

FILE 117

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

- - -

In the Matter of the :
Complaint of Virgil Cochran : Case No.
Vs. Ameritech Ohio. : 00-970-TP-CSS

RECEIVED
01 DEC 14 PM 1:30
FUCO

- - -

PROCEEDINGS

Before Scott Farkas, Attorney Examiner, held at
the offices of the Public Utilities Commission
of Ohio, 180 East Broad Street, Columbus, Ohio,
on Monday, November 26, 2001, at 1:00 o'clock,
P.M.

- - -

This is to certify that the images appearing are an
accurate and complete reproduction of a case file
document delivered in the regular course of business.
Technician 1104 Date Processed 12/14/01

Armstrong & Okey, Inc.
185 S. Fifth Street, Suite 101
Columbus, Ohio 43215
(614) 224-9481 - (800) 223-9481
Fax - (614) 224-5724

ORIGINAL

ARMSTRONG & OKEY, INC., Columbus, Ohio (614)224-9481

1 APPEARANCES:

2 Mr. Virgil Cochran
3 3720 Alberta Drive
4 Norton, Ohio 44203-5502

5 Appearing on his own behalf.

6 Mr. Thomas Linton
7 19105 Snyder Road
8 Chagrin Falls, Ohio 44023

9 On half of Ohio Bell
10 and Ameritech.

11 - - -

INDEX TO EXHIBITS

- - -

		MARKED	ADM
COMPLAINANT			
1	Bill	9	111
2	Court Decision	11	111
RESPONDENT			
1	Issue Record	71	112
5	Billing Summary	70	112
6	Billing Summary	74	112
9	Business Office Notes	74	112
10	Letter dated 7-14-98 to Thomas Cochran from Ameritech	67	112
16	Billing Information	76	112

- - -

INDEX TO WITNESSES

	DIRECT	CROSS	EX
COMPLAINANT			
Virgil Cochran	7	44	12
RESPONDENT			
Betty Bennett	66 109	81 102 110	85

1 Monday Afternoon Session,
2 November 26, 2001.

3 - - -

4 EXAMINER FARKAS: The Public
5 Utilities Commission of Ohio calls this hearing
6 at this time and place In The Matter of the
7 Complaint of Virgil Cochran versus Ameritech
8 Ohio, Case No. 00-970-TP-CSS.

9 My name is Scott Farkas and I am the
10 Attorney Examiner assigned to hear this case. I
11 will take appearances first on behalf of the
12 Complainant. State your name and address.

13 MR. COCHRAN: Yes. Virgil Cochran,
14 Complaint in the matter.

15 EXAMINER FARKAS: And would you state
16 your address?

17 MR. COCHRAN: 3720 Alberta Drive,
18 Norton, Ohio 44203.

19 EXAMINER FARKAS: On behalf of the
20 Respondent?

21 MR. LINTON: Thomas A. Linton,
22 19105 Snyder Road, Chagrin Falls, Ohio 44023
23 representing the Ohio Bell Telephone Company and
24 especially appearing for Ameritech Corporation.

ARMSTRONG & OKEY, INC., Columbus, Ohio (614)224-9481

1 EXAMINER FARKAS: Thank you. Mr.
2 Cochran, are you here on behalf of yourself?

3 MR. COCHRAN: Yes.

4 EXAMINER FARKAS: You understand
5 that you are allowed to have an attorney
6 represent you?

7 MR. COCHRAN: Yes.

8 EXAMINER FARKAS: And you want to go
9 forward without one?

10 MR. COCHRAN: Yes.

11 EXAMINER FARKAS: Okay. So you have
12 no one appearing on your behalf other than
13 yourself? No witnesses you will be calling?

14 MR. COCHRAN: That's right, I do
15 not.

16 EXAMINER FARKAS: Okay. At this
17 time I will let you go forward with your case
18 then.

19 MR. COCHRAN: All right.

20 EXAMINER FARKAS: Just swear you in
21 for the record.

22 (WITNESS SWORN)

23 - - -

24 VIRGIL COCHRAN

1 called as a witness on behalf of the
2 Complainant, being first duly sworn, testified
3 as follows:

4 EXAMINER FARKAS: You can proceed
5 then.

6 MR. COCHRAN: Back in '92 my son
7 Thomas got a business telephone from Ameritech
8 and couple months later in February I believe he
9 became ill and then I give the telephone company
10 Thomas' doctor's name and his case worker's name
11 and their addresses and phone numbers. And
12 then it was my understanding that the phone
13 company changed the phone to a residence in my
14 name. But Thomas' name was never taken off of
15 the bill.

16 Thomas passed away in 1994 and I
17 remained on the service and had trouble with
18 Ameritech. Never give me credit for all I paid.
19 They supposedly was collecting for a separate
20 long distance company at that time. Sprint.

21 And I questioned the amount of the
22 bill and give me credit for numerous times. And
23 it was always their claim that the matter was
24 between the long distance company, companies,

ARMSTRONG & OKEY, INC., Columbus, Ohio (614)224-9481

1 two of them, and that I owed something like \$444
2 to the long distance companies.

3 So, I was checking my records and
4 with the companies, long distance companies, and
5 there was no balance that I owed either one of
6 the long distance companies. My balance showed
7 zero on the records of both Sprint and AT&T.

8 And then the matter -- in June of
9 1998 the June bill was due July 15th, and
10 Ameritech shut the phone off on July the 2nd
11 instead of waiting until July 15th is what
12 the bill said.

13 That is an exhibit in my complaint.
14 A copy of that.

15 EXAMINER FARKAS: Do you have that
16 here?

17 MR. COCHRAN: Yes. It's in the
18 complaint, Mr. Examiner. And it's -- shut the
19 phone off on July the second. It was due July
20 15th.

21 EXAMINER FARKAS: What year are
22 you --

23 MR. COCHRAN: '98.

24 EXAMINER FARKAS: Okay. What

1 exhibit are you referring to, sir? What exhibit
2 are you referring to? What do you want to call
3 an exhibit? We will mark everything at the
4 hearing by exhibit number so we will need to
5 know exactly what you are referring to then we
6 will mark it.

7 MR. COCHRAN: All right. That is
8 Exhibit 3 attached to the --

9 EXAMINER FARKAS: Do you have a copy
10 of that?

11 MR. COCHRAN: Yes.

12 EXAMINER FARKAS: Okay. We are
13 going to mark this as Complainant's Exhibit 1.
14 And this is a bill dated June 28th, 1998. Mr.
15 Linton, have you seen this?

16 MR. LINTON: If it's attached as an
17 exhibit to the complaint I do have it.

18 EXAMINER FARKAS: That will be
19 Exhibit 1. Go forward then. Sorry.

20 (EXHIBIT HEREBY MARKED FOR
21 IDENTIFICATION PURPOSES.)

22 MR. COCHRAN: Then on that bill,
23 the June bill was due on July 15th and they shut
24 the phone off on July 2nd of '98. And then I

1 could never get anything definitely from the
2 company. And every time I tried to check on
3 anything I got a hold of a different employee
4 and went on.

5 And then I filed a complaint in the
6 Court and it went to the Court of Appeals and
7 the Court of Appeals affirmed the lower court
8 order that it should be dismissed on the ground
9 that it should be Public Utilities Commission
10 jurisdiction instead of the Common Pleas Court.

11 EXAMINER FARKAS: What Court was --
12 what Common Pleas Court was that filed in?

13 MR. COCHRAN: That was filed in
14 Common Pleas Court of Summit County. And then
15 it was heard -- appealed to the 9th District
16 Court of Appeals of Ohio setting in the Akron
17 branch. And I have a copy of their entry I
18 would like to submit at this time.

19 EXAMINER FARKAS: Essentially that
20 is a decision by the Court indicating --

21 MR. COCHRAN: Just said that the
22 Commission had jurisdiction over our complaint.
23 Made other, well, statements like the fact that
24 Thomas and I were sharing a telephone.

1 They found that Thomas and I were
2 sharing a telephone. And Thomas passed away and
3 I remained on the account.

4 EXAMINER FARKAS: Let me see that
5 if you want to mark that as an exhibit also.
6 Okay. We will mark Complainant's Exhibit 2.
7 This is a decision of the Court of Appeals 9th
8 Judicial District, Case No. 19832, decision
9 journal entry dated July 26, 2000.

10 (EXHIBIT HEREBY MARKED FOR
11 IDENTIFICATION PURPOSES.)

12 MR. COCHRAN: And then right after
13 that journal entry was put on that case
14 affirming dismissal of it in the Common Pleas
15 Court I filed the complaint in the Commission
16 here. And the complaint is quite long and it
17 has quite a few exhibits, something like 14 of
18 them.

19 I would like to just say if I could
20 rather than going through each item for item
21 just say I would like to submit a copy of it.
22 Already have a copy, already have the complaint,
23 my complaint here that has exhibits attached to
24 it. But if you would like another copy I have

1 it here.

2 EXAMINER FARKAS: I would like you
3 to state what the exhibits are and what they
4 mean for your case.

5 MR. COCHRAN: All right. Okay.

6 EXAMINER FARKAS: Before you do
7 that, could I ask you just some general
8 questions?

9 MR. COCHRAN: Yes.

10 - - -

11 EXAMINATION

12 By Examiner Farkas:

13 Q. You say in 1992 your son got a
14 business line from Ameritech?

15 A. Yes.

16 Q. What was the account number of the
17 business line?

18 A. Oh, 216-825-6538.

19 Q. Okay. And do you remember the month
20 of that year?

21 A. I think it was February.

22 Q. All right. And then you indicated
23 that in 1994 your son died?

24 A. Yes.

1 Q. And you made some attempt to get the
2 service in your name?

3 A. Yes. Even before he passed away
4 when he first got sick back in '92 I requested
5 and I thought that my request was granted
6 because I gave them Thomas' doctor's name and
7 his case worker's name because they wanted some
8 proof that I wasn't trying to pull something,
9 wanted some proof for the company that Thomas
10 actually was ill.

11 Q. Okay.

12 A. So got that for them and I thought
13 that settled it and it was in my name. And
14 Thomas was ill up until '94, then passed away.
15 And ownership of the telephone service never
16 came up until around in '98.

17 Q. Well, in what month of '94 did your
18 son pass away?

19 A. In February.

20 Q. Okay.

21 A. February 21.

22 Q. Well, when you initially called the
23 company to indicate you wanted the account of
24 your son put in your name --

1 A. Yes.

2 Q. Did they indicate how you would do
3 that?

4 A. Yes. They said that I would have to
5 supply them with some information that my son
6 was actually ill and that it was okay with him
7 to put it in my name.

8 Q. Okay. And did you?

9 A. I did supply them with all they
10 requested. As I recall it was Thomas' doctor's
11 name and address and phone number and his case
12 worker. I think I volunteered, didn't ask for
13 that. And might be something else I gave.
14 Whatever they asked.

15 Q. Sent them a letter?

16 A. Yes.

17 Q. Do you have a copy of the letter?

18 A. No, I do not.

19 Q. Okay.

20 A. No. I am sorry. I am sorry. I did
21 not send them a letter on that. I just talked
22 to them on the phone on that.

23 Q. Okay. So you didn't send them any
24 written documents?

1 A. No written documentations, no.

2 Q. But your testimony is that bills
3 kept coming?

4 A. Yes.

5 Q. Were you paying the bills?

6 A. Yes.

7 Q. When a bill came and it was in
8 Thomas' name did you take any other action?

9 A. I asked them at least on three
10 occasions why my name wasn't at least on it
11 because my name went on the gas company, my name
12 went on with Tom's name on the gas company
13 because he was on HEAP. And then Ohio Edison
14 would not take Thomas' name off and nothing I
15 could do to take his name off. Let it on.

16 And the electric bill still comes to
17 this day in Thomas' name and so did the
18 telephone number up until it was ordered put
19 back in I guess about August or September of
20 last year. Then the phone service was restored
21 to my house and was in my name and Thomas' name
22 was not on it.

23 Q. Let's go back to when you continued
24 to get bills in your son's name.

1 A. Yes.

2 Q. You made a number of attempts to
3 contact the company?

4 A. Three as I recall, three as I
5 remember, yes.

6 Q. And did you talk to the same person
7 each time?

8 A. No. That was --

9 Q. Do you know who you talked to?

10 A. No.

11 Q. Never sent any written request?

12 A. No, I did not. I did not. But, as
13 I recall the information I received was that it
14 didn't matter whose name it was in as long as
15 the last name wasn't different.

