to me, and these are plans
4 that I did not ask for.

5 THE ATTORNEY EXAMINER: They are what
6 that you did not ask for?

7 MS. JONES: Plans, plans of the AT&T. I
8 guess it's their plans, I don't know.

9 THE ATTORNEY EXAMINER: You mean service
10 plans?

11 MS. JONES: Yes, service plans that I did
12 not sign for, call for.

13 THE ATTORNEY EXAMINER: You are referring
14 to that column on Exhibit 21 that says Plans and
15 Services on the right-hand side?

16 MS. JONES: Well, it's the flexible call
17 plan, the three-way calling, the automatic callback,
18 the flexible call plan. Did you say that?

19 THE ATTORNEY EXAMINER: I did not mention
20 that, no.

21 MS. JONES: Let me finish now. The
22 flexible call plan service, which is under local
23 calls, and this is a monthly service, August -- well,
24 this is a monthly service, okay, and I'm not pointing
25 out just this particular dated document but I'm

1 pointing out the majority of my monthly statements.

2 THE ATTORNEY EXAMINER: So you seem to be
3 indicating that this statement then lists --
4 Exhibit 21, which is from July 25 - August 26, 2008,
5 you seem to be indicating that some of the local
6 calling services that you have on this statement are
7 representative of other billing statements, too?

8 MS. JONES: Yes.

9 THE ATTORNEY EXAMINER: Okay. And you're
10 saying that some of those services that are listed
11 there under local calls are services that -- you are
12 saying they are not services you requested or were
13 interested in. Explain please.

14 MS. JONES: Yes. These were services
15 that were just put on me.

16 THE ATTORNEY EXAMINER: I see.

17 MS. JONES: I'm a woman that has a
18 limited income right now, and I would never call AT&T
19 and ask them to charge me if I call across the
20 street, and with this is what that information is all
21 about. It is the total usage or calling area A,
22 Okay?

23 THE ATTORNEY EXAMINER: All right.

24 MS. JONES: And this is calling area A,
25 and there is also a calling area B. It's like they

1 charge me if I call across the street. It would cost
2 me so many -- so much money a minute.

3 THE ATTORNEY EXAMINER: Okay. All right.
4 What you're indicating, this bill had some services
5 you never really were seeking to have.

6 MS. JONES: AT&T put that on me. I never
7 requested that.

8 THE ATTORNEY EXAMINER: Okay.

9 MS. JONES: They never even asked me
10 about this. This is -- I told them, you know, a lot
11 of these charges they just showed up on my bill.

12 THE ATTORNEY EXAMINER: Ms. Jones, your
13 complaint that you filed concerned --

14 MS. JONES: Yes, I understand that,
15 wireless, AT&T wireless and landline.

16 THE ATTORNEY EXAMINER: And given what
17 you just said, what is your connection between that
18 and your complaint? Why are you bringing this up
19 here?

20 MS. JONES: Well, the thing of it is that
21 the charges here is monies that AT&T landline is just
22 taking -- has taken from me.

23 THE ATTORNEY EXAMINER: I see, all right.

24 MS. JONES: Just like the other monies,
25 the hidden monies they have taken it from me, okay.

1 And like I seen, like three-way calling, I see my
2 dad's number on there. We don't play that. My dad
3 don't play that three-way calling stuff. That was
4 just something they picked out of the fact that I do
5 call my dad and his number just appears on the
6 three-way calling.

7 And if you don't believe me, sir, I will
8 bring my dad up here, sir. He will tell you he
9 doesn't do that three-way calling stuff, un-uh. I
10 saw his number on three-way call three times, and
11 what really messed me up is three times that day on
12 the 25th, three, four times three-way calling, three,
13 four and five. We don't do that.

14 THE ATTORNEY EXAMINER: All right.

15 MS. JONES: If you need him here as a
16 witness, I would bring him here as a witness.

17 And then I would not tell AT&T landline
18 to bill me, it is like 1,236 minutes billed at 88
19 cents each.

20 Q. Where are you?

21 MS. JONES: On the flexible call plan
22 service. I would never ask for something like that.
23 You would have to be a sure enough fool. I mean, you
24 got to be bent.

25 THE ATTORNEY EXAMINER: Ms. Jones is

1 still referring to Exhibit 21, and there is some
2 detail under the section that says local calls, has
3 minutes additional, 1,236 minutes billed at .0088
4 each, and that's cents.

5 MS. JONES: And there's lots. The whole
6 thing, the whole section of local calls, un-uh, I
7 would never tell them to put that on me.

8 THE ATTORNEY EXAMINER: All right.

9 MS. JONES: I would never call them and
10 tell them to put that on. As a matter of fact, I
11 don't know what their business is, but that ain't
12 none of my business right there.

13 MS. FENLON: Your Honor, I am trying to
14 find out what the purpose of the testimony is. If it
15 is that she didn't want the plan, to make this move a
16 little bit quicker, we are willing to do the math,
17 the difference, we will take that flexible call plan
18 off and recalculate it as if it was just a one-line
19 residential flat rate. That's easy enough to do. So
20 let's just move on that way. We don't have to go
21 through every piece of it. We are willing to do
22 that.

23 THE ATTORNEY EXAMINER: Ms. Jones, when
24 you are stating, making these comments, again, I was
25 asking earlier, your original comment concerned the

1 link between the wireline and the wireless billing
2 and that you felt that you --

3 MS. JONES: The landline you mean?

4 THE ATTORNEY EXAMINER: Landline and
5 wireless, you're correct.

6 MS. JONES: That's inconsistent with the
7 landline.

8 THE ATTORNEY EXAMINER: What you are
9 indicating here, what was your main purpose in
10 brining up this point about these various kinds of
11 services? If you could summarize it quickly. We
12 need time to allow AT&T to testify also.

13 MS. JONES: Okay. My main reason for
14 bringing that up is because of the fact that, number
15 one, I didn't order that service.

16 THE ATTORNEY EXAMINER: Okay.

17 MS. JONES: That was put on me. I asked
18 them to take it off. They said I can't.

19 THE ATTORNEY EXAMINER: Okay.

20 MS. JONES: That's what they told me, so
21 therefore it remained. But the thing of it is, this
22 here, it's like them taking money from me like they
23 have done concerning -- like AT&T has done concerning
24 their malpractice of billings.

25 MS. FENLON: Your Honor, I move to strike

1 that last statement.

