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BEFORE THE
ILLINOIS COMMERCE COMMISSION

IN THE MATTER OF:)
)
CHARLES HENRY LEWIS, SR.,)
)
Complainant,)
)
vs.) No. 08-0320
)
SBC LONG DISTANCE, LLC, d/b/a)
SBC LONG DISTANCE, d/b/a)
AT&T LONG DISTANCE,)
)
Respondent.)
)
Complaint as to billing and/or)
charges.)

Chicago, Illinois
August 5, 2008

Met, pursuant to adjournment, at 10:00 a.m.

BEFORE:

Ms. Eve Moran, Administrative Law Judge

APPEARANCES:

MR. CHARLES HENRY LEWIS, SR.
435 West 125th Street
Chicago, IL 60628
(773) 785-2773
appearing pro se;

1 APPEARANCES (cont.):

2 MR. JAMES A. HUTTENHOWER
3 225 West Randolph Street
4 Suite 25-D
5 Chicago, IL 60606
6 (312) 727-1444
7 for SBC Long Distance.

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I N D E X

<u>Witnesses:</u>	<u>Direct</u>	<u>Cross</u>	<u>direct</u>	<u>Re-</u> <u>cross</u>	<u>Re-</u> <u>cross</u>	<u>By</u> <u>Examiner</u>
C.H. Lewis						24

E X H I B I T S

<u>Number</u>	<u>For Identification</u>	<u>In Evidence</u>
None.		

1 JUDGE MORAN: Pursuant to the direction of the
2 Illinois Commerce Commission, I call Docket 08-0320.
3 This is Charles Henry Lewis, Sr., versus SBC Long
4 Distance, LLC, doing business as SBC Long Distance,
5 doing business as AT&T Long Distance, and it is a
6 complaint as to billing and/or other charges.

7 May I have the appearances for the
8 record, please. Please state your name, address and
9 telephone number.

10 MR. LEWIS: Charles Henry Lewis. Address is
11 435 West 125th Street, Chicago, Illinois, 60628.
12 Phone number is (773) 785-2773.

13 MR. HUTTENHOWER: James Huttenhower,
14 H-u-t-t-e-n-h-o-w-e-r, 225 West Randolph Street,
15 Suite 25-D, Chicago, Illinois, 60606.

16 JUDGE MORAN: Thank you.

17 Let the record reflect that there are
18 no other appearances.

19 I remember that the last time we
20 continued this case in anticipation or some hope that
21 there would be a settlement of this matter or that
22 the matter would just be dismissed.

1 Since that time, I have received two
2 items. On July 17, 2008, there was a letter sent to
3 Elizabeth Rolando who is the Chief Clerk by Mr. Lewis
4 indicating that he would like to amend his charges
5 against AT&T to include and introduce the most recent
6 invoices received from AT&T. And together with this
7 letter there are a number of attachments, some of
8 which are correspondence, some of which appear to be
9 copies of bills.

10 Mr. Huttenhower, did you receive this
11 packet?

12 MR. HUTTENHOWER: I know I received a fax from
13 Mr. Lewis, and I think I received, you know, a hard
14 copy in the mail as well though I didn't bring it
15 with me to know whether I necessarily got the same
16 number of pages.

17 JUDGE MORAN: Okay.

18 MR. HUTTENHOWER: One other thing, just as a
19 housekeeping matter, I think when I was giving my
20 appearance, because of force of habit I said I was
21 here representing Illinois Bell.

22 JUDGE MORAN: Oh.

1 MR. HUTTENHOWER: I'm actually representing
2 SBC Long Distance.

3 JUDGE MORAN: Okay. Thank you. That
4 clarification is noted.

5 I'm going to pass this down to you to
6 see if it at all looks familiar to you.

7 Also, let me indicate that there was
8 sent and filed on E-docket a verified motion of
9 AT&T Long Distance for dismissal of this matter.

10 I'm going to put the same question to
11 you, Mr. Lewis. Did you receive a copy of this?

12 MR. LEWIS: Yes, I have.

13 JUDGE MORAN: Okay. All right. So we have two
14 new items on the table.

15 And I guess I'm not very clear what
16 that proposal to amend the complaint really means,
17 Mr. Lewis, so maybe you can tell me.

18 MR. LEWIS: Okay. Well, after we were supposed
19 to try to work out an agreement, we had more bills
20 sent to us from AT&T on services that we didn't ask
21 for nor did we approve. So it was more of a letter
22 to the Court to let them know that -- if I had to

1 sign this agreement which was kind of way lopsided as
2 far as terminating my legal rights. AT&T still
3 persists to enrich themselves and cram services on my
4 account.