16 Q. And did you act as though this was
17 your service that you --

18 A. Yes, I did, because paid the bills
19 and there is no bill outstanding that the phone
20 company or representatives are claiming that is
21 not paid. That was paid entirely, everything
22 was paid.

23 It was just a dispute over the long
24 distance companies that was dropped by the phone

1 company, by the long distance company or it
2 was -- they let it be known that I did not owe
3 them anything. They said my balance was zero.

4 Q. We will get to that. At what time
5 did you consider this to be your account?

6 A. Oh, in the time that it changed from
7 business phone to a residential phone.

8 Q. What is the exact date of that?

9 A. That would be -- I believe it was in
10 February of '92. I am not exactly sure of the
11 month, but I think it was in February of '92.

12 Q. Okay. So February '92 approximately
13 even though your son's name is on the bill,
14 account, you are acting as though this is your
15 account?

16 A. Exactly.

17 Q. You felt responsible for all bills?

18 A. Exactly.

19 Q. Okay. Now, you have indicated that
20 there was money due a long distance carrier.

21 A. There was money that the Ameritech
22 alleged that was due the long distance carrier,
23 two of them. But the long distance carrier's
24 records showed that I had a zero balance on my

1 account with them. I did not owe anything.

2 Q. Do you have any records of the long
3 distance company's bills?

4 A. I tried to get them to send me
5 something to that effect and they wouldn't, they
6 didn't or wouldn't send me anything, bill
7 statement showing that my account was zero.

8 Q. What were the names of the long
9 distance companies?

10 A. Sprint and AT&T.

11 Q. And when did you have Sprint? Or
12 which company did you first have long distance
13 with and then --

14 A. With Sprint.

15 Q. Okay. When did you have Sprint?
16 When did you last have Sprint?

17 A. I think I had them right up until
18 the phone was disconnected.

19 Q. And when was that?

20 A. Oh, in July of '98.

21 Q. And when did you have AT&T?

22 A. I used both their lines for a while.

23 I had a line they give me to hook in, dial and
24 use both Sprint and AT&T. Used them both at the

1 same time or over the same period of time.

2 Don't mean same minute or same hour, but over
3 the same time frame of months. Used both of
4 them.

5 Q. Did you have more than one telephone
6 line?

7 A. No.

8 Q. Just had this one account?

9 A. Yes. So far as I knew Ameritech,
10 only had the one account number and when I sent
11 money in or paid at the bill paying station
12 where you pay the bills I went to, and I never
13 could figure what they did with the money, all
14 of it.

15 Q. Did you ever receive a notice from
16 the Sprint or AT&T that you had not paid a bill?

17 A. No, sir. No, sir, not at all.

18 Q. Now, you are saying that in 1994
19 Ameritech disconnected your phone?

20 A. They disconnected the phone, yes.

21 Q. Your local service?

22 A. Yes.

23 Q. And your long distance?

24 A. They disconnected the local service

1 in '94, and then in '99 -- no. I don't think
2 they disconnected it in '94. I think it was
3 '98.

4 Q. So there was no disconnection of
5 your phone service in 1994?

6 A. I don't believe so.

7 Q. Of long distance or local?

8 A. No.

9 Q. So you got disconnected in 1998?

10 A. Yes.

11 Q. Okay. And was this local or long
12 distance or both?

13 A. At first it was the long distance.

14 Q. When did that happen?

15 A. That was right about in June or
16 July.

17 Q. Of 1998?

18 A. Yes.

19 Q. And --

20 A. Then about a year later they
21 disconnected the residence phone.

22 Q. About June of 1999?

23 A. No. It was in cold weather I
24 remember. That would have been more like

1 October or November.

2 Q. Do you have any bills that show when
3 the phone was up to -- leading up to the
4 disconnection or when it was disconnected?

5 A. Yes. I am sure I do, but I don't
6 think I can put my hands on them right now. I
7 could maybe mail them if Mr. Linton would agree
8 to it. I don't know if it will help, but I
9 think that maybe if a person looked through the
10 -- Mr. Linton I know has put the dates
11 disconnected in the paper and they agree with my
12 dates, but I don't remember what they are.

13 MR. LINTON: I will agree with the
14 dates in the complaint if that would help. I
15 think the complain accurately has the dates in
16 it.

17 EXAMINER FARKAS: Okay.

18 MR. LINTON: But they aren't any of
19 the dates he just testified to.

20 EXAMINER FARKAS: Okay. All right.

21 Q. Now let's go to the exhibits you
22 have in your complaint. And starting with
23 Exhibit 1. Please identify what that is and --

24 A. This is a copy of a bill dated

1 September the 28th, 1995 and on the bill it
2 shows that it is a previous bill of \$99.49 and
3 it was paid. And past due bill according to
4 them was \$64.49.

5 Q. Are you disputing something on this
6 bill?

7 A. No. As I recall that was the
8 residence bill and that was paid. And I don't
9 think they are disputing that it wasn't paid.

10 Q. So why was this exhibit put in the
11 Complaint?

12 A. To show the amounts and dates and
13 show what they are claiming. This bill showed
14 99 plus 64 and other bills like the other one I
15 just gave you.

16 Q. Are you claiming there was some
17 error in this bill?

18 A. Either an error in it or there
19 was --

20 Q. What was the error?

21 A. The total amount wasn't right.
22 Because I never owed any amount on the -- this
23 bill in September of '95, it's marked small
24 business was the main reason that was put in

1 here.

2 This small business was taken off in
3 February of '92. And it was still billing that
4 phone service as small business on Exhibit 1 in
5 the complaint.

6 Q. Do you have any kind of evidence
7 that you requested this line be changed? Any
8 kind of written document?

9 A. Nothing in writing other than what I
10 just testified to. I had to supply them
11 the doctor's address to show them that Thomas
12 was ill, and then he had a case worker that
13 checked on him.

14 Q. So this bill that is marked as
15 Plaintiff's Exhibit 1 in the complaint, what do
16 you dispute about it? What exactly is the error
17 in this bill?

18 A. Well, the amount is wrong. \$99.40
19 is -- I was first behind on the residential
20 phone.

21 Q. This shows what your current charges
22 are?

23 A. Yes.

24 Q. And you don't dispute that?

1 A. No. That I agree with.

2 Q. Total amount due, are you disputing
3 that?

4 A. Yes.

5 Q. Okay. And you are saying you didn't
6 owe \$64?

7 A. No.

8 Q. Why not?

9 A. Because I paid every month. I
10 didn't miss a payment.

11 Q. Do you have a check, cancelled check
12 that shows you paid this bill?

13 A. I never paid by check. I either
14 paid by cash at the Drug Mart or else sent a
15 money order.

16 Q. Do you have a receipt?

17 A. I do have receipts, but don't have
18 them with me.

19 Q. Okay.

20 A. Now, like, for example, on the
21 Exhibit 1, take the amount circled, and it was
22 paid. And rest of that was not paid at that
23 time or it was -- didn't owe it. I guess took
24 it off. Never heard anything more from them.

1 Q. So is there anything you dispute
2 with respect to this then? If you don't
3 believe -- never heard anything after you paid
4 this bill? Or still dispute --

5 A. Dispute that what they said was due.

6 Q. Right now as you sit here today do
7 you have an issue with this exhibit?

8 A. No.

9 Q. Okay. Let's move on to the second
10 exhibit, Exhibit 2 in your complaint. And
11 please explain to me what this is.

12 A. This is just showing that the --
13 what Mr. Linton sent me a copy of that, shows
14 when the restrictions was added. It shows that
15 service was alive and under my Social Security
16 number. It's got -- at the top it says to Mr.
17 Thomas Linton, subject Virgil Cochran, and then
18 Tom. Then service is alive and name of Thomas
19 T. Cochran, Social Security number. That is my
20 Social Security number.

21 Q. Okay.

22 A. And then it shows balance and I paid
23 all that was due on the residential service.
24 And there was only a little bit on the business.

1 That was all paid.

2 But then some time between February
3 of '92 and about February of '98 or May or June,
4 along in there of '98, this other \$46 came in
5 for long distance charge. That is what I was
6 charged with by Ameritech, but didn't owe it.
7 And it was my understanding that Ameritech did
8 not support their claim that I did owe it.

9 Q. Do you dispute anything in this
10 exhibit? I mean --

11 A. Well, no, but that shows that when
12 Mr. Linton says, or when the phone company says
13 that I hid the fact from them that I was using
14 service and wasn't my name, it shows that they
15 did know my Social Security number, and that was
16 my name.

17 Q. Okay.

18 A. And as far as the amounts, I don't
19 think there is any anything there to dispute.
20 It says the same address, balance 101.53. I
21 don't know what that is about. I wasn't charged
22 with that later on that I ever remember of.

23 Q. Do you know what this document is?

24 A. Exhibit 2?

1 Q. Yes.

2 A. I think it is where Mr. Linton
3 requested the phone company to give what
4 information they had for me.

5 Q. Do you know if it's an electronic
6 mail?

7 A. I assume that it was, but I don't
8 know. But I think that there was an error in
9 the electronic mail as well as in the electronic
10 billing. I think there were errors in the
11 computers.

12 Q. What is the error?

13 A. In the amounts of the money that
14 they claim I owed.

15 Q. So you are disputing the balance
16 due? Are you disputing that?

17 A. Yes.

18 Q. Okay. And you don't think you owed
19 that much?

20 A. That's right.

21 Q. Did you pay \$12 on 1-8-99?

22 A. I paid what was due at the end of
23 the month, yes.

24 Q. And do you have anything to show

1 that you paid the bill?

2 A. No.

3 Q. All right. This also shows
4 handwriting on the bottom long distance blocked
5 off on 5-23-98 through the present time. Did
6 you write that?

7 A. Yes.

8 Q. All right. Why did you write that?

9 A. Because I wanted to remember when
10 they blocked off the -- shut the service off.

11 Q. What is the present time as you
12 wrote this? What was the present time?

13 A. It was shortly after I received this
14 and it's dated January 20th of '99. So it would
15 have been shortly after that.

16 Q. Like February of '99?

17 A. Yes.

18 Q. All right. Anything else you want
19 to say about this?

20 A. I don't think so.

21 Q. Okay. You have something attached
22 to that, an incident report.

23 A. Yes. I started getting harassing
24 telephone calls and couldn't find out who it

1 was. And so I went to the phone company and
2 went to the police station and I was informed by
3 the phone company to go to the police and make a
4 report. And then sent them a copy of the police
5 report and they changed my phone number. And I
6 got --

7 Q. Who told you that?

8 A. It was a lady employee in the phone
9 company.

10 Q. From Ameritech?

11 A. Yes.

12 Q. Okay.

13 A. Said they couldn't change my number
14 without a report from the police department
15 showing that I had made a report and made a
16 complaint. So made the complaint and that
17 complaint was made and I sent that to the
18 address that I was instructed to send it to.
19 And they changed my phone number.

20 Q. So --

21 A. So that cleared that up.

22 Q. So no problem then with this?

23 A. Not with that exhibit, no.

24 Q. Okay. You don't have any problem

1 with what Ameritech did with respect to this?

2 A. No.

3 Q. This document that is attached to
4 Exhibit 2 in the complaint. Okay. Next you
5 have Complainant's Exhibit or Plaintiff's
6 Exhibit 3 which is in the complaint and what do
7 you want to say about that?

8 A. Well, just want to say that the bill
9 was June the 28th of 1998 and it was due on July
10 15th of 1998 and the phone company was shut off
11 -- shut the phone off at -- my residential phone
12 off on July the 2nd before that bill was due.

13 Q. This is local service?

14 A. Yes.

15 Q. Did you receive any notice of
16 disconnect?

17 A. No.

18 Q. So the amount that is due on this
19 bill, did you pay both of these, Ameritech
20 current charges and Sprint current charges?

21 A. No. I did not pay the \$49.

22 Q. Now, as to where it says Ameritech
23 current charges --

24 A. Yes.

1 Q. You paid those?

2 A. Yes.

3 Q. Okay.

4 A. Now, in May say -- so as far as I
5 know the company, there is no dispute about
6 anything being owed on the residential phone.
7 It's all long distance that I believe was
8 allegedly owed and turned out not to be correct.