2 THE ATTORNEY EXAMINER: I'll agree with
3 that.

4 Again, Ms. Jones, basically what you are
5 saying is --

6 MS. JONES: That is bad practice.

7 THE ATTORNEY EXAMINER: We are not going
8 to get into that issue. Your issue is you seem to be
9 saying that some of these service plans were things
10 you did not ask for or seek, that you were not
11 interested in.

12 MS. JONES: None of this.

13 THE ATTORNEY EXAMINER: If that's the
14 main point, then that's the bottom line.

15 MS. JONES: Excuse me. None of this,
16 none of this, I didn't ask for none of this here.
17 Flexible calling, you name them all, three-way
18 calling.

19 THE ATTORNEY EXAMINER: Ms. Jones, we
20 will go on the assumption many of the things you
21 indicated on Exhibit 21 are services you were not
22 seeking and that's the main point you are interested
23 in making.

24 MS. JONES: Now, these are services that
25 I didn't order.

1 THE ATTORNEY EXAMINER: That's what I'm
2 saying.

3 MS. FENLON: The record is very clear.
4 Let's move on.

5 THE ATTORNEY EXAMINER: Ms. Jones, could
6 we move on? Is there anything else you might have to
7 say on your complaint? If not, we will allow AT&T
8 some time to ask questions and have testimony.

9 MS. JONES: Let me say this, my whole
10 entire phone service with AT&T is disturbed, just
11 like that. Okay?

12 THE ATTORNEY EXAMINER: Okay.

13 MS. JONES: Let's see here.

14 THE ATTORNEY EXAMINER: Are there any
15 other comments you would like to make as far as a
16 closing statement or two? And then we will allow
17 some questions to be asked by AT&T if they have any.

18 MS. JONES: Okay. Hold on one moment.
19 Now, let me say this, though, because it's on my mind
20 to say it, that I had a plan with AT&T and AT&T
21 messed up the plan. Okay? Like three-way calling,
22 call waiting --

23 MS. FENLON: This is already on the
24 record. If there is a question of flexible calling
25 and you didn't order it, AT&T accepts that and we

1 will deal with that and make the appropriate
2 reductions from the amount owed. We will accept
3 that, although I will allow my witness to put on
4 evidence that it was ordered.

5 THE ATTORNEY EXAMINER: Ms. Jones, I
6 think you made your point very well and very clearly
7 as far as some of these services that appeared on
8 your bill that you never really were interested in.
9 In the interest of fairness to everyone, we need to
10 allow time for AT&T to ask you questions and for them
11 to present their witnesses as well and allow you to
12 get home at a reasonable hour. So is there anything
13 additional you want to state very briefly and then we
14 must move on to other parts of the proceedings here?

15 MS. JONES: I believe I'm done.

16 THE ATTORNEY EXAMINER: All right. Thank
17 you Ms. Jones.

18 Before you close, Ms. Fenlon, is there
19 anything you want to ask of Ms. Jones --

20 MS. FENLON: No.

21 THE ATTORNEY EXAMINER: -- based on her
22 testimony. You have no questions?

23 MS. FENLON: No. I will be putting my
24 witness on.

25 THE ATTORNEY EXAMINER: Fine.

1 Ms. Jones, in that case we can allow
2 AT&T's witness to make her statements, and then you
3 will have a chance to ask her questions.

4 MS. JONES: Well, I have one more
5 statement to make.

6 THE ATTORNEY EXAMINER: All right.

7 MS. JONES: I am here for litigation.
8 You know that, right?

9 THE ATTORNEY EXAMINER: Yes.

10 MS. JONES: I'm here for punitive
11 damages. You know that, right?

12 THE ATTORNEY EXAMINER: Right.

13 MS. JONES: Because my contract was
14 broken by AT&T and it caused my life to be miserable
15 and, like I said, it caused my insurances to go up,
16 my premiums to go up, and also the monies that was
17 taken from me, I'm here for punitive damages. I'm
18 not interested in you taking off stuff. I'm not
19 interested. I'm not there. I'm here for punitive
20 damages. That's how I want it judged, and I'm not
21 accepting anything else so don't bring it to me.

22 THE ATTORNEY EXAMINER: All right.

23 Ms. Jones, thank you for all your statements and your
24 exhibits. If you would like to do so, you can move
25 that all the exhibits be admitted into evidence.

1 MS. JONES: Yes. And I move that all of
2 my exhibits be moved into evidence --

3 THE ATTORNEY EXAMINER: Okay.
4 Ms. Fenlon, any objection?

5 MS. JONES: -- against AT&T.

6 MS. FENLON: No objection.

7 THE ATTORNEY EXAMINER: No objection,
8 Okay. Thank you.

9 (Recess taken.)

10 THE ATTORNEY EXAMINER: Back on the
11 record.

12 - - -

13 KATHLEEN M. GENTILE-KLEIN
14 being first duly sworn, as prescribed by law, was
15 examined and testified as follows:

16 DIRECT EXAMINATION

17 By Ms. Fenlon:

18 Q. Please state your name.

19 A. My name is Kathleen M. Gentile-Klein.

20 Q. Your address.

21 A. 45 Erieview Plaza, Room 1500, Cleveland,
22 Ohio, 44114.

23 Q. What is your title?

24 A. I'm an area manager in regulatory
25 relations.

1 Q. I hand you what has been marked as AT&T
2 Exhibit 1. Does this look familiar to you?

3 A. Yes. That's my prefiled testimony.

4 Q. Your prefiled testimony, which was marked
5 as confidential; is that correct?

6 A. Yes.

7 MS. FENLON: And AT&T has been advised
8 that the Plaintiff does not need to keep anything
9 confidential, so AT&T is willing to resubmit the
10 prefiled testimony with the confidential designations
11 removed at a later point in time after this hearing.

12 THE ATTORNEY EXAMINER: I have no
13 disagreement with that unless we consider AT&T
14 Exhibit 1, I take it it's your only exhibit.

15 MS. FENLON: Correct, right now.
16 Attached to that Exhibit 1 are a number of
17 attachments and letter attachments and some are
18 marked confidential, and we move those and will
19 resubmit those and as well remove the confidential
20 designation I'm sorry.

21 Q. Ms. Gentile-Klein, I understand that
22 there are a couple changes you want to make to your
23 testimony; is that correct?