5 JUDGE MORAN: Okay. So you're saying that what
6 violations you are alleging in your initial complaint
7 continue to this day; would that be a fair way of
8 saying it?

9 MR. LEWIS: Correct, yes, because based on the
10 billing services, which have increased 40 percent.
11 The way SBC and AT&T are going, they're going to
12 recoup whatever settlement they claim they gave me
13 based on the services. The services --

14 JUDGE MORAN: Based on the services now.

15 MR. LEWIS: Now.

16 JUDGE MORAN: They're not any different than
17 what they were or --

18 MR. LEWIS: They increased services. They
19 added more fraudulent services to my account since we
20 last met. They added coast-to-coast services, All
21 Distance services. They haven't even adjusted the
22 services I had complained about in the past. So it's

1 increasing as far as the services.

2 JUDGE MORAN: Okay. Let me ask you a question,
3 Mr. Huttenhower. When this verified motion for
4 dismissal was filed, did you already take account of
5 that?

6 MR. HUTTENHOWER: To the extent that I could.
7 I mean, my client here is AT&T Long Distance.

8 JUDGE MORAN: Correct. Okay.

9 MR. HUTTENHOWER: And as far -- going back,
10 because I think I have seen some, but not all of the
11 stuff that's in --

12 JUDGE MORAN: Yeah. And I guess I'm just
13 trying to say --

14 MR. HUTTENHOWER: But the two things that he
15 mentioned in his cover letter --

16 JUDGE MORAN: Right.

17 MR. HUTTENHOWER: -- are reference to
18 All Distance as somehow being a new service crammed
19 on his account. All Distance is the name of the
20 package he subscribed to in, what, November or so of
21 '06. It has always been called All Distance.

22 JUDGE MORAN: Okay.

1 MR. HUTTENHOWER: It's sort of the marketing
2 name for the combination of the local and long
3 distance part of it. That's just what they call it.
4 So I wasn't really sure that -- other than sort of
5 mentioning in my motion that that's what it's been
6 called all along, I responded to that aspect of his
7 claim.

8 The business about the coast-to-coast
9 voice, it shows up on his bill from AT&T Illinois as
10 a separate page by some third-party carrier. And
11 although I'm not here representing AT&T Illinois, my
12 basic understanding is that the local phone company,
13 if it gets charges for a customer from a third party,
14 it has to include that whether it --

15 JUDGE MORAN: Right.

16 MR. HUTTENHOWER: -- the phone company has
17 anything to do with the charges --

18 JUDGE MORAN: Okay. It's just a pass-through,
19 in other words.

20 MR. HUTTENHOWER: Right.

21 What I found sort of ironic,
22 coincidental, the same week that you got your bill,

1 my secretary got a bill with essentially the same
2 charges from some company like this.

3 So, you know, I don't know where -- I
4 know that people from time to time get these charges
5 for some sort of weird Internet fees. And without
6 knowing anything about the company, I can't say one
7 way or the other. I wouldn't be surprised if they
8 were inappropriate. But they're sort of just a
9 pass-through. And certainly SBC LD doesn't know
10 anything about them, but Illinois Bell just gets the
11 thing and prints it on the bill.

12 MR. LEWIS: All Distance -- since 2006, we look
13 at our bill very carefully. And this is the first
14 time we've seen that. I don't see All Distance on my
15 bills from 2006 to date up to the time after our
16 court date.

17 MR. HUTTENHOWER: I mean, I used it as a
18 shorthand.

19 MR. LEWIS: Uh-huh.

20 MR. HUTTENHOWER: And I can find --

21 MR. LEWIS: Oh, okay.

22 MR. HUTTENHOWER: I mean, it's just what they

1 call it for marketing purposes.

2 MR. LEWIS: I gotcha. Okay. Then I stand
3 corrected. Okay. If that's the case here.

4 MR. HUTTENHOWER: And here's the January bill.
5 It just sort of shows up there, but I think that's
6 how they advertise it.

7 MR. LEWIS: Okay. All right.

8 Also, if it pleases the Court, I would
9 like to present my opposition to respondent's motion
10 to dismiss.

11 JUDGE MORAN: And you have it in writing?

12 MR. LEWIS: Yes.

13 JUDGE MORAN: That's wonderful.

14 MR. LEWIS: For Counsel.

15 JUDGE MORAN: Thank you.

16 Mr. Huttenhower, I have this motion in
17 front of me. As I'm looking at your response,
18 Mr. Lewis, it doesn't seem to address on point a lot
19 of the arguments -- and they're legal arguments, and
20 I understand that --

21 MR. LEWIS: Right.

22 JUDGE MORAN: -- that were made. But one of

1 those arguments most troubling to me is the
2 jurisdiction of this Commission as being the proper
3 body to hear the complaint.