9 Q. Okay. And so you are saying on the
10 second page of that, of your Exhibit 3 in the
11 complaint, you are saying how much was long
12 distance?

13 A. 446 I believe is their exact amount.

14 Q. And are you paying any long distance
15 bills since you started to take over this
16 account?

17 A. Yes. I paid some at first.

18 Q. At first?

19 A. Yes.

20 Q. Then when did you stop?

21 A. When it finally showed up that I
22 was -- didn't owe nothing. After I got
23 Ameritech's bill that I owed money and checking
24 with my back bills, checking with the long

1 distance company, my balance was zero balance.

2 Didn't pay any.

3 I talked with numerous employees of
4 Ameritech and none would listen to me. And then
5 when I did file the complaint it went to a
6 Hearing Officer in Michigan by the name of Betty
7 Bennett and she had checked and according to her
8 report, it's Exhibit 4, she determined that I
9 owed something like \$46 or 40 some dollars then
10 the rest of that 494 was for long distance.

11 And nothing ever counted for what
12 it was, for just long distance. And I never got
13 a bill showing that I owed them anything, or
14 there was no bill other than the statement that
15 come from Ameritech.

16 Q. Okay. Then you have attached to
17 that a check for something, you wrote paid under
18 duress.

19 A. Yes.

20 Q. July 21, '98, then --

21 A. Now, that was the balance of what I
22 owed on the residence phone according to
23 Ameritech. And I paid that with the
24 understanding that my phone would be turned back

1 on Tuesday, and that was paid I think on a
2 Wednesday or Thursday. But then when I paid
3 that they wouldn't turn my phone back on.

4 Q. Okay. Next you have got Exhibit 5.

5 A. Yes.

6 Q. Okay.

7 A. That is where -- that is a letter
8 from Mr. Linton stating back bills or something.
9 Never good understand what it was all about.

10 Q. So you don't understand what this
11 letter means?

12 A. No. I understand this letter is
13 claiming so much back bills but I deny, dispute
14 it.

15 Q. Okay. All right. Exhibit 6.
16 Plaintiff's Exhibit 6.

17 A. That is put in here to show that I
18 did not hide the fact that the phone was mine.
19 When I applied for the HEAP program to help pay
20 on the heating bill from the gas company, that
21 is a letter from the Governor notifying me that
22 my application was approved and that I would be
23 getting so much money from them. And I had to
24 offer that or give it to the phone company in

1 order to be eligible for their -- what they call
2 American Plan, get something off of the original
3 bill.

4 That was given to them to show that
5 I was in charge of the phone, it was my
6 residence, it was my Social Security, I was
7 paying the bill, I was registered with HEAP.
8 Just prove that I was square up and up with the
9 phone company.

10 Q. You provided this to Ameritech?

11 A. Yes, I did.

12 Q. Did you have any response from
13 Ameritech?

14 A. Yes. They accepted that and they
15 responded and took I think \$10 a month off of my
16 bill.

17 Q. Okay. So you don't have any problem
18 with the way they responded to that?

19 A. No. It was very good what they did
20 with that. It was very good. It was accurate.

21 Q. Okay. You have got your Exhibit 7.

22 A. That is when Ameritech accepted that
23 letter from the Governor showing that I was
24 approved by HEAP. They give me \$10 a month for

1 I guess five months, give credit for \$50.69.

2 That was just to show that the phone
3 company knew that the phone was in my name and I
4 was paying the bills. And I sent the
5 application in to them and they approved it and
6 just put it in to show you or the Commission
7 that they accepted it and knew that I was in
8 charge of paying the bills. And they give me
9 credit. And I have no complaint about that.

10 Q. As of what date did you send that
11 in?

12 A. This was -- well, it was approved on
13 August the 28th, so would have been probably
14 three weeks or month before that.

15 Q. Of '98?

16 A. Yes.

17 Q. Okay.

18 A. Then Exhibit 8 I have here a receipt
19 where I paid \$35.61 was the last that I paid on
20 that residential account. That cleared it off,
21 there was no more owing on it.

22 Q. You are saying you paid \$34.61?

23 A. Let's see. It would have been on
24 2-4 of 2000.

1 Q. You had paid your entire bill
2 according to you?

3 A. That was the balance of it, yes. I
4 owed no more on the phone and they still
5 wouldn't hook it, restore my service.

6 Q. Okay. And your Exhibit 9.

7 A. That is just a letter from Mr.
8 Linton where he put in his prayer to his cross
9 complaint where he sued me and his complaint is
10 still pending against me in Common Pleas Court.
11 It's never been dismissed. Got me sued for
12 \$6,000 and he wants the Court to do such
13 and such to me. It speaks for itself.

14 Wants them to do that. And under
15 Ohio Revised Code 2323.52, and that he was
16 claiming that I was harassing them. And that
17 statute has been repealed years before he even
18 asserted it in the complaint. It was repealed
19 as being unconstitutional.

20 Q. Is part of your complaint that you
21 claim that Ameritech was billing you for a
22 business line and not residential line?

23 A. Yes, they did.

24 Q. And when did that start and when did

1 it end?

2 A. Well, it started when Thomas first
3 got the phone. It would have been in '92, and
4 then after it was switched from the small claims
5 business, from small business telephone service
6 to a residence, it never stated that it had been
7 changed. Just come as a bill for residential,
8 but that still had the small business still on
9 the bill.

10 And couldn't figure out why it took
11 me six or eight months to get them to take that
12 off. And then --

13 Q. But they took it off?

14 A. They did change it, yes, they did
15 change it. And didn't say small business any
16 more. And then in Exhibit 12, getting back to
17 where I applied for the HEAP program and applied
18 for the -- what they called their application
19 for universal service.

20 MR. LINTON: Exhibit 12? The copy
21 of the complaint served only has 9 exhibits.

22 EXAMINER FARKAS: That is all I
23 have too. What are you referring to?

24 A. I am referring to Exhibit 12.

1 EXAMINER FARKAS: Where?

2 A. On the top righthand corner.

3 Q. This is part of your complaint that
4 was --

5 MR. LINTON: Application for
6 universal service, that is part of 6.

7 Q. That is part of 6.

8 A. Well, then, and even on their -- I
9 had to give whose name the phone was billed in,
10 if you read it, and I said it can be my name,
11 can be to me.

12 Q. Can you tell me exactly right now
13 what, we have got a lot of this history, what is
14 your complaint against Ameritech as we sit here
15 today? Exactly what is it?

16 A. They had no right or no cause to
17 shut my phone service off.

18 Q. And when did they shut your phone
19 service off?

20 A. It was in '99. Some time in January
21 or February of '98 they shut it off the last,
22 shut the residence off.

23 Q. You said they disconnected you in
24 '99. Now saying disconnected you in '98.

1 A. No. I am sorry. This here was made
2 out to them in '98, but it was after that. It
3 was in '99 before they shut me off. I am sorry.

4 Q. So you are claiming that they
5 disconnected you in 1999?

6 A. Yes.

7 Q. And what month?

8 A. It would have been around in I
9 believe as I recall about February.

10 Q. And do you have service now?

11 A. Yes.

12 Q. When was your service reconnected?

13 A. In October I think 14th of 2000.

14 Q. So you had no phone service, this is
15 local phone service, it was disconnected
16 February '99?

17 A. Yes.

18 Q. So saying you had no phone service
19 from February '99 until October of 2000?

20 A. Right.

21 Q. Okay.

22 A. No. Then I had no long distance
23 service for two years, but I had, right, on the
24 residence phone, it was from '99 to 2000.

1 Q. Are you complaining with respect to
2 something on your long distance as relates to
3 Ameritech?

4 A. Yes. I am claiming that they
5 wrongfully charged me with something that I
6 didn't owe and shut my phone off. And I am
7 seeking from this Commission as where they had
8 no cause to shut my phone service off.

9 Q. Okay. And what do the wrongful
10 charges relate to?

11 A. Claiming that I owed money that I
12 didn't owe. Over billing, amount billed was
13 incorrect.

14 Q. Do you have any of your bills for
15 this time period?

16 A. I have got them all, but didn't
17 bring them. It's my understanding that they are
18 not claiming that there was anything owing on my
19 residential phone. That is why I didn't bring
20 them.

21 Q. When you say residential phone are
22 you talking about local phone service?

23 A. Yes. Right.

24 Q. Not long distance?

1 A. Right.

2 Q. Okay. And you are saying wrongfully
3 charged you. You are saying wrongfully charged
4 you for long distance service?

5 A. Yes.

6 Q. Billed you for that?

7 A. Right. And shut me off because I
8 didn't pay it.

9 Q. Shut off your local and your long
10 distance?

11 A. Yes.

12 Q. You are saying they shut both off in
13 February of '99?

14 A. No. One shut off about a year
15 before the other one was. Business.

16 Q. Do you know which was shut off
17 first?

18 A. Business shut off first.

19 Q. Business?

20 A. Yes. The business phone.

21 Q. I thought you said --

22 A. Long distance. I am sorry, the long
23 distance was shut off first, and then the
24 residential was shut off in '99.

1 Q. Okay. But reconnected now?

2 A. Connected now, yes.

3 Q. With both local and long distance?

4 A. Yes.

5 Q. Are you current in your bills?

6 A. Yes.

7 Q. Are you being billed by Ameritech
8 for long distance service?

9 A. No.

10 Q. When did that stop?

11 A. Oh, about three months after I got
12 the phone -- let's say got the phone in. About
13 January of 2000. I went with a phone company
14 that I pay direct and Ameritech doesn't collect
15 for them.

16 Q. So your basic claim is wrongfully
17 disconnected your long distance service in July
18 of '98 and wrongfully disconnected local service
19 in 1999?

20 A. Right.

21 Q. That is the extent of the complaint.
22 Okay. And you are saying wrongful because you
23 did not owe the money that they put on the bill?

24 A. Exactly.

1 Q. You have no bills with you?

2 A. No, not other than those couple
3 exhibits. Should have copies of the bill, but
4 don't have -- because it's my understanding now
5 that there never has been a claim from a long
6 distance company that I owed anything that I
7 didn't pay, that I was owing anything at the
8 time they billed me for it and shut the phone
9 off for not paying it. The long distance
10 companies showed that my account was zero
11 balance with them.

12 Q. Do you have anything, any written
13 documentation showing you had zero balance with
14 the long distance company?

15 A. Nothing other than they stopped
16 billing for it. Ameritech stopped trying to
17 collect it.

18 Q. But it was always on your bill?

19 A. It was on my bill, yes, up until it
20 was completely shut off.

21 Q. Right.

22 A. It was on my bill until completely
23 shut off.

24 EXAMINER FARKAS: Okay. Did you have

1 questions on cross?

2 MR. LINTON: I am afraid so.

3 EXAMINER FARKAS: Okay.

4 - - -

5 CROSS-EXAMINATION

6 By Mr. Linton:

7 Q. Mr. Cochran, first I have to ask
8 you, who are you making a complaint against here
9 today?

10 A. Making my complaint against
11 Ameritech Corporation which is a phone company
12 and it had been sometimes or part time under
13 Ameritech Ohio.

14 Q. Mr. Cochran, do you recall that I
15 filed an answer on behalf of Ohio Bell Telephone
16 Company doing business as Ameritech Ohio?

17 A. Yes, I do, sir, and I don't agree
18 with that. I think you were wrong and --

19 Q. You thought I was wrong because you
20 didn't sue Ohio Bell Telephone Company doing
21 business as Ameritech Ohio, you meant to sue the
22 company that was held by Mr. Notebaert,
23 Ameritech Corporation; correct?

24 A. Right.

1 MR. LINTON: Move to dismiss.

2 Q. Do you have a complaint against
3 Ameritech Ohio?

4 A. Yes. All one, Ameritech Ohio and
5 Ameritech Corporation, all one.

6 MR. LINTON: I shall proceed.

7 EXAMINER FARKAS: Okay.

8 Q. Mr. Cochran, you indicated that --

9 MR. LINTON: We have marked the
10 documents for purposes --

11 EXAMINER FARKAS: Well, indicated in
12 the record as we have gone through them that
13 they were Complainant's exhibits.