24 A. Yes.

25 Q. Where is the first one?

1 A. It's on page 5, the second block of data
2 numbers, previous April bill, \$93.79, payment of \$30,
3 the current charges was incorrect. The current
4 charges should be \$63.48.

5 THE ATTORNEY EXAMINER: What page was
6 that again?

7 THE WITNESS: Page 5 in my testimony.

8 Q. Question No. 12?

9 A. Yes, question No. 12.

10 Q. Are there any other corrections?

11 A. Yes. Question No. 13, again the data
12 below the previous bill, 127.27, a payment of \$50,
13 the current charges should reflect \$173.52.

14 Q. Are there any other corrections?

15 A. No. Those are the only corrections.

16 MS. FENLON: At this time I move for the
17 admission of AT&T Exhibit 1, the confidential version
18 which will be changed to a public version
19 notwithstanding any questions or objections that
20 Ms. Jones may have.

21 However, in the meantime, your Honor, you
22 have agreed to allow us to address some of Ms. Jones'
23 questions through Ms. Gentile-Klein by having Ms.
24 Gentile-Klein review some of Ms. Jones' exhibits and
25 address some of her concerns, correct?

1 THE ATTORNEY EXAMINER: Yes, please go
2 ahead.

3 Q. Ms. Gentile-Klein, the first issue I
4 would like you to address is Ms. Jones' testimony
5 early on regarding her Exhibit 21, and she had
6 indicated that she had not ordered the flexible call
7 plan, and walk his Honor through the billing,
8 August 8 billing, and pointed out some of the
9 services that she had not ordered. As you recall,
10 AT&T had offered to credit the difference between the
11 flexible call plan and a 1FR, however, the Plaintiff
12 has rejected that offer.

13 I am handing you what is temporarily
14 marked now as AT&T Exhibit R, and can you tell me
15 what that is?

16 A. This is a notes page from a permanent
17 note page from the customer service records we have
18 for Ms. Jones. On any conversations that she has
19 with the phone company, each and every representative
20 will put a note on the customer's account. On 5/6 I
21 have a note Ms. Jones called in, verified her
22 customer information, and discussed changing her
23 package to the flexible rate package. Then she was
24 passed to Lifeline for additional assistance. And
25 that verification matches the bill copy for that

1 month that shows her services were changed on 5/7/08
2 to reflect that new package.

3 Q. That's marked right now as AT&T Exhibit
4 R?

5 A. Right. R is our attachment if you want
6 to go along with attachments.

7 Q. Thank you. Now I want to go back to a
8 few other attachments that AT&T has that have not
9 been entered yet as part of your prefiled testimony
10 or that Ms. Jones was not able to enter today. I
11 hand you what has been marked as AT&T Attachment N.

12 A. Yes. Attachment N is the final bill copy
13 for just the landline phone service, the January 25,
14 statement. That represents the final bill.

15 Q. How much is that?

16 A. At the time it was \$35.80.

17 Q. Thank you. Now I hand you what has been
18 marked as AT&T Attachment O.

19 A. Attachment O is the January 25, 2008
20 billing statement that we will be discussing in my
21 testimony.

22 THE ATTORNEY EXAMINER: What was the date
23 on that one?

24 THE WITNESS: This one is the December 25
25 through January 26, 2008 time frame. We are marking

1 it as Attachment O.

2 Q. Okay. I hand to you what is marked AT&T
3 Attachment P and also Ms. Jones' Exhibit 1. Want to
4 make sure the complete and entire exhibit is entered
5 into evidence.

6 A. This is the January 26 through
7 February 25, 2008 billing statement, and we will be
8 discussing that as well.

9 THE ATTORNEY EXAMINER: What period of
10 time does that cover again?

11 THE WITNESS: January 26 through
12 February 25, 2008.

13 Q. Now I hand you what has been marked as
14 AT&T Attachment Q. Can you identify that, please?

15 A. This is the February 26 through March 25,
16 2008 billing statement.

17 Q. We will be talking about that later.

18 MS. FENLON: What I think would be most
19 helpful for the Bench, if Ms. Gentile-Klein went
20 through the billing history of Ms. Jones, and that
21 would take us to AT&T Attachment A.

22 Q. Would you identify that, please?

23 A. Attachment A is the September 26 through
24 October 25, 2005 billing statement. This billing
25 statement shows the incorporation of Ms. Jones'

1 wireless account on her landline phone service. It
2 was the first month that the wireless charges came on
3 her landline service.

4 Q. I hand to you what has been marked as
5 AT&T Attachment B.

6 A. On the AT&T Attachment B is the
7 October 26 through November 25, 2005 billing
8 statement. I produced this record to show that the
9 customer's total charges of \$247.99 from attachment
10 A's billing statement were paid in full on the
11 Attachment B. Those were her wireless charges as
12 well as her landline phone service charges.

13 MS. FENLON: Again, these are all part of
14 Ms. Gentile-Klein's prefiled testimony.

15 Q. I hand you what has been marked as AT&T
16 Attachment 1.

17 A. The Attachment 1 correlates that the
18 billing from the wireless account, which the wireless
19 account statement is October 11, 2005 through
20 November 10, 2005 for \$43.07, was brought over and
21 put on the landline phone bill on Attachment B,
22 \$43.07. There's an asterisk by both totals to show
23 that the wireless bill charges were incorporated on
24 the AT&T landline phone service bill.

25 Q. Attachment C, AT&T attachment C?

1 A. Attachment C is AT&T's phone bill
2 September 26 through October 25, 2006. Again, this
3 attachment is just to show that the customer still
4 had combined billing with her landline and her
5 wireless service, and that her wireless totals were
6 still showing up on her main landline bill.

7 And the Attachment 2 is reflective of
8 that, that the \$41.45 from her wireless statement of
9 September 11 through October 10 were incorporated on
10 Attachment C under her wireless statement, 41.45.

11 Q. Attachment D.

12 A. Attachment D, again, is the October 26
13 through November 25, 2007 statement. The previous
14 billing was \$157.73. She made a payment of
15 157.75 showing both her landline service bills and
16 her wireless bills in full on this statement, and
17 Attachment C again is just reflective of the fact
18 that her wireless charges of 42.16 were brought over
19 on her landline bill, 42.16, and that the customer
20 continued to make her payments in full.

21 Q. AT&T Attachment E.

22 A. Attachment E is the April 25 bill during
23 the time frame of March 26 through April 25, 2008.
24 Again, this statement shows that the customer was
25 paying her bills in full. Her previous balance was

1 96.34. She made a payment of 96.46. And she had a
2 credit of 12 cents on this account. Her wireless
3 statement reflects 64.09, and those charges are
4 represented on the landline phone service bill.

5 Q. Attachment 4.

6 A. Attachment 4 is the wireless bill that
7 has the 64.08 charges -- I apologize. I said it was
8 64.09. It looks like a nine. It is \$64.08 on the
9 landline phone bill.

10 Q. Attachment F, which is also Jones
11 Exhibit 13.

12 A. Okay.

13 Q. We will get back to Attachment F. Let's
14 look at what has been marked as Attachment O,
15 January 2008.

16 A. I thought for the purpose of this hearing
17 it would be easier to just go through the breakdown
18 of the charges and the billing on the account. Since
19 we have a whole year of '08 in the record, it's
20 probably the easiest way of going through this. The
21 bill, Attachment O, is December 26 through
22 January 25, 2008. Her previous bill was 82.32. She
23 made a payment of \$83. She didn't have any
24 adjustments on the account. She had a credit balance
25 of 68 cents.

1 If you go down to the Billing Summary
2 section of the bill, her Plans and Services were
3 \$29.82. That consists of her basic value package,
4 which was \$32, and in that package she had three-way
5 calling, call forwarding, call waiting, line backer,
6 line charge, automatic callback, repeat dialing, and
7 unlimited residential services. All of those custom
8 calling features were included in that package for
9 \$32.

10 THE ATTORNEY EXAMINER: If we could go
11 off the record for a minute.

12 (Discussion off record.)

13 THE ATTORNEY EXAMINER: Back on the
14 record.

15 A. Back to the basic value package of \$32
16 with the custom calling features, she also had nonpub
17 service for \$2.20, federal access charges for \$5.39
18 for a total monthly service of 39.59. However, the
19 customer is a Lifeline customer and she does get a
20 telephone assistance credit on her account, which is
21 \$12.39, which reduced her monthly service charges to
22 \$29.82, which is reflective of the Billing Summary
23 section of bill.

24 And then she had AT&T long distance on
25 the account, but it was zero rated. She didn't have

1 any charges, and she has wireless service of \$99.14
2 for total current charges of \$128.96, which is
3 reflective in the Bill at a Glance section, 128.96,
4 minus the 68-cent credit that she had on her account,
5 her total bill due was 128.28, and that bill was due
6 by March 1st of 2008.

7 Q. Attachment 8.

8 A. Attachment 8 was not in my prefiled
9 testimony, but this is just reflective that the
10 billing for the wireless account, 1/11/08 to 2/10/08
11 with a balance of \$99.14 was incorporated into that
12 Attachment O and part of the customer's total balance
13 due.

14 Q. Now Attachment P.

15 A. Attachment P, bringing the balance from
16 the month before, this is the January 26 through
17 February 25, 2008 billing statement, previous balance
18 was \$128.28. Customer received -- the customer made
19 a payment in the amount of \$76.25 on 2/11. An
20 adjustment came from the wireless group in the amount
21 of \$57.03, which is marked under adjustment, and that
22 information can be found under the detail of payments
23 and adjustments on this billing statement.

24 She had a \$5 credit balance. Her current
25 charges again included her basic value package,

1 nonpub, federal access charges, her Lifeline credit
2 discount. On this billing statement there was \$3.99
3 in AT&T long distance charges for calls made to
4 Cleveland, Ohio, and \$89.07 in wireless charges,
5 leaving the total current charges on this bill less
6 the \$5 credit she had above to \$117.88.

7 MS. FENLON: Attachment P was your
8 Exhibit 1.

9 Q. Attachment 9.

10 A. Attachment 9 is the wireless statement,
11 2/11/08 to 3/10/08, which reflects the balance of
12 \$89.07 being incorporated on the previous statement
13 we just discussed.

14 Q. Attachment Q.

15 A. Attachment Q is another statement we will
16 be adding to my testimony. Again, the bill is
17 reflective of the previous balance of \$117.88.
18 Customer made a payment on 3/17 for \$118, leaving her
19 a credit balance of 12 cents. Again, going to her
20 Plans and Services, her basic value package, her
21 nonpub service, federal access charges, and her
22 Lifeline discount, her Plans and Services were
23 \$29.88. There's no long distance on this account
24 this month, and her wireless service charges were
25 66.58, making her current total charges \$96.46.

1 Q. Attachment 10.

2 A. Attachment 10 is the wireless charges
3 from 3/11/08 to 4/10/08 in the amount of \$64.09.

4 Q. Now, let's go back to --

5 MS. FENLON: Here's attachment 10 if you
6 want to look at that, Ms. Jones.

7 Q. Let's go back to AT&T prefiled testimony
8 Attachment E, and I want you to address the payment
9 that was made on that account.

10 A. Right. Ms. Jones previously made a
11 comment that she had money order dated 4/2 or 4/3 in
12 the amount of 96.46 that she did not get credit for.
13 If you look at the March 26 through April 25 billing
14 statement the previous balance was 96.34. The
15 payment was received on 4/9 and applied to her
16 account in the amount of 96.46, leaving her with a
17 credit balance of 12 cents. So we did receive the
18 payment that she claimed that she didn't get credit
19 for.

20 Q. Let's pick up again in May. This is AT&T
21 prefiled testimony Attachment F, which is now also
22 marked as Jones Exhibit 13.

23 A. This statement is from April 26 through
24 May 25. We are going to start with a previous
25 balance of \$93.79. A payment of \$30 was received on

1 5/19. No adjustments on the account, leaving a past
2 due balance of \$63.79. Again, if you go to the plan
3 summary, this is in line with the notes we had
4 discussed before.

5 It identifies under Plans and Services
6 that the package was removed from her account. She
7 had the line charge billed at 6.70, 2.27 for the
8 nonpub service, the flexible call plan was zero
9 rated. Her federal access charges were \$5.41 for a
10 total monthly service of 14.31. She was given a
11 credit for the basic value package that was removed
12 from her account. She's billed one month in advance
13 so any charges she would be credited for that were
14 unused. So we credited it in the amount of \$14.34.