14 MR. LINTON: All right.

15 Q. Mr. Cochran, you indicated that the
16 document that is attached to your complaint and
17 marked Exhibit 1 shows that you were a customer
18 and your service from Ameritech was
19 disconnected; right?

20 A. Yes.

21 Q. But isn't it true that the service
22 that is shown in Exhibit 11 is a different phone
23 number, different account; correct?

24 A. No.

1 Q. No?

2 A. No. That is what this account
3 started out and then when I made -- reported to
4 the police station to get my number changed it
5 was changed then.

6 Q. Am I correct that the telephone
7 number shown in Exhibit 1 is 216-825-3703; is
8 that correct?

9 A. Would you repeat the question again?

10 Q. Do you have the complaint there,
11 sir?

12 A. Yes.

13 Q. It would help if you look at it.
14 Upper right corner of Exhibit 1 to your
15 complaint -- I will wait until you find it.

16 A. Yes, I have Exhibit 1 attached to
17 my complaint.

18 Q. Does that not show in the upper
19 right corner of that bill it was for account
20 216-825-3703?

21 A. Yes. That is the number that this
22 started out with and then got the police report
23 that I was receiving harassing calls and they
24 changed the phone number to the other phone

1 number.

2 Q. The answer is yes?

3 A. That is what it says on here, yes.

4 Q. Does that not show the customer is
5 Thomas T. Cochran?

6 A. That is what is on this bill, but
7 it's incorrect.

8 Q. Yes. I understand your position on
9 that, sir. So this document shows that the bill
10 is to Thomas T. Cochran; correct?

11 A. Yes.

12 Q. Thank you.

13 A. My point --

14 EXAMINER FARKAS: You can say --

15 Q. Say anything you want, sir.

16 A. Yes, but that is the number that
17 Ameritech promised me and told me that they will
18 change, and that the first name didn't mean
19 anything as long as it was -- last names were
20 the same, and that it was corrected.

21 Q. That is what you said.

22 A. Yes.

23 Q. Do you have any other evidence other
24 than your unsupported word?

1 A. No, sir.

2 Q. Exhibit 2 to the complaint is a bill
3 for June 1998.

4 A. Yes.

5 Q. That bill --

6 A. Incorrect bill.

7 Q. That bill also came to the attention
8 of Thomas T. Cochran; correct?

9 A. Still came all the way through up
10 until I got a new phone number. Just testified
11 to that a while ago, sir.

12 Q. In fact the next page that is marked
13 Exhibit A that follows this page that is marked
14 Plaintiff's Exhibit 2, two pages --

15 EXAMINER FARKAS: 3.

16 Q. I am sorry, thank you, sir, that is
17 in fact the face sheet of that bill, isn't it,
18 for July 15th of '98?

19 A. Yes. That shows -- yes.

20 Q. And the number on that account
21 330-825-6538.

22 A. Yes.

23 Q. And that is the service that was
24 toll blocked in May of 1998.

1 A. I believe so.

2 Q. That was the service that was
3 disconnected in February of 1999; isn't that
4 correct?

5 A. Yes. That was five years after
6 Thomas deceased.

7 Q. Yes, sir, absolutely. And that bill
8 is to Thomas T. Cochran?

9 A. Yes.

10 Q. And Plaintiff's Exhibit 4 to the
11 complaint, this letter that you referred to that
12 you made an exhibit to your complaint, letter
13 from Miss Bennett, you said that she was a
14 Hearing Examiner?

15 A. Hearing Officer, Appeals Hearing
16 Officer I believe would be more correct than
17 Examiner.

18 Q. That letter is addressed to Thomas
19 T. Cochran?

20 A. Yes. Sir, I will stipulate that
21 Thomas' name was on it all the way through, but
22 I was paying the bill, I was the customer. Tom
23 was no longer here and they knew that I was
24 paying the bills and accepted it.

1 Q. Mr. Cochran, looking at the next
2 page of your exhibit, receipt that you filled
3 out, shows account name in your handwriting and
4 Thomas Cochran.

5 A. Yes. I had to put the name on the
6 receipt that was on the bill in order to get
7 credit for it.

8 Q. Yes.

9 A. But if you will notice dates that
10 are much after Thomas passed away, sir.

11 Q. Yes, sir, absolutely. Direct your
12 attention to the third page of your complaint,
13 Exhibit 6, the application for universal service
14 assistance.

15 A. Yes.

16 Q. Does that not say that the telephone
17 service can be billed in my name?

18 A. That is correct because --

19 Q. Because there was no question
20 the bill was in Thomas' name?

21 A. Right, incorrectly, and told them it
22 could be in my name and they said -- well, not
23 supposed to say what they said. But --

24 Q. Well, go ahead. You have all along.

1 A. Well, made no difference whose name
2 it was in.

3 Q. Isn't it a fact that you contacted
4 the business office and told them that your
5 Social Security number was your dad's Social
6 Security number?

7 A. No, I did not.

8 EXAMINER FARKAS: His dad's Social
9 Security number?

10 MR. LINTON: Yes.

11 Q. It's my dad's Social Security number
12 is what you told them.

13 A. I did no such thing.

14 Q. Okay. When you filed the complaint
15 with the Office of Consumers' Counsel you filed
16 the complaint on behalf of Thomas Cochran?

17 A. Yes.

18 Q. When you filed the formal complaint
19 with the Public Utilities Commission you filed
20 it on behalf of Thomas Cochran; didn't you?

21 A. I had to file it in Tom's name
22 because they wouldn't take his name off of the
23 bill, and I had to show the actual name I was
24 complaining about, sir.

1 Q. Your service was disconnected for
2 non-payment in 1986; was it not?

3 A. I don't believe so, sir.

4 Q. You don't remember that lawsuit, Mr.
5 Cochran?

6 A. In '86?

7 Q. Yes, sir. You don't remember
8 the lawsuit?

9 A. I remember that lawsuit very well,
10 sir, but I thought it was after the phone
11 service was shut off.

12 Q. Your position at that time was that
13 you didn't own any money, wouldn't pay it;
14 right?

15 A. Right.

16 Q. Never paid it?

17 A. Right.

18 Q. In 1992 you filed a PUCO complaint
19 over billing; did you not?

20 A. 1972?

21 Q. 1992.

22 A. I object to that because that was
23 years ago. I object to this being brought to
24 this complaint.

1 Q. Well, I believe you said this
2 started in 1992 so I thought I would start in
3 '92. That complaint was dismissed?

4 A. Started in '92 because the phone was
5 installed in '92 that is in question here today.

6 EXAMINER FARKAS: I will let you
7 continue. Go ahead. Proceed.

8 Q. Yes, sir. Mr. Cochran, isn't it a
9 fact that you went to Ameritech in 1995 and said
10 you received harassing telephone calls, they
11 told you you had to file a police report before
12 they could trap and trace the calls?

13 A. Yes, before they could help me, yes.
14 I don't remember the exact words, but had to
15 have a police report.

16 Q. Okay. And didn't change your
17 number; did you?

18 A. Didn't change but the phone company
19 did.

20 Q. Isn't it a fact that the 3703
21 account went final with an unpaid balance?

22 A. No.

23 Q. Didn't you attach to your complaint
24 a letter that says Thomas owes money on that

1 account?

2 A. No. And --

3 Q. You didn't attach --

4 A. Object unless you show me a bill,
5 Mr. Linton. If you have got a bill, if you have
6 a bill please show it to me.

7 Q. I was referring to your attachments
8 to the complaint.

9 A. I would like to know the day, month
10 and year that you are referring to.

11 Q. Referring to your Exhibit 2 to the
12 complaint, sir.

13 A. Well, that has nothing to do with
14 the '82 complaint, sir.

15 Q. Didn't say '82, sir, I said isn't it
16 true that that account on that business
17 telephone line that you said was in effect in
18 1995, that went final in 1995 in the name of
19 Thomas Cochran with a balance of 101.53?

20 A. No, no.

21 Q. Would you expect us to make you pay
22 amounts due on Thomas T. Cochran's billing?

23 A. Well, you do all the time, sir, and
24 I refused to pay the long distance that I didn't

1 owe and the company disconnected me altogether.
2 Ameritech was in the driver's seat, they had the
3 phone service, they had the phone numbers.

4 When I sent the check in or money
5 order or paid it at the place where I paid
6 the bill that went to Ameritech and went under
7 one account number.

8 And frankly I accused them of not
9 turning over what money they should have to the
10 company that they collected it for.

11 Q. So is there an answer in there
12 somewhere?

13 A. Like I have --

14 EXAMINER FARKAS: You will have an
15 opportunity to cross-examine the witness if you
16 want.

17 Q. Isn't it a fact, Mr. Cochran, that
18 that account went final in the name Thomas T.
19 Cochran in 1995?

20 A. I do not know what you mean by
21 final, went final.

22 Q. I am sorry. Right, that is jargon.
23 Isn't it true that that service was disconnected
24 and there was a final bill to Thomas T. Cochran

1 with money owing?

2 A. No. Because your own client's
3 letter of Mrs. Bennett does not verify that in
4 being -- that shows that account did not go up.

5 Q. Isn't that letter about 825-6538?

6 A. That letter was based on what Miss
7 Bennett got from the phone company computer.

8 Q. Sir, isn't Miss Bennett's letter
9 about 825-6538?

10 A. That was the one changed to that
11 number when I got the police report.

12 Q. I see.

13 A. And that does not have anything to
14 do with 101 owing for a residential phone.

15 Q. I see. But this was a bill for
16 the business service that was attached to
17 the complaint?

18 A. I don't know what that was for.

19 Q. Well, it says Ameritech business
20 services.

21 EXAMINER FARKAS: Which bill are you
22 referring to?

23 MR. LINTON: I am sorry, sir.
24 Plaintiff's Exhibit 1 for purposes of

1 identification. Small business summary services
2 billing summary, 216-825-3703. Thomas T.
3 Cochran.

4 EXAMINER FARKAS: Okay.

5 Q. Let me ask you this, Mr --

6 A. Look.

7 Q. Withdraw the question. Let me ask
8 you this. Did you not bring any records with
9 you here today?

10 A. Didn't bring any phone bills because
11 I didn't know you were going to dispute any of
12 them. Because to my knowledge not claiming
13 anything due from me for residential service for
14 either one of these phone numbers.

15 Q. You claim that the bills were
16 inaccurate; correct?

17 A. No. I do not claim they are
18 accurate.

19 Q. I am sorry. I thought I said
20 inaccurate. If I said accurate I am sorry. You
21 claim the bills are not correct?

22 A. Exactly. I do claim that.

23 Q. You claim that you paid certain
24 amounts?

1 A. Yes.

2 Q. But you didn't bring bills and you
3 brought no proof of payment. You don't have one
4 receipt attached to the complaint.

5 A. Well, yes, but I think if you check
6 your own records, sir, of the date that that
7 last receipt and last exhibit and I think if you
8 check that date against your own records that
9 will show there was no more owing.

10 Q. Would you rely on our records then?

11 A. No, I will not rely on your records
12 at all.

13 Q. Why didn't you bring your records
14 then if our records can't be relied upon?

15 A. Well, you had not raised it and
16 didn't think I had to prove something that
17 wasn't at issue.

18 Q. I see.

19 A. I have them, I can supply them to
20 you if it's not too late. And I would like to
21 say something else if I may too.

22 EXAMINER FARKAS: Well --

23 THE WITNESS: If it the proper time
24 or not.

1 EXAMINER FARKAS: No.

2 Q. Okay. Just so we are clear on
3 the record, you didn't bring bills or receipts
4 of payment?

5 A. Only the one last paid, final bill.

6 EXAMINER FARKAS: Okay.

7 Q. Isn't it a fact, Mr. Cochran, that
8 in the police report in 1995 you already were
9 claiming your telephone number was 825-6538?

10 A. No. No, sir, that is not true
11 because I didn't get the new number until four
12 to six weeks after. Didn't get that new number
13 until four to six weeks after the police report
14 was made and sent it into the phone company and
15 then somewhere around three, five, six weeks
16 later got the number changed.

17 Q. Mr. Cochran, don't assume that
18 everything I say must be wrong. Would you look
19 at the piece of paper and see what phone number
20 you gave the police? It's right there.
21 825-6538, victim's phone number.