15 The flexible call plan is based on time
16 of day, duration of calls, and the distance of the
17 calls, and these identify the local calling A calling
18 areas and minutes of usage during the different time
19 frames giving the total amount of 5.79. And then
20 there were pay per use charges on the account, auto
21 callback, which is dialing star 69, and also -- this
22 one just has the auto callback charges, which is
23 dialing star 69.

24 Now, then there were the wireless charges
25 are \$64.08. So if you subtract the 60 cents in

1 credits that she incurred from her basic plan because
2 of her Lifeline discount and then the credits from
3 removing this package off of her account, we gave her
4 60 cents credit balance, and then you add the
5 wireless charges to that, but then you also have to
6 add in the past due charges that were not paid from
7 the month before because of only receiving a
8 \$30 payment from the customer, her new balance for
9 this month is 127.27.

10 The Attachment 5 is the wireless
11 statement reflecting the \$64.08 -- I should have
12 Attachment 4, I think for this one. I'm sorry,
13 Attachment 4 is the correct attachment because it
14 just reflects the \$64.08 from the wireless statement
15 being brought over to her landline bill, 64.08.

16 Q. Attachment G.

17 A. Attachment G is the May 26 through
18 June 25, 2008 billing statement, her previous balance
19 127.27. We received a payment from the customer on
20 6/17 for \$50. I think the previous testimony she had
21 a money order which she made a payment on 6/12, and
22 it is reflective on this bill on 6/17 for \$50,
23 leaving a past due balance of 77.27. And on this
24 billing statement she had \$23.61 in plans and
25 service, that would be her local service. She didn't

1 have any long distance, but she had \$149.91 in
2 wireless charges, bringing her total current charges
3 to 173.52, including the past due balance of 77.27,
4 making her new total amount due \$250.79.

5 Q. And Attachment 5.

6 A. Attachment 5 is just reflective, this is
7 the cellular service May 11 through 6/10 in the
8 amount \$149.91.

9 Q. Attachment H, which was also Jones
10 Exhibit 6?

11 A. This previous balance \$250.79, no payment
12 was received on this billing statement. There were
13 no adjustments, and the Plans and Services for this
14 month were \$59.76. There were a lot of automatic
15 callback charges and three-way calling charges on
16 this bill totaling \$37.81. That's why the Plans and
17 Services were so expensive.

18 There's 26 cents in long distance charges
19 and \$64.59 in wireless charges, bringing the total
20 amount due 124.61, plus the past due balance of
21 \$250.79 bringing the new total balance due of
22 \$375.40.

23 Q. Attachment 6.

24 A. Attachment 6 is the wireless statement
25 6/11/08 to 7/10/08 in the amount of \$64.59.

1 Q. Attachment I.

2 A. Attachment I is the July 26 through
3 August 25, 2008 statement. Her previous balance was
4 \$375.40. We received a payment of \$50 on 8/4, and
5 there were no adjustments on this account. Her past
6 due balance was \$325.40. So then we get to our Plans
7 and Services of \$34.12. This month had \$8.77 in long
8 distance charges on it, and the wireless service
9 charges of \$186.38. Of that 186.38, \$175 is a
10 cancellation fee for the wireless services being
11 terminated.

12 Q. Attachment 7.

13 A. Attachment 7 is the wireless statement
14 from July 11 to 8/10 showing the \$186.38 charge, and
15 the charges of \$175 are represented on that billing
16 statement to her as a fee -- as an early termination
17 fee of her contract.

18 Q. Attachment J.

19 A. I didn't go over the balance due.

20 Q. Going back to I.

21 A. Going back to Attachment I, at this point
22 she had \$325.40 past due, and her current charges are
23 \$229.27, bringing her total amount due to \$554.67.

24 Q. Now, Attachment J.

25 A. Attachment J represents the billing

1 statement August 26 through September 25, previous
2 bill \$554.67. We received a payment of \$50 on 9/8.
3 There were no adjustments on this bill. Her past due
4 balance at that time would be \$504.67. Her Plans and
5 Services were \$25.03. She had a \$1.40 in long
6 distances charges. The wireless charges are no
7 longer represented on this billing statement. Total
8 current charges are \$26.43, bringing her new balance
9 of a \$531.10.

10 Q. Attachment K.

11 A. Attachment K is the September 26 through
12 October 25, 2008 billing statement, previous balance
13 of \$531.10. We received a \$50 payment on 10/8.
14 There were no adjustments made to the account. The
15 past due balance, \$481.10, with her current charges
16 of \$19.02, her total amount due was \$500.12.

17 Q. The next one, Attachment L, which is also
18 Jones Exhibit No. 2.

19 A. This is the October 26 to November 25,
20 2008 billing statement. The previous bill was
21 \$500.12. We received a payment of \$50 on 11/5. We
22 removed \$481.10 of past due charges and transferred
23 them to a final account. That final account number
24 is 330-773-3890-474-7. That is reflected in the
25 detail of payments and adjustments. There's an

1 asterisk -- it's a pound sign next to the
2 description. On 10/25 we transferred unpaid charges
3 of AT&T of 8 cents to the final account. We also
4 transferred unpaid wireless charges of \$478.07 to the
5 final account, and transferred unpaid charges, AT&T
6 LD of \$2.95 to the final account, making that credit
7 on that bill \$481.10. Those adjustments were not
8 payments. We removed the charges because they went
9 unpaid for several months and put them on a final
10 bill.

11 Her local services charges on this bill
12 were \$17.41. Her long distance was \$2.53, making her
13 current charges \$19.94. When you deduct starting
14 with the previous bill of \$512.12, and you remove the
15 payment of \$50, you take the \$481.10 transfer to the
16 final account and add the current charges, it leaves
17 a balance of \$11.04 credit on her account.

18 Q. And finally AT&T Attachment M, which is
19 also Jones Exhibit 3.

20 A. Final account 330-773-3890-474-7, the
21 transfer of charges is reflected under the detail of
22 payment and adjustments. 10/25, transfer of unpaid
23 charges, AT&T of 8 cents. Transfer of unpaid charges
24 wireless, \$478 07. Transfer unpaid charges AT&T LD,
25 \$2.95 for the total amount \$481.10. And that final

1 bill time frame was the October 26 through
2 November 25, 2008.

3 Q. Can you briefly explain what you mean by
4 final bill and then what happens after the final bill
5 is issued?

6 A. In this case the customer's past due
7 charges went unpaid several months, and she became
8 involved in what we call a bill separation where we
9 keep her local service intact and remove the unpaid
10 charges off of her live account and put them on a
11 final bill.

12 We will send the customer a notice that
13 she has two weeks to care for the final account, and
14 if the charges aren't paid in full in two weeks, then
15 the account is referred to outside collections.

16 Q. Is that all your testimony
17 Ms. Gentile-Klein?

18 A. Yes. That concludes my testimony.

19 MS. JONES: Again AT&T moves for the
20 admission of AT&T Exhibit 1, which is the prefiled
21 testimony of Ms. Gentile-Klein, along with additional
22 attachments.

23 THE WITNESS: N, O, P, Q, and R, and then
24 Attachments 8, 9 and 10.

25 MS. FENLON: I am going to leave the

1 remainder of the new attachments right here. We are
2 giving you a few to look at. If you want to look at
3 any more, take a break.

4 THE ATTORNEY EXAMINER: Yes. Let's do
5 that. Off the record please, then.

6 (Recess taken.)

7 THE ATTORNEY EXAMINER: We are back on
8 the record now, and we will have any remaining
9 questions that Ms. Jones has of AT&T's witness.

10 If you would like to ask her questions.

11 - - -

12 CROSS-EXAMINATION

13 By Ms. Jones:

14 Q. In the basic value package, that package
15 was already incorporated in the plan that I had with
16 AT&T. Now AT&T took upon themselves to separate that
17 plan, to want me to pay \$34 all by itself. Now,
18 listen, now I ain't stupid. I have never told
19 anybody to pour it on. I can't even afford what you
20 all put on me.

21 MS. FENLON: What is the question?

22 THE ATTORNEY EXAMINER: State it as a
23 question.

24 Q. The question is, was that basic value
25 package incorporated -- I know it was in the

1 statement, but was it in incorporated as a bill that
2 I was paying?

3 MS. FENLON: Was there a separate fee for
4 that package assigned to your bill, is that your
5 question?

6 MS. JONES: No. My question is this.
7 Okay. This is the basic value package. Do you see
8 it?

9 MS. FENLON: I know what you are taking
10 about.

11 Q. Now, this particular package here, I have
12 never agreed to pay \$39.59 all by itself.

13 MS. FENLON: You had already testified
14 that you had not agreed to the value added package.

15 MS. JONES: The basic value package.

16 THE WITNESS: Can I interject? The basic
17 value package was on your bill October 25, 2005.

18 MS. JONES: I don't care when it showed
19 up. I didn't order it.

20 MS. FENLON: Your Honor, there needs to
21 be a question on the record. That's what I am trying
22 to figure out, what is the question, not testimony.

23 THE ATTORNEY EXAMINER: A question, not a
24 statement but a question for her as far as the value
25 package.

1 MS. FENLON: This is cross-examination.

2 THE ATTORNEY EXAMINER: Do you have a
3 question for her concerning that package?

4 Q. Yes. This particular package, were you
5 actually billing me? I mean, were you actually
6 asking for money for this particular package? And
7 then was it really in effect -- I mean -- I'm talking
8 about, it was money -- were you charging me every
9 month?

10 A. Yes.

11 Q. No, you wasn't.

12 A. Yes, I was.

13 THE ATTORNEY EXAMINER: I need you to
14 limit it to a question.

15 MS. FENLON: Strike after my witness
16 answered the question. I move to strike the
17 Plaintiff's comments.

18 THE ATTORNEY EXAMINER: I agree to that.

19 What we want you to do is ask your
20 question. You asked a question about whether you
21 were paying and the witness responded. So do you
22 have any additional questions beyond that, just
23 questions for the witness?

24 MS. JONES: No, I don't have no
25 questions. I got a problem.

1 MS. FENLON: Can we go off the record,
2 your Honor, and explain to the Plaintiff the purpose
3 of the cross-examination?

4 THE ATTORNEY EXAMINER: Yes.

5 (Discussion off record.)

6 THE ATTORNEY EXAMINER: Back on the
7 record.

8 Ms. Jones has some additional questions
9 hopefully for the witness.

10 Q. My question is this, if I have been
11 paying for this all the time and this was under my
12 billing statement, AT&T has been paid in full.

13 THE ATTORNEY EXAMINER: Your question is
14 what?

15 MS. JONES: Wait, wait, wait, I'm going
16 to get there.

17 THE ATTORNEY EXAMINER: Okay.

18 Q. Why was this particular part turned over
19 to --

20 THE ATTORNEY EXAMINER: Ms. Jones is
21 looking when she said that particular part. You are
22 referring to where in particular on this bill?

23 Q. Why was it -- why was this turned over to
24 the credit bureau to collect it again, because when
25 the credit bureau called me --

1 THE ATTORNEY EXAMINER: Again, your
2 question, ma'am?

3 MS. JONES: Yes. I asked why.

4 Q. Why are you bothering me about call
5 waiting, call forwarding, three-way calling -- no,
6 no, no I'm sorry. Let me rephrase that, rephrase
7 that, because I'm still coming into the question,
8 though. I asked him, what do I owe you? What do I
9 owe to AT&T? He said, Did you have call waiting,
10 three-way calling? And then, You had call
11 forwarding, three-way calling, didn't you?

12 THE ATTORNEY EXAMINER: It sounds like a
13 conversation you had with an AT&T service
14 representative on the telephone.

15 MS. JONES: Yeah, I know I'm not supposed
16 to, but what I'm saying is this.

17 THE ATTORNEY EXAMINER: If you phrase it
18 as a question for Ms. Gentile-Klein.

19 Q. So why would AT&T turn this over to the
20 credit bureau for collections if I was already paying
21 it?

22 A. As I've already testified in this case,
23 you were making partial payments starting in May of
24 2008 and were not paying your bill in full. You were
25 making 30 and 50 dollar payments, and your balance

1 kept accumulating. The payments of 30 and 50 covered
2 the local service charges but they weren't enough to
3 make any payments towards your wireless charges on
4 any long distance charges on your bill and that's why
5 \$481.10 was turned over to outside collections,
6 because you did not pay those charges in full.

7 Q. Ma'am, did I -- did I receive a check
8 from AT&T stating that I paid AT&T in full? Didn't I
9 receive a 15-cent reimbursement check?