22 A. Yes, when it was changed, changed to
23 another number.

24 Q. Mr. Cochran, this is the last

1 number you had?

2 A. No, no, couldn't be.

3 Q. Is that the number you put on the
4 police report?

5 A. No.

6 EXAMINER FARKAS: What is listed?

7 A. It might be the number put on the
8 police report, but that is the number that got
9 changed from the business to residence and
10 wasn't changed until the police report went in
11 about two or three weeks or something after that
12 then came and changed.

13 EXAMINER FARKAS: The number you
14 put on the police report is 825-6538; is that
15 correct?

16 THE WITNESS: I don't remember.

17 EXAMINER FARKAS: Well, whatever is
18 on there. I have the police report and it has
19 victim's number 825-6538.

20 THE WITNESS: That was my number at
21 the time, yes.

22 Q. This was the number in 1988 that you
23 applied for universal service assistance and
24 that was the number when you filled out this

1 receipt under protest in 1988. Mr. Cochran, is
2 that your handwriting filling this out?

3 A. Yes. Okay.

4 Q. Then can't we agree that 825-6538
5 was not the number that you got weeks after you
6 filed this police report, but the number you
7 already had at the time you filed the police
8 report in 1985. Isn't that simply the truth?

9 EXAMINER FARKAS: '85?

10 MR. LINTON: '95.

11 EXAMINER FARKAS: '95.

12 Q. Is that true, Mr. Cochran?

13 A. Yes. If I can have a minute here.
14 Yes. Well, I got the number after the police
15 report was filled out and sent in. And I don't
16 know if that's the number you are referring to
17 or not, sir.

18 EXAMINER FARKAS: Just for the
19 record, do we have a time line on what numbers
20 were --

21 MR. LINTON: Well, he raised matters
22 here that aren't alluded to anywhere in the
23 complaint, but we brought records about toll
24 blocked May of '98 and disconnected in February

1 of '99. We brought records about that service.

2 EXAMINER FARKAS: Okay.

3 MR. LINTON: That, as far as our
4 record shows, that number was 825-6538, that is
5 going back at least as far as back as '95.

6 EXAMINER FARKAS: Okay. You can
7 proceed.

8 MR. LINTON: I have no other
9 questions for the witness at this time, sir.

10 EXAMINER FARKAS: Okay.

11 MR. COCHRAN: Can I ask Mr. Linton
12 questions?

13 EXAMINER FARKAS: Well, he is not a
14 witness. Do you have anything else you want to
15 present at this time?

16 MR. COCHRAN: Yes. One thing, one
17 other thing that comes to mind that Mr. Linton
18 went back to prior to 1989 and says that I owed
19 numerous amounts of money, and I do not agree
20 that I owed it. And dispute that I owe it,
21 number one.

22 And number two, if I did on a bill
23 in '92 or in '89 he could have sued me for his
24 bill. And even after I find out that his claim

1 that I -- after they find out that Thomas passed
2 away he could have filed suit against me for
3 fraud or for cheating the phone company if he
4 thought I did. But didn't file a claim against
5 me.

6 This exhibit here, he claims that I
7 owe large sums of money and that is why he held
8 my phone off, would not turn it back on.

9 And my Exhibit 5 is a letter from
10 him stating a whole bunch of bills that he
11 claims I owe. Then at a previous hearing here
12 in this building Mr. Linton admitted that those
13 bills was prior to 1989.

14 And my argument then was that he has
15 -- he left the statute of limitations run. He
16 admitted that the phone contract was not in
17 writing, and contract not in writing statute of
18 limitations is six years on it.

19 Mr. Linton is going back 12,
20 charging me for owing 12 years ago. That is why
21 the main reason that held my phone off, wouldn't
22 turn it back on after I produced this one
23 receipt of \$31, \$34.61 or whatever it was.

24 He still wouldn't turn my phone back

1 on. And wouldn't let me make application for
2 another phone. Even after I pled on 2-4 of
3 2000, I pleaded with him turn my phone back on,
4 and that was all I owed, and he said no, I have
5 to pay this other amount that he had on this
6 letter he sent me with large amounts of money
7 and claimed that account was prior to 1989,
8 which would have been more than nine years.

9 Exhibit 5, sent me the letter
10 demanding that I pay all of that. And that was
11 more than -- well, from this was in -- in 2000.
12 Then we go down here the last time and after I
13 file this complaint here he still raised this of
14 August 4th of 1999 and set out numerous bills
15 and he didn't have no dates, but admitted that
16 those bills were more than -- was prior to the
17 alleged -- claimed that the bills were prior to
18 1989 which make them about 9, 10 years old.

19 And I argued that if he was claiming
20 those bills the Commission should not allow him
21 to do it because the statute of limitations has
22 ran on it.

23 EXAMINER FARKAS: Are these
24 discussions you had in a settlement conference?

ARMSTRONG & OKEY, INC., Columbus, Ohio (614)224-9481

1 MR. COCHRAN: Just what the facts
2 were I thought.

3 MR. LINTON: Exhibit 5 is a
4 settlement offer.

5 EXAMINER FARKAS: Yes. I was going
6 to point that out. Exhibit 5 is a letter from
7 Mr. Linton regarding settlement discussions; is
8 that correct?

9 MR. COCHRAN: No, I don't think so.
10 It was -- well, suppose it could be
11 considered -- want me to pay -- demanded that I
12 pay it which settled, I suppose it would be
13 settlement in that respect.

14 EXAMINER FARKAS: All right. Do
15 you want to put on a witness? Let's take a
16 recess for 10 minutes.

17 (Recess taken.)

18 EXAMINER FARKAS: Back on the
19 record. You may proceed.

20 MR. LINTON: Yes. I would like to
21 call Miss Bennett as a witness.

22 (Witness sworn.)

23 - - -

24 BETTY BENNETT

1 called as a witness on behalf of the Respondent,
2 being first duly sworn, testified as follows:

3 DIRECT EXAMINATION

4 By Mr. Linton:

5 Q. Your name is Betty J. Bennett?

6 A. Yes.

7 Q. And you work for Ameritech?

8 A. Yes.

9 Q. Okay. And did there come a time
10 when you became involved in account 825-6538 for
11 service at 3720 Alberta Drive, Barberton, Ohio?

12 A. Yes.

13 Q. And how did you come to be involved
14 in that account?

15 A. We received a complaint from the
16 Ohio Consumers' Counsel office.

17 Q. And on whose account was that
18 complaint?

19 A. Thomas Cochran.

20 Q. And did you review the Ameritech
21 records on that account?

22 A. Yes.

23 Q. And was it your understanding that
24 customer disputed billing on that account?

1 A. Yes, it was.

2 Q. Okay.

3 (EXHIBIT HEREBY MARKED FOR
4 IDENTIFICATION PURPOSES.)

5 Q. Showing you what is marked for
6 purposes of identification as Respondent's
7 Exhibit 10. There is also a sticker in the
8 lower right corner which identified it as
9 Plaintiff's Exhibit 4. Do you recognize that
10 document?

11 A. Yes.

12 Q. And what is that document?

13 A. Letter addressed to Thomas Cochran
14 regarding his Ameritech services.

15 Q. And am I correct this seems to be an
16 analysis of his billing?

17 A. Right. There was some questions
18 about wanting some itemization what was owed on
19 the account, so I went back as far as possible
20 in the Ameritech records and compiled
21 the information. I believe the oldest bill was
22 September '97.

23 Q. Showing you what is marked for
24 purposes of identification --

1 EXAMINER FARKAS: Can I just ask a
2 question? On the Exhibit 10, Respondent's
3 Exhibit 10, can you indicate for the record for
4 each of the bills, for instance, the September
5 '97 has previous balance column then next
6 payment column. And the previous balance would
7 be what he owed at that point in time, what the
8 records showed?

9 THE WITNESS: Yes.

10 EXAMINER FARKAS: Okay. Then it
11 shows that payment was made \$27.32.

12 THE WITNESS: Yes.

13 EXAMINER FARKAS: And then there
14 are other columns. Can you identify what those
15 other columns are?

16 THE WITNESS: AIT stands for
17 Ameritech.

18 EXAMINER FARKAS: So 29.59 is what?

19 THE WITNESS: Ameritech local
20 charges.

21 EXAMINER FARKAS: Local charges.

22 THE WITNESS: The next column, UTC
23 is Sprint. The next --

24 EXAMINER FARKAS: I take it nothing

1 listed, that would indicate there were no
2 charges for that month?

3 THE WITNESS: Correct. IGT is
4 Integratel. It's a reseller of long distance
5 service. TDG I can't recall. That is another
6 reseller of long distance service.

7 VRT was Vera Tech, another reseller.
8 And MCI.

9 EXAMINER FARKAS: All resellers
10 except UTC? Well, including UTC, all resellers
11 of long distance?

12 THE WITNESS: That's right.

13 EXAMINER FARKAS: Okay. And then
14 balance on the last column takes the previous
15 balance of 219.41 and then subtracts out the
16 payment and adds back in Ameritech charges?

17 THE WITNESS: Correct.

18 EXAMINER FARKAS: Thank you.

19 (EXHIBIT HEREBY MARKED FOR
20 IDENTIFICATION PURPOSES.)

21 Q. Showing you about is marked for
22 identification as Respondent's Exhibit 5. This
23 one right here. Do you recognize what that
24 document is?

1 A. Yes.

2 Q. What is it?

3 A. Ameritech bill.

4 Q. Okay. And for the record what is
5 the account that bill is on?

6 A. Account No. 330 825-6538 4753.

7 Q. Okay. And it appears that it says
8 October 17th, 1998.

9 A. Due date, yes.

10 Q. Is that, looking at that document,
11 several pages, is that a typical bill that would
12 be seen back at that time?

13 A. Yes.

14 Q. Okay. And I notice this third page
15 of Respondent's Exhibit 5 is a detail of
16 payments and adjustments.

17 A. Yes.

18 Q. And is that what typically appeared
19 on a bill with a breakout of long distance
20 charges?

21 A. Yes.

22 Q. So it wouldn't be surprising to find
23 such a breakout on a bill on this account?

24 A. No.

1 Q. Now, going back to what was marked
2 as Respondent's Exhibit 10, your letter of July
3 14th, 1998, why did you write a letter to Thomas
4 T. Cochran?

5 A. I have the original complaint that
6 came in, customer had several concerns about his
7 Ameritech account. And we were trying to
8 address all concerns by this letter.

9 (EXHIBIT HEREBY MARKED FOR
10 IDENTIFICATION PURPOSES.)

11 Q. Okay. Let me direct your attention
12 to what has been marked for purpose of
13 identification as Respondent's Exhibit 1. Is
14 that the document you were in fact given to
15 reflect a customer complaint?

16 A. Yes, it was.

17 Q. Okay. And your effort was an effort
18 to respond to these concerns that were expressed
19 here?

20 A. Yes.

21 Q. In reviewing the payment history for
22 this account did you find any indication of
23 payments that had not been posted?

24 A. That had not --

1 Q. Not posted.

2 A. No.

3 Q. Okay. Did you find any error or
4 irregularity in the bill as determined from
5 examining the records at that time?

6 A. No, I did not.

7 EXAMINER FARKAS: Can I ask a
8 question? You say you found no history of
9 non-payment?

10 THE WITNESS: I said payment not
11 being posted.

12 EXAMINER FARKAS: What does that
13 mean?

14 THE WITNESS: Well --

15 EXAMINER FARKAS: He made a payment
16 that he did not get credit for?

17 THE WITNESS: Payment was in
18 dispute, something noted on the account saying
19 paid, customer investigations, customer claims
20 made payment and not posted. There was no --

21 EXAMINER FARKAS: Okay. Thank you.

22 Q. Now, I notice again, direct your
23 attention to Respondent's Exhibit 10, that you
24 indicated that the account had been toll

1 restricted since May 23, 1998.