10 A. That was after we had separated off your
11 long distance --

12 Q. No.

13 A. -- wireless charges that were unpaid and
14 put them on a final bill. You had regular local
15 service for an additional two months and you paid
16 those charges and you overpaid them, like you've done
17 in the past by a few cents, and that's why you had a
18 15-cent credit refund sent to you.

19 Q. Un-uh.

20 THE ATTORNEY EXAMINER: Do you have other
21 questions?

22 Q. Okay. This is under Plans and Services,
23 ma'am. This is not under wireless. This is under
24 Plans and Services, monthly service. The basic value
25 plan is under Plans and Services. That has nothing

1 to do with wireless. That's another part of the
2 archives of the bill. Okay.

3 There's a title, ma'am -- wait a minute.
4 Isn't there title under wireless and everything that
5 come under wireless is wireless?

6 A. Yes.

7 Q. Okay. Well, it doesn't fall under
8 wireless.

9 A. Is there a question?

10 THE ATTORNEY EXAMINER: What are you
11 trying to say, Ms. Jones? I don't quite follow you.

12 MS. JONES: I asked a question.

13 THE ATTORNEY EXAMINER: Yes, but I'm not
14 real clear what your question is.

15 MS. JONES: Okay. She said, she stated
16 this is under wireless.

17 THE WITNESS: No.

18 MS. FENLON: What is under wireless?

19 THE ATTORNEY EXAMINER: You are pointing
20 to a landline bill and it says Plans and Services.

21 MS. JONES: Okay. The thing, she said
22 something about me partially paying.

23 Q. Say that again.

24 A. Our billing system is such that when you
25 make a payment to the account, it gets applied to

1 your local service charges first, and then it gets
2 applied to your other charges after that, which would
3 be your long distance and then your wireless. So if
4 you made a \$30 payment, it would be applied to the
5 local charges, which would be either your basic value
6 package or your flex call package or whatever package
7 you had on your account.

8 Q. Uh-huh.

9 A. Your local service charges were paid in
10 full month after month after month, even after the
11 May time frame when you were making limited payments
12 on your account. Your limited payments made enough
13 to keep your local phone service, landline service on
14 but not enough to keep your long distance or your
15 wireless service connected. Does that help answer
16 the question?

17 Q. I just need to know what happened to my
18 payments if they didn't affect these charges.

19 A. Ms. Jones, you had a perfect payment
20 history up until May of 2008. At that time you
21 started making partial payments or smaller payments
22 to your account. If we haven't applied any payments,
23 as we just discussed prior, we would be happy to look
24 at any money orders you have outstanding that weren't
25 applied to your account, but with all the payments

1 we've received, they have been applied appropriately
2 to this account.

3 Q. Well, I don't think so.

4 MS. FENLON: Motion to strike.

5 THE ATTORNEY EXAMINER: Again, we will
6 strike that statement. We want to focus on questions
7 here.

8 MS. JONES: Okay, strike the question.

9 MS. FENLON: Your Honor, can we go off
10 the record for a second.

11 THE ATTORNEY EXAMINER: Off the record.

12 (Discussion off record.)

13 THE ATTORNEY EXAMINER: Back on the
14 record. I have a question for the witness.

15 - - -

16 EXAMINATION

17 By The Attorney Examiner:

18 Q. Apparently Ms. Jones was getting combined
19 bills for quite some time, but some of the exhibits
20 that she introduced today were a separate bill for
21 the wireless account. When she had the combined
22 bill; that is, her local, long distance and wireless
23 all appeared I guess on the landline statement, did
24 she receive a separate bill in the mail for the
25 wireless, too?

1 A. Yes.

2 Q. She did. So really when that came in,
3 from my own knowledge, she could choose to pay
4 everything on the landline or maybe -- how is she
5 supposed to pay, everything on the landline I guess?

6 A. Because those bills were reflected on the
7 landline, the wireless charges were moved. The
8 wireless charges look paid. It says "payment
9 posted."

10 Q. Yes.

11 A. But in actuality it's just the fact that
12 it was paid because they were incorporated into the
13 landline services.

14 Q. Incorporated before Ms. Jones even sent
15 in a check or something?

16 A. Right. That's why I tried to do the
17 attachment with the number associated, so you can see
18 that the charges were moved over. And Ms. Jones paid
19 those charges in full for three years combined
20 billing. She paid those charges in full, so that was
21 the basic value package and the wireless charges.

22 Q. For a time she paying enough to cover all
23 services, right? She even overpaid. She did
24 overpay. It's easier to write a check for 118 than
25 117.95. Those credits showed up on the bill

1 accordingly.

2 THE ATTORNEY EXAMINER: Did you have a
3 question?

4 MS. JONES: Yes. Did I understand --
5 what was your question about billing?

6 THE ATTORNEY EXAMINER: I wanted to be
7 sure, you had a combined bill that showed wireless as
8 well, not just local and long distance. I wanted to
9 be know if during that period of time were you still
10 getting a separate bill in the mail that reflected
11 just your wireless usage, and the answer was yes.

12 MS. JONES: Was I getting a separate
13 bill?

14 THE ATTORNEY EXAMINER: That was just
15 addressed, the wireless service, and the witness
16 answered yes. I just want to get clear in my mind
17 how the process worked.

18 MS. JONES: You mean on one of these?
19 You're not talking -- see, I'm going to tell you, it
20 may have been, it may not have been -- I don't
21 know -- lawful. It may be unlawful.

22 THE ATTORNEY EXAMINER: Ma'am, are you
23 leading to a question again? You should be asking
24 the witness a question.

25 MS. JONES: Yes.

1 - - -

2 RECROSS-EXAMINATION

3 By Ms. Jones:

4 Q. Okay. So I don't owe you nothing now,
5 right?

6 A. No, you owe us \$481.10, final bill.

7 Q. You know what --

8 THE ATTORNEY EXAMINER: Could you explain
9 again what that amount represents.

10 THE WITNESS: The amount represents on
11 your October billing statement in 2008, it showed
12 that we transferred unpaid charges off of your
13 account. It may be reflected as a credit to you, but
14 in actuality we took the charges off of your bill
15 because you didn't pay them for three or four months
16 in a row, and then you made payments to the account
17 but nothing went on the past due balance, and so
18 after several months we will separate any unpaid
19 charges off of the bill and put it on a final
20 account, and that's what happened. That's why your
21 bill went from \$500 down to \$19.04. There was no
22 payments received. Those were transferred amounts
23 onto a final bill because those payments were not
24 paid in full.

25 THE ATTORNEY EXAMINER: And if I

1 understood your testimony earlier, the final bill had
2 a separate account number, too.

3 THE WITNESS: Yes it did. It had the
4 same telephone number but a different customer code.
5 Her main customer code is 473-9. Her final bill had
6 a 474-7. It's very close but it's in conjunction
7 with the fact that charges were separated off the
8 bill. It's even reflected on the bill it was
9 transferred to a final account, and then you got an
10 exact duplicate bill with the new customer code which
11 showed is \$481.10 on the statement.

12 MS. JONES: Un-uh. No.

13 THE WITNESS: That would be Attachment N.

14 MS. JONES: I would like for this to be
15 an exhibit here because I don't want them to come
16 back tomorrow and say, well, okay, we made a mistake
17 on your wireless. It was on your landline.

18 THE ATTORNEY EXAMINER: Ms. Jones is also
19 asking that a copy of a several checks be introduced
20 into evidence as well.

21 MS. FENLON: Copies of checks? One is
22 the 15 cents.

23 THE ATTORNEY EXAMINER: From AT&T.

24 MS. FENLON: From AT&T.

25 MS. JONES: Stating I don't owe you

1 nothing else forever.

2 THE WITNESS: On the landline account.

3 MS. FENLON: On the landline, not
4 wireless.

5 And what is the \$15 check for?

6 MS. JONES: That's AT&T.

7 THE ATTORNEY EXAMINER: Off the record.

8 (Discussion off record.)

9 THE ATTORNEY EXAMINER: Back on the
10 record. We have what I believe is the final exhibit
11 for Ms. Jones, this is Jones Exhibit 27. This a
12 photocopy of a check from a credit union written out
13 to AT&T and then a check with a 15-cent refund check
14 that AT&T issued to Ms. Jones after that 15-dollar
15 payment was made, and this is all on the same page as
16 Jones Exhibit 27.

17 Ms. Jones, having asked the witness
18 numerous questions and you have introduced a final
19 exhibit here, is there anything else you wanted to
20 mention or ask? If not, we will admit all the
21 exhibits that were submitted today into evidence and
22 make copies for the reporter and so forth.

23 MS. FENLON: Both of those together are
24 Exhibit 27, correct?

25 THE ATTORNEY EXAMINER:

1 Off the record.

2 (Discussion off record.)

3 THE ATTORNEY EXAMINER: Back on the
4 record. Jones Exhibit 27 is this page indicating the
5 \$15 check written to AT&T and the 15-cent refund from
6 AT&T.

7 Ms. Jones, anything else today? If not,
8 there have already been motions to put the exhibits
9 into evidence, and I will admit those into evidence.

10 MS. JONES: All right.

11 THE ATTORNEY EXAMINER: Then we will
12 admit all the exhibits both AT&T and Ms. Jones'
13 exhibits into evidence.

14 (EXHIBITS ADMITTED INTO EVIDENCE.)

15 MS. FENLON: We renew the motion for the
16 admission of all our exhibits, included the prefiled
17 testimony and additional ones.

18 THE ATTORNEY EXAMINER: I will also grant
19 that motion all the exhibits that have been offered
20 into evidence today will be admitted into evidence as
21 well for the record.

22 (EXHIBITS ADMITTED INTO EVIDENCE.)

23 THE ATTORNEY EXAMINER: On that note, I
24 believe we can close the hearing for today.

25 MS. FENLON: Off the record.

1 THE ATTORNEY EXAMINER: What Ms. Fenlon
2 proposed here if there are any -- all the exhibits
3 that were admitted into evidence, that will be the
4 extent of the exhibits, except if Ms. Jones finds
5 some money orders or checks for payments that were
6 made that she doesn't believe were reflected on the
7 AT&T statements, those would be admitted as
8 late-filed exhibits. On that note then, we will --

9 MS. JONES: I want to submit these money
10 orders. I have these money orders today. I'm not
11 submitting nothing that I can't submit right now.
12 Why submit tomorrow what you can submit today.

13 THE ATTORNEY EXAMINER: Off the record
14 for a minute please.

15 (Discussion off record.)

16 THE ATTORNEY EXAMINER: Back on the
17 record.

18 Ms. Jones has submitted a number of
19 exhibits that are all checks that she said were sent
20 to AT&T. I have numbered them separately and I have
21 them as Jones Exhibits 28 through 37, and on that
22 note, Ms. Jones says she has nothing more to submit,
23 so we will end the hearing for today. Thank you.

24 MS. JONES: Wait a minute.

25 THE ATTORNEY EXAMINER: Off the record.

1 (Discussion off record.)

2 THE ATTORNEY EXAMINER: Back on the
3 record.

4 AT&T's motion is that any evidence of
5 checks, payments from January of 2008 on, will be on
6 the record. Anything other than that will not be.

7 MS. JONES: I object.

8 THE ATTORNEY EXAMINER: I'll agree with
9 AT&T's statement because the bills clearly are not in
10 dispute up through May of 2008.

11 Ma'am, that's my decision. We have
12 ruled --

13 MS. JONES: But there's money in between
14 there. I have to go in and get that.

15 THE ATTORNEY EXAMINER: We will stick
16 with the decision I made because there are no bills
17 that are in dispute prior to that time.

18 MS. JONES: But there's money that I paid
19 that wasn't recorded.

20 THE ATTORNEY EXAMINER: My decision will
21 stand on that.

22 (EXHIBITS ADMITTED INTO EVIDENCE.)

23 Then we will close the hearing for the
24 day.

25 (The hearing adjourned at 4:31 p.m.)

CERTIFICATE

I do hereby certify that the foregoing is a true and correct transcript of the proceedings taken by me in this matter on Tuesday, April 20, 2010, and carefully compared with my original stenographic notes.

Rosemary Foster Anderson,
Professional Reporter and
Notary Public in and for
the State of Ohio.

My commission expires April 5, 2014.

(RFA-8432)

- - -

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

5/7/2010 11:35:05 AM

in

Case No(s). 09-1020-TP-CSS

Summary: Transcript Transcript of Vondelise Jones v. AT&T hearing held on 04/20/10.
electronically filed by Mrs. Jennifer Duffer on behalf of Armstrong & Okey, Inc. and Anderson,
Rosemary Foster Mrs.