2 A. Yes.

3 Q. And that was determined from your
4 investigation?

5 A. Yes.

6 Q. And why did you choose a letter as a
7 form of communication to Mr. Cochran?

8 A. The service had been temporarily
9 disconnected, there is no other way to reach the
10 customer.

11 Q. Why had it be temporarily
12 disconnected in July of '98?

13 A. Non-payment of local charges.

14 EXAMINER FARKAS: Sorry. Local
15 service disconnected for non-payment of local
16 charges?

17 THE WITNESS: Yes.

18 EXAMINER FARKAS: Thank you.

19 Q. And in reviewing the records is
20 there any record concerning whether or not
21 the customer had been given a notice that his
22 service was being disconnected for non-payment
23 of local charges?

24 A. Just what you have given me?

1 Q. No. In the records that you
2 reviewed is there any record of the fact there
3 was a notice given to the customer that service
4 would be disconnected?

5 A. Yes.

6 Q. Could you find that document,
7 please, or documents?

8 A. Note dated June 12th, 1998.

9 Q. Hold on one moment. Let's get that
10 before us.

11 (EXHIBIT HEREBY MARKED FOR
12 IDENTIFICATION PURPOSES.)

13 Q. I believe you are referring to one
14 of the pages in this bundle marked Respondent's
15 Exhibit 9 for purpose of identification which
16 you called a note.

17 A. Yes.

18 Q. Sometimes called a business office
19 note?

20 A. Yes, it is.

21 Q. Okay. And does that -- so he was
22 given notice?

23 A. It says June 12 standard denial
24 notice was mailed.

1 Q. What is a standard denial notice?

2 EXAMINER FARKAS: Where does it say
3 that?

4 MR. LINTON: Let's find which page
5 this is. It is the next from the last page of
6 what is marked as Respondent's Exhibit 9.
7 Referring to 6-12 in the middle of the page.

8 EXAMINER FARKAS: Okay. Again
9 explain that. What is noted here is TRT.

10 MR. LINTON: I am sorry. Right here
11 (indicating), Mr. Cochran.

12 Q. What does STDN stand for?

13 A. Standard denial notice.

14 Q. How would that be sent?

15 A. U. S. Mail.

16 Q. Okay. And your letter says,
17 document says, in order to restore your account
18 a minimum payment of \$42.97 is needed by July
19 27th, 1998. Does that refer to restoration of
20 long distance service?

21 A. No. That is just to restore local
22 service.

23 Q. Dial tone?

24 A. Dial done.

1 EXAMINER FARKAS: Do you have a
2 copy of the denial notice itself?

3 THE WITNESS: No.

4 EXAMINER FARKAS: You have a record
5 that shows that you sent the denial notice?

6 THE WITNESS: Yes.

7 MR. LINTON: Off the record a
8 second?

9 EXAMINER FARKAS: Yes.

10 (Discussion off the record.)

11 (EXHIBIT HEREBY MARKED FOR
12 IDENTIFICATION PURPOSES.)

13 Q. Miss Bennett, referring to what has
14 been marked as Respondent's Exhibit 16, is
15 there any information in there about
16 notification of disconnect of this account in
17 the middle of 1998?

18 A. Yes. Treatment history has an
19 indicator of an 8 which means notice went out
20 service was disconnected for that account.

21 MR. COCHRAN: Your Honor, if I may
22 object to this line of testimony on the grounds
23 that there is no complaint being made for
24 additional money that has not already been

1 paid. There is nothing claimed by Ameritech
2 that there is anything owing on that account.

3 MR. LINTON: That statement is
4 incorrect as far as the facts that are reflected
5 in all the pleadings in the court case and this
6 case. There are unpaid amounts and I do not
7 agree that amounts are not owing at the time.

8 EXAMINER FARKAS: I am --

9 MR. COCHRAN: Yes, Your Honor, there
10 were no claimed, to my knowledge, that there is
11 anything owing for the residence service, or the
12 other one.

13 EXAMINER FARKAS: You are saying
14 now?

15 MR. COCHRAN: Yes.

16 EXAMINER FARKAS: I think at this
17 time there is a difference of opinion between
18 you and Ameritech as what was owed and what
19 wasn't owed; is that correct?

20 MR. COCHRAN: Yes.

21 EXAMINER FARKAS: Okay. So I will
22 allow him to continue.

23 MR. COCHRAN: All right.

24 Q. Just looking generally at the packet

1 labeled Exhibit 9, I think we agreed called
2 business office notes. Are those routinely kept
3 by Ameritech?

4 A. Yes.

5 Q. And who prepares those notes?

6 A. Usually the business office service
7 representative speaking to the customer.

8 Q. And when would they prepare them?

9 A. At the time they are speaking with
10 the customer or as soon as they finish the
11 conversation.

12 Q. Okay.

13 MR. COCHRAN: Object, Your Honor,
14 because nobody from the business office is here
15 who prepared them.

16 EXAMINER FARKAS: Is the record kept
17 in the normal course of business?

18 MR. LINTON: Yes. That is what I
19 just said.

20 EXAMINER FARKAS: Okay.

21 MR. LINTON: At least in my own
22 stumbling way.

23 EXAMINER FARKAS: Just for the
24 record.

1 MR. LINTON: Thank you, sir.

2 Q. Referring to the first page of
3 Respondent's Exhibit 9, is there a notation
4 there regarding a conversation with the customer
5 about the Social Security number on the account?

6 A. Yes.

7 Q. What does that note say?

8 A. Dated October 7th, it says caller
9 was Thomas verifying Social Security number
10 changed to Thomas' Social Security number. Says
11 was probably dad's before and add pay per use
12 block.

13 Q. Can you determine what year that
14 conversation took place?

15 A. '98. October 1998.

16 Q. From reviewing the records there
17 any final unpaid bills on those two accounts?

18 A. Yes.

19 Q. And was at least one of the accounts
20 in the name of Virgil Cochran?

21 A. Yes.

22 Q. Did Mr. Virgil Cochran ever make
23 arrangements on the account that we are here
24 about today, 825-6538?

1 A. Yes. There were payment
2 arrangements made.

3 Q. And what are, for purposes of
4 the record, what are payment arrangements?

5 A. The customer agrees to pay a certain
6 amount of money on a specific date at a specific
7 location or method of payment.

8 Q. May this be an arrangement for
9 payment of a past bill in installments?

10 A. Yes.

11 Q. And did Mr. Cochran keep those
12 payment arrangements on that account?

13 A. No.

14 Q. Did he pay anything on that account?

15 A. Yes. There were payments made.

16 Q. But he did not pay the amount he
17 agreed to pay?

18 A. Correct.

19 Q. Does he still owe unpaid final bills
20 to Ameritech?

21 A. Yes. Under both names, final bills
22 under both Virgil and Thomas.

23 MR. LINTON: I have no other
24 questions for the witness at this time.

1 EXAMINER FARKAS: Okay. Did you
2 have questions?

3 MR. COCHRAN: May I stand up
4 please?

5 EXAMINER FARKAS: Sure.

6 - - -

7 CROSS-EXAMINATION

8 By Mr. Cochran:

9 Q. Miss Bennett, just a few questions,
10 please. All of these exhibits that you have
11 supplied to Mr. Linton, did you prepare any of
12 them other than that one letter?

13 A. Yes.

14 Q. Take, for example -- where do you
15 work at the phone company?

16 A. Today?

17 Q. At that time.

18 A. At that time, what was called
19 Executive Appeals Office.

20 Q. All right. Now, what does the
21 duties of the Executive Appeals Office employees
22 consist of? What is the daily routine?

23 A. To respond to complaints that come
24 in from the Ohio Consumers' Counsel, Public

1 Utilities Commission, or President's office.

2 Q. All right. Now, you get bills from
3 the business office did I understand you to say?

4 A. We have access to the computer
5 ourselves.

6 Q. So you go and search the computer
7 and take records from the computer?

8 A. Yes.

9 Q. All right. Now, did you put all
10 records on the computer that is on it, or did
11 other employees put records on that?

12 A. Various employees.

13 Q. All right. Now, do you know whether
14 or not any of the various different employees
15 made errors or any mistakes when they primed
16 the computer or was it fed right -- if that is
17 the right word, primed, or whether it was
18 mistakes made by the person that was running the
19 computer? Do you know if --

20 A. Do I know of any?

21 Q. Yes.

22 A. No, I do not.

23 Q. Well, is it possible that it could
24 have happened?

1 A. It is entered by humans so it's
2 possible.

3 Q. So it's possible that -- you can't
4 be 100 percent sure of those bills that there is
5 not an error in them or not a mistake made by
6 the various different employees, maybe even
7 mistake, inadvertently or whatever?

8 A. Well, referring to the notes or
9 actual printing of the bill?

10 Q. Both. What you get the printing of
11 the computer from, that is taken from various
12 records that had been fed into it; has it not?

13 A. Not for billing. The notes are
14 various records.

15 Q. Well, the notes, all right. From
16 various different people and you can't testify
17 for certain that those notes put in the computer
18 are all correct; can you?

19 A. Not notes, no, I can't.

20 Q. Now, have you had on the account a
21 chance to check the account recently as to
22 whether or not there are any or there was any
23 bills owing on that account by either Virgil or
24 Tom Cochran at the time that that last payment

1 was made of \$35.61 or whatever it was? Has
2 there been anymore payments made since then? Do
3 you know?

4 A. Not to my knowledge.

5 Q. Okay. But they could have been made
6 and haven't had a chance to be picked up in your
7 routine of doing your job?

8 A. I don't have access to those records
9 any longer.

10 Q. Then you don't know if there is an
11 outstanding balance on that account; do you?

12 A. Well, as of --

13 Q. Okay.

14 A. The date of July '99 I know for
15 certain there was an outstanding balance.

16 EXAMINER FARKAS: Where are you
17 reading from?

18 THE WITNESS: From an e-mail.

19 EXAMINER FARKAS: That in the
20 exhibit?

21 THE WITNESS: No.

22 MR. LINTON: I didn't mark
23 everything she brought.

24 EXAMINER FARKAS: All right.

1 A. Go ahead.

2 Q. Ma'am, can I ask you, after the date
3 of when there was \$35.61 paid as in Exhibit 8 to
4 the complaint, do you know if that cleared the
5 whole account for that phone number 825-6538?
6 Do you know if that cleared the account for all
7 owing, that final payment, that cleared that
8 account?

9 A. You mean paid to zero balance?

10 Q. Yes.

11 A. No, I do not know that paid zero
12 balance.

13 MR. COCHRAN: Okay. I think that is
14 all. Thank you, ma'am.

15 EXAMINER FARKAS: I have a few
16 questions for you.

17 - - -

18 EXAMINATION

19 By Examiner Farkas:

20 Q. Mr. Cochran claims that his long
21 distance service was disconnected in February or
22 July of '98.

23 A. His --

24 Q. Long distance was disconnected,

1 which may mean toll blocked at that time. Do
2 you remember?

3 A. We show the toll block went on in
4 May of '98, May 23, 1998.

5 MR. LINTON: If it may please the
6 Commission, alleged in the complaint and
7 admitted by the Company.

8 Q. And when you look at your Exhibit
9 10 it shows that at that time, May of '98, he
10 had -- there was a balance on this account of
11 \$449.34 and a payment was made of \$15.30.

12 A. Yes.

13 Q. Okay. And the amount of toll
14 charges at that time were \$26.96.

15 A. For the current month, yes.

16 Q. Right. Why did Ameritech disconnect
17 Mr. Cochran or toll block Mr. Cochran at this
18 point in time when it looks as though he was
19 making payments other than October of '97 and
20 March of '98 there are payments coming in? What
21 led Ameritech to the decision to disconnect or
22 toll block?

23 A. Well, Thomas was past due on the
24 toll charges.

1 Q. Can I --

2 A. Which was a majority of the bill.

3 Q. Well, this account had a substantial
4 balance due in September of '97. And, I mean,
5 what is the policy of Ameritech to toll block
6 something? What has to happen, what change in
7 events that was leading Ameritech to that
8 decision?

9 A. Well, there is what we call
10 non-denial letters which are letters which
11 advise the customer of the toll restriction if
12 past due long distance charges aren't paid. And
13 also goes on to say if they dispute the charges
14 what they can do to final recourse.

15 Q. Do you have evidence to show that
16 letter was sent?

17 A. Yes, I am sure it's here. It will
18 take just me a minute to find it.

19 Q. Okay.

20 A. It was in the entry on that last
21 page of the same --

22 MR. LINTON: 9.

23 A. 9. Up from the bottom you will see
24 the date of May the 22, and you will see ND

1 which stands for non-denial and date of May 4th.
2 Then you will see verification call was made at
3 11:36 A.M. and message was left with the
4 answering machine.

5 At that time they were advising that
6 toll restriction was put on the account until
7 the balance was paid in full.

8 Q. This was in '98?

9 A. Yes.

10 Q. Okay. Does a letter also accompany
11 that? Just call and leaving a message if no one
12 answers?

13 A. Letter actually sent on the 4th.
14 This says 5-4 so this was verification call
15 following up the letter of May 4th.

16 Q. So that indicates a letter was sent?

17 A. Yes.

18 Q. Okay. Then Mr. Cochran indicated
19 that his local service was disconnected in
20 February of '99. And do you have a, other than
21 the letter that you have, the Exhibit 10, do you
22 have a payment history at all from June of -- or
23 July of '98 going forward?

24 A. From July going forward?

1 Q. Yes.

2 A. One payment on August 14th for \$23.

3 Q. Wait a minute. August 14th?

4 A. 1998.

5 Q. '98. Of how much?

6 A. \$23.

7 Q. Do you have any other payments?

8 A. I am looking at the September bill.

9 It shows we made adjustments, but no payment.
10 October bill showing no payments. November bill
11 no payments. And December bill no payments.
12 So we have notes through it looks like March 4th
13 '99, no payments noted.

14 Q. Through March 4th of '99. Okay.
15 And so from August of '98 through March of '99
16 Mr. Cochran's records -- well, I am sorry. From
17 September of '98 through March of '99 your
18 records show no payments were received on behalf
19 of the account of Mr. Cochran?

20 A. Yes

21 MR. LINTON: Well, not quite. No
22 payments received on the account of Thomas
23 Cochran. It's our position Mr. Virgil Cochran
24 didn't have an account with us at that time.

1 EXAMINER FARKAS: Let's say account
2 No. 825-6538.

3 MR. LINTON: Thank you.

4 Q. Okay. And Ameritech disconnected
5 the local service for account 825-6538 in
6 February of '99; is that --

7 A. That was a complete disconnect.

8 Q. Complete disconnect?

9 A. Yes. That wasn't for non-payment.

10 Q. Why was that disconnected then?

11 A. That was for -- it as February '99
12 was for fraud.

13 MR. COCHRAN: Mr. Attorney Examiner,
14 I think that period of time no payments made was
15 during the time the phone was shut off.

16 EXAMINER FARKAS: Well, I appreciate
17 your take on that. I mean, you have indicated
18 that the long distance service was toll blocked
19 in July of '98, and your local service was
20 disconnected in '99. And those payments or lack
21 thereof from September of '98 until March of
22 '99.

23 A. I think --

24 MR. COCHRAN: That is the period of

1 time the block was on it. Couldn't be used, it
2 was blocked before it was finally disconnected.

3 EXAMINER FARKAS: Your local
4 service was blocked?

5 MR. COCHRAN: Yes.

6 EXAMINER FARKAS: Was your local
7 service blocked September or August of '98 up
8 through February of '99? Or disconnected I
9 guess would be better.

10 MR. COCHRAN: Disconnected on July 2.

11 THE WITNESS: His service was
12 restored when he made the \$42.97 payment.

13 Q. Wait a minute. July of what year?

14 A. '98. Service was restored July 21,
15 1998.

16 Q. When was it disconnected in '98, or
17 was it?

18 A. July 2nd.

19 Q. July 2nd of '98 disconnected local
20 service?

21 A. Yes.

22 Q. And you say reconnected it on what
23 date?

24 A. July 21.

1 Q. You pointed out on Exhibit 9 where
2 there is a notation of the fact that he paid --

3 MR. LINTON: 10.

4 A. It was the third page and it shows
5 July 21, '98.

6 MR. LINTON: This is the third page
7 from the rear of Exhibit 9 at the top.

8 THE WITNESS: Yes. July 21 and see
9 \$42.97. That says cash. Then right after that
10 you will see it says RST which is restore to
11 service.

12 MR. LINTON: Wait a minute.

13 EXAMINER FARKAS: I see it. Okay.

14 MR. LINTON: Righthand column.

15 Q. Now, but again from July of '98
16 through March of '99 he had service then?

17 A. Yes.

18 Q. He had local service?

19 A. Yes.

20 Q. Still toll blocked?

21 A. Yes.

22 Q. But Ameritech did not receive
23 payments on that account?

24 A. Well, got one in August 14th, \$23.

1 Q. Other than that one --

2 A. We did not.

3 Q. Now, going back to the -- now, after
4 the -- when Ameritech reconnected him July of
5 '98, when did you disconnect local service
6 again?

7 A. February 2nd, '99.

8 Q. Was service ever reconnected on that
9 account number after February 2nd, '99?

10 A. Not to my knowledge.

11 Q. Now, going back to the July 2nd, '98
12 disconnect of his local service, why did
13 Ameritech disconnect Mr. Cochran's local service
14 on --

15 A. That disconnect was for non-payment
16 of local charges.

17 Q. Just a second. Now, there were
18 payments made from April '98 and May '98 and
19 June '98 based on your Exhibit 10. Is that
20 correct?

21 A. Yes, there were payments made, but
22 look at the payment amount and Ameritech charge
23 amount. It wasn't covering the local service
24 portion of the bill.

1 Q. Okay. Now, was there some notice
2 to the account number that local service was
3 going to be disconnected because there wasn't
4 full payment?

5 A. There was a disconnect notice sent
6 on June 12th.

7 MR. LINTON: Referring to Exhibit 9
8 again.

9 Q. Okay. Now, at one point in my
10 questioning you said you disconnected service on
11 that account because of fraud. Can you explain
12 the circumstances of that?

13 A. That was February 2, '99 and
14 the notation says disconnect, reason fraud.

15 Q. What are you referring to there?

16 A. At that time I believe we had
17 knowledge to know that the billed name was
18 deceased.

19 Q. So you said you disconnected local
20 service in February of '99 not for non-payment?

21 A. Correct.

22 Q. Okay. Even though there were no
23 payments made during the five previous months?

24 A. Yes.

1 Q. Why didn't Ameritech just disconnect
2 the service because there was no payment? If
3 you know.

4 MR. LINTON: I do.

5 MR. COCHRAN: Object to him
6 testifying.

7 EXAMINER FARKAS: Well --

8 MR. LINTON: If you want to swear me
9 in I will testify.

10 MR. COCHRAN: I am sure you will.

11 MR. LINTON: Just on that, Mr.
12 Cochran.

13 Q. Well, I guess we can leave it at
14 Ameritech's position was there was -- you
15 believed there was fraud involved in this
16 account; is that correct? That is the reason
17 why Ameritech made the decision to disconnect
18 service?

19 A. On February 2.

20 Q. On February 2.

21 A. Wasn't disconnected prior to that
22 though because the account was being held by
23 the Executive Office, so regular business office
24 or regular collection treatment on the account

1 was temporarily suspended.

2 Q. And is that the policy of Ameritech
3 that they don't disconnect when there is a
4 billing dispute?

5 A. Yes.

6 Q. Was there a billing dispute in March
7 of '99 or February '99?

8 A. It wasn't disconnected for billing.

9 Q. Right. Do you know who made the
10 decision to disconnect the local service
11 February 2 of '99?

12 A. I believe the order was issued by
13 our Executive Office out of Indianapolis.

14 Q. Do you know, was there still
15 disagreement on the billing in the Executive
16 Office at that time?

17 A. As of February?

18 Q. Yes.

19 MR. LINTON: As to toll or local
20 service?

21 Q. Local service.

22 A. Dispute on the amount for local
23 service.

24 Q. Well, you are saying that the

1 Business Office made the decision, Ameritech
2 policy was not to disconnect local service when
3 there was a billing dispute. That was
4 the Executive Office that made that decision.

5 A. Okay.

6 Q. But, someone decided to disconnect
7 for another reason. My question is was there
8 still a billing dispute at that time that
9 the decision was made to disconnect for another
10 reason other than billing?

11 MR. LINTON: Asking about dispute on
12 the local, denial of the charges?

13 Q. Correct.

14 A. I don't know dispute on the local.
15 I know there was still a dispute on the long
16 distance charges.

17 Q. But there were no payments being
18 made on local service?

19 A. That's correct.

20 Q. Okay. When the account was
21 reconnected July 21, '98 was that local
22 reconnect only?

23 A. Yes.

24 Q. When the long distance service was

1 disconnected in July of '98 was it ever
2 reconnected? The long distance service toll
3 block removed on that account?

4 A. No, it was not.

5 Q. On your Exhibit 5 it shows,
6 Respondent's Exhibit 5, it's a September 1998
7 bill and it shows a \$201.55 credit for long
8 distance service.

9 A. Yes.

10 Q. Do you know the circumstances why
11 there was a credit issued in this amount?

12 A. Those were the long distance charges
13 we were able to identify by those companies and
14 those are the details that are on Page 3 of the
15 same exhibit.

16 MR. LINTON: Next to the last page.

17 Q. Right. And do you have the November
18 '98 bill?

19 MR. LINTON: I think I do.

20 EXAMINER FARKAS: Okay.

21 MR. COCHRAN: Mr. Examiner, I object
22 to this because the lady just testified that she
23 did not have -- did not do the bills and she did
24 not know if there are errors in them nor not.

1 EXAMINER FARKAS: She is indicating
2 what is on these bills. That is all I am asking

3 MR. COCHRAN: She doesn't know
4 whether or not that is accurate or not.

5 EXAMINER FARKAS: I will grant you
6 that, but overrule your action.

7 MR. COCHRAN: Thank you.

8 EXAMINER FARKAS: This is
9 Respondent's Exhibit 6.

10 Q. So, Respondent's Exhibit 6, which is
11 the November '98 bill, reflects the credit for
12 which you adjusted his bill to reflect
13 the credit on the long distance?

14 A. Yes.

15 Q. Portion of the bill.

16 A. Yes.

17 Q. Is that accurate?

18 A. Right. We adjusted all
19 the identified long distance charges. If you
20 look at No. 10 all charges that were itemized by
21 Sprint and the rest are the same adjustments
22 that appeared on Respondent's Exhibit 5, the
23 September bill.

24 Q. Okay. Can you point to me on

1 the exhibit where that shows the same
2 adjustment?

3 A. If you look at like Integratel
4 charges were \$38.41. If you look at No. 5 line
5 23.20, and line 7 15.30. So that is the \$38
6 adjustment.

7 Q. Okay. What is the final amount due
8 on this account 825-6538, the amount due now or
9 what happened to the account?

10 A. The oldest billing I have is
11 December '98 that shows balance of 266.04.

12 Q. Of that 266.04 how much of that is
13 long distance and how much is local?

14 A. I have to have a calculator to tell
15 me that.

16 MR. LINTON: Can you approximate?
17 Ball park it?

18 A. I would say that approximately \$185
19 would be long distance.

20 Q. Thank you. That account is closed?

21 A. Yes.

22 Q. Disconnected?

23 A. Yes.

24 MR. LINTON: I would say plus Mr.

1 Cochran, he did make one additional payment of
2 35. How much was that, Mr. Cochran?

3 MR. COCHRAN: 35.61 I believe.

4 Which my understanding was all that there was
5 owing on it.

6 Q. Okay. Mr. Cochran has service from
7 Ameritech presently; correct?

8 A. I had no knowledge of that until
9 today.

10 Q. Okay.

11 MR. LINTON: He has service today.

12 Q. He does have service today. Okay.
13 Do you know when he obtained the service?

14 A. No.

15 Q. Will Ameritech only bill for local
16 service now under his account? Do you know?

17 A. I don't know.

18 Q. Do you know the status on payments
19 for current bills, if you know?

20 A. The new account, I do not know.

21 EXAMINER FARKAS: Do you have
22 questions?

23 MR. COCHRAN: Yes. A few, if I may.

24 - - -

FURTHER CROSS-EXAMINATION

1
2 By Mr. Cochran:

3 Q. Miss Bennett, all of the bills that
4 you have been through, they are as you took from
5 the computer; right?

6 A. Yes.

7 Q. And you did not put them on the
8 computer?

9 A. Well, the bills --

10 Q. Excuse me. Go ahead.

11 A. Well, the bills are I would say
12 accurate. They come from our Billing
13 Department.

14 Q. And did you ever know of the Billing
15 Department to commit errors, anybody in the
16 Billing Department?

17 A. The bills are generated by tapes
18 received from different companies.

19 Q. Yes, but do you have any evidence or
20 can you positively testify that they are correct
21 in that the amounts on them are accurate when
22 they come from the other company? Has anybody
23 made mistakes in there or could they have made
24 mistakes in billing in the amounts and date

1 and --

2 A. It's a possibility.

3 Q. All right. Now, how far back do you
4 keep records?

5 A. 18 months.

6 Q. 18 months. Now, this account came
7 to you, and as you testified I believe a while
8 ago, that you only went back so far and
9 discovered credits to me. Discovered the 200
10 some dollar error in it.

11 A. No.

12 Q. Did you go back that far and
13 discover errors in it?

14 A. It wasn't an error.

15 Q. You could go back to what, 16 months
16 did you say?

17 A. We have usually 18 months of
18 records.

19 Q. Going back 18 months you could
20 credit for whatever it was?

21 A. 201.55.

22 Q. You could credit that for 18 months.
23 Now, this was from -- is the '98, was it, or --

24 A. We started with reviewing September

1 '97.

2 Q. Then from '97 back 18 months you
3 could discount 200 whatever dollars. Now, this
4 account started in '92 and if you had the
5 records and went back to '92 do you suspect or
6 is it possible you could have been able to
7 credit more?

8 A. Well, we wouldn't be able to go back
9 to '92.

10 Q. Because you don't keep records that
11 far; am I right?

12 A. We didn't keep that far. I don't
13 know that long distance companies would issue
14 adjustments that were that old.

15 Q. So if it's old they wouldn't do
16 anything about it?

17 A. Well, in order to issue an
18 adjustment you have to have the company that
19 billed the charge and amount of the charge.

20 Q. And you didn't have that on --

21 A. Didn't have anything beyond
22 September '97.

23 Q. All of that amount that calculated
24 \$494, you can't really say from your own

1 knowledge how much of that was correct or how
2 much might have been mistakenly put on that bill
3 or what have you?

4 A. We know the beginning balance
5 September '97 was 219.41.

6 Q. But how about back to say '93, '94?

7 A. Couldn't tell.

8 Q. But it's possible you could have
9 found more error in the bill or whatever?

10 MR. LINTON: Objection. There is no
11 testimony that any errors were found.
12 The testimony was that amount was recoured back
13 to the long distance companies. What they did
14 with them after that we don't know, we don't
15 care.

16 Q. But, had you been able to recourse
17 back you don't know if the company would give
18 credit for it or not; is that your testimony?

19 A. Well, the company could have removed
20 this charge from the Ameritech bill.

21 Q. Difficult do that in this case?

22 A. Back to September of '97 we did.

23 Q. But due to the fact you didn't have
24 records beyond that; right?

1 A. I think I asked the customer if he
2 had reports beyond that point and he could have
3 faxed them to us.

4 Q. What was the result of your --
5 answer from the customer that you asked?

6 A. That he did not have records beyond
7 September of '97.

8 Q. Okay. Have you seen any of my
9 pleadings or any of my documents that have been
10 written in this case where I stated that I have
11 all of the bills from '92?

12 A. Just going buy notes that I made on
13 the account when I asked for bills.

14 Q. What authority do you make the note
15 on? What did you base the note on?

16 A. Conversation with what I thought to
17 be the account holder.

18 Q. But not sure if the thoughts were
19 right; were you?

20 A. I am sure what I was told.

21 Q. But you don't know if you were told
22 correctly or not; right?

23 A. All I know is what I was told by
24 the customer.

1 Q. All right. Now, to your knowledge
2 did this 35.61 bill, the last bill that was
3 paid, Exhibit 8 to the complaint, clear up all
4 that was owing on that account at that time?

5 MR. LINTON: What bill?

6 MR. COCHRAN: Receipt of the bill in
7 Exhibit 8.

8 MR. LINTON: There is no bill.
9 Objection. There is no bill.

10 Q. All right. Then in the receipt that
11 is Exhibit 8 in the complaint, there was a
12 receipt where \$35.61 was paid. Is that right?

13 A. I remember seeing a receipt for
14 35.61, yes.

15 Q. All right.

16 MR. LINTON: Referring to
17 Plaintiff's Exhibit 8 to the complaint.

18 Q. All right. Now, do you know whether
19 or not that cleared up all that was owing on
20 that bill at that time, that 35.61?

21 A. No, I do not.

22 Q. Now, have you learned or had
23 occasion to review any documents where that
24 under duress I agreed to pay certain amounts in

1 order to get the phone hooked up if I could not
2 prove that I didn't owe it?

3 A. I have seen a receipt, I believe it
4 was for 42.97 payment that was handwritten paid
5 under duress.

6 Q. In other words, let's see if I
7 understand you right. You work for the company
8 and you are in an office, you have certain
9 duties. And then there is numerous other people
10 who work for the company in other departments
11 and different jobs and what not.

12 And you have no control or no
13 knowledge whether or not their work is accurate
14 or whether errors or whether mistakes or what;
15 am I right?

16 A. I can't say that everyone's work is
17 accurate, no, can't say that.

18 MR. COCHRAN: All right. Thank you
19 very much.

20 EXAMINER FARKAS: Okay. Do you have
21 any --

22 MR. LINTON: Just one.

23 - - -

24 REDIRECT EXAMINATION

ARMSTRONG & OKEY, INC., Columbus, Ohio (614)224-9481

1 By Mr. Linton:

2 Q. Please explain for purposes of the
3 record what is involved with recourse charges as
4 you testified about previously.

5 MR. COCHRAN: Objection, Your Honor,
6 because no testimony to that. I don't know
7 what -- never heard of it.

8 EXAMINER FARKAS: She used the term
9 recourse. She can clarify for the record what
10 recourse is.

11 MR. COCHRAN: Sorry.

12 A. That is when we take the charges
13 that we are able to identify who billed the
14 charges, the date it was billed, and the amount
15 and we final recourse it off which means remove
16 the charge from the Ameritech bill and send it
17 back to the originating company. Whether they
18 pursue collections from the customer is up to
19 them.

20 Q. Does the decision to recourse an
21 amount, a dollar amount, amount to a
22 determination there was an error in the bill?

23 A. No, it does not.

24 MR. LINTON: That is all.

- - -

RE CROSS-EXAMINATION

By Mr. Cochran:

Q. Ameritech only keeps bills back for 18 months. Now, is it possible that there were more of these bills that come from the company, long distance company, that was in error and Ameritech put in the computer and never been examined to see whether or not it was true or whether mistakes or whatnot?

A. Well, there it is possible there were more charges prior to September of '97 that we no longer have detail records of.

Q. And due to the fact that the company did not keep records any longer than that you were precluded from going back any further?

A. Yes, unless the customer was able to provide us records.

MR. COCHRAN: Thank you.

EXAMINER FARKAS: Do you have anything further?

MR. LINTON: I would like to offer the exhibits.

EXAMINER FARKAS: Okay. The

1 Complainant's exhibits first. Any objection to
2 any of the Complainant's exhibits?

3 MR. LINTON: Well, we had two
4 marked. June '98 bill. The Court of Appeals
5 opinion. I object to Exhibit 2, irrelevant. It
6 doesn't say any of the things that he says it
7 says.

8 And besides irrelevant, the Court
9 determined they didn't have jurisdiction, so his
10 interpretation of Exhibit 2 is wrong as a matter
11 of fact, and wrong as a matter of law.

12 MR. COCHRAN: I don't agree with
13 that, Your Honor. The Court noted that the
14 phone service --

15 EXAMINER FARKAS: I am going to
16 admit it. It will speak for itself. Any other
17 exhibits you object to?

18 MR. LINTON: Referring now to
19 matters that were exhibits to the complaint, do
20 I care? I guess I don't care. No objections.

21 EXAMINER FARKAS: Okay. Then we
22 will admit all those exhibits.

23 (EXHIBITS HEREBY ADMITTED INTO
24 EVIDENCE.)

1 EXAMINER FARKAS: Ameritech
2 exhibits. I believe we have 4, 5, 6, 9 and 10;
3 is that correct?

4 MR. LINTON: I don't think we
5 offered 4. I handed it to you, but I don't
6 think we had any testimony about it.

7 EXAMINER FARKAS: Okay.

8 MR. LINTON: So I have 1, 5, 6, 9,
9 10 and 16.

10 EXAMINER FARKAS: 16.

11 MR. LINTON: 16, I just have one
12 copy of it.

13 EXAMINER FARKAS: Okay. Any
14 objection to any exhibits?

15 MR. COCHRAN: No, Your Honor.

16 EXAMINER FARKAS: Okay. Then we
17 will admit those.

18 (EXHIBITS HEREBY ADMITTED INTO
19 EVIDENCE.)

20 EXAMINER FARKAS: Anything further
21 you want to present?

22 MR. COCHRAN: No, Your Honor.

23 EXAMINER FARKAS: You have indicated
24 on the record several times that you did not

1 bring exhibits today, but you have bills and
2 proofs of payment.

3 MR. COCHRAN: Yes.

4 EXAMINER FARKAS: Does Ameritech
5 have any position on late filed exhibits such as
6 records of payments?

7 MR. LINTON: Mr. Cochran is an
8 experienced litigator. He has probably been in
9 more cases than I have. We had ample notice of
10 the hearing.

11 EXAMINER FARKAS: Okay. This will
12 be allowed. You will be allowed to present any
13 evidence that you have with respect to payments
14 and/or bills that you -- bills you received,
15 payments you made on this account, and you can
16 submit that.

17 I will ask you to make a copy of
18 that and provide it to Mr. Linton at the same
19 time you file it with the Commission. I would
20 ask you to do that in two weeks. And if you
21 provide an explanation what these documents are
22 that would be helpful also.

23 MR. COCHRAN: All right.

24 EXAMINER FARKAS: And you will have

1 a chance to respond to those within two weeks
2 after you receive them. If you determine that
3 you want to file something or ask me for an
4 additional hearing on those exhibits I can rule
5 on such request also.

6 Now let's go off the record for a
7 second.

8 (Discussion off the record.)

9 EXAMINER FARKAS: Then we will
10 recess the hearing and you will be filing, if
11 you are going to file in two weeks do it, any
12 additional exhibits you want to provide.

13 MR. COCHRAN: All right.

14 EXAMINER FARKAS: Anything further
15 at this time?

16 MR. COCHRAN: One thing that bothers
17 me, and that is when I understand the phone
18 company was ordered to turn my phone back on,
19 when I called to ask them when they were going
20 to turn it on she had me to -- she asked me a
21 bunch of questions about back bill. I don't
22 remember the date of it or anything.

23 And she asked me -- what she said, I
24 had to say something in order to overcome that,

1 what they charged, and I said, well, I will pay
2 if I can't prove I don't owe it.

3 Now, I think that is what Miss
4 Bennett is referring to. I forgot to ask her
5 about -- I think referring to when she says that
6 there is still a delinquency on that 825-6538. I
7 think what she is referring to, and that would
8 show that I owe on the bill there.

9 But, there is nothing proving that I
10 owe it, and it was in dispute and I understood
11 that they dropped it.

12 EXAMINER FARKAS: Okay.

13 MR. COCHRAN: Never got any notice
14 or anything, and never requested I pay it. So
15 just laying there dormant.

16 EXAMINER FARKAS: Okay. Do you
17 understand that I am allowing you to file
18 additional evidence?

19 MR. COCHRAN: Okay.

20 EXAMINER FARKAS: And that evidence
21 will be limited to bills that you have received
22 and payments that you have paid.

23 MR. COCHRAN: Okay.

24 EXAMINER FARKAS: Okay. All right.

1 MR. COCHRAN: Thank you.

2 EXAMINER FARKAS: Thank you.

3 - - -

4 (At 3:50 P.M. the hearing was concluded)

5 - - -

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21


22

23

24

CERTIFICATE

I do hereby certify that the foregoing
is a true and correct transcript of the
proceedings taken by me in this matter on
November 26, 2001 and carefully compared with my
original stenographic notes.


Michael O. Spencer,
Registered Professional
Reporter.

- - -