4 MR. LEWIS: Sure.

5 JUDGE MORAN: Okay. I mean, because if we
6 grant relief and we don't have jurisdiction, it's
7 useless.

8 MR. LEWIS: Of course.

9 JUDGE MORAN: Right?

10 MR. LEWIS: Right. I understand.

11 JUDGE MORAN: And I'm certainly not prepared in
12 any way, shape or form to make a ruling on anything
13 in that motion. I'm going to have to do my own
14 research because I want to make sure that anything I
15 do is absolutely correct and not influenced by one
16 party or another.

17 MR. LEWIS: Okay.

18 JUDGE MORAN: But I would like to have a short
19 hearing on the motion; in other words, to swear you
20 in, to ask you some questions so that I can maybe get
21 a better understanding of what the complaint is and
22 then that will allow me to assess and address the

1 motion, okay?

2 MR. LEWIS: Okay.

3 JUDGE MORAN: Do you have any opposition or
4 objection to that?

5 MR. HUTTENHOWER: No, no.

6 Would you like this back? I don't
7 know if you'll need it.

8 JUDGE MORAN: I will need it. Thank you.

9 I'm going to consider both of these
10 filings when I make a ruling on the motion. I assume
11 you have no objection to me considering anything in
12 this document?

13 MR. HUTTENHOWER: I guess, yeah.

14 JUDGE MORAN: Okay. And if you wish, you can
15 certainly supplement if there's something in here
16 that is --

17 MR. HUTTENHOWER: I mean, there's some stuff in
18 there that I just had not seen before, but I don't
19 think it's going to affect --

20 MR. LEWIS: I mailed all copies to you, faxed
21 them.

22 JUDGE MORAN: You know, my problem is, you

1 know, it seems that you've mailed this to
2 Ms. Rolando.

3 MR. LEWIS: Uh-huh.

4 JUDGE MORAN: But in the envelope, it had my
5 name on it, which is good.

6 MR. LEWIS: Yeah.

7 JUDGE MORAN: But I wonder if she got it
8 because I looked on E-docket to see if it was posted
9 and I didn't see it. But I'll have to look again.

10 MR. LEWIS: Yeah. I sent it to her because I
11 guess --

12 JUDGE MORAN: Right, exactly. You did
13 everything --

14 MR. LEWIS: And I cc'd you assuming she would
15 give it to you.

16 JUDGE MORAN: Yes. You did everything correct.
17 My concern is that it be posted so that
18 Mr. Huttenhower would certainly have access to
19 everything that's on it, too.

20 MR. HUTTENHOWER: The one thing in there that
21 didn't look familiar was your bill from the other
22 company. But I admit when I saw the paper copy in

1 the mail, I probably didn't flip through it because I
2 said, Oh, I already got a fax of this.

3 JUDGE MORAN: And you know what,
4 Mr. Huttenhower, before we leave, we can make a copy
5 of this for you.

6 MR. HUTTENHOWER: Okay.

7 JUDGE MORAN: Okay. So then you'll have a
8 paper copy.

9 MR. LEWIS: Mr. Huttenhower is correct. I
10 didn't think I mailed you a copy. I'm pretty sure I
11 didn't mail you a copy of Pioneer's bill. That's the
12 only thing he didn't get. So you're right. Yeah.
13 Okay.

14 JUDGE MORAN: All right. I'm going to swear
15 you in, Mr. Lewis.

16 (Witness sworn.)

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CHARLES HENRY LEWIS, SR.,

called as a witness herein, having been first duly sworn, was examined and testified as follows:

EXAMINATION

BY

JUDGE MORAN:

Q Mr. Lewis, what is the nature of your complaint? What are you unhappy with?

A The charges that I have received from AT&T and SBC, the dissatisfaction of the services as far as educating me correctly on any errors or any errors on my part or any problems and addressing them in a timely fashion and basically the attitude of the company, that they don't have to deal with me in a fair and humane manner and just trying to charge me for services that wasn't clear and concise as far as me owing them this bill.

Q Okay. Let's get to the money because that's what it's usually all about, right?

A Right, uh-huh.

Q Where do you think the problem is in terms of the billing? Is there a problem with the billing?

1 A There was a problem with the billing as far
2 as the rate for services for phone calls and --

3 Q From when?

4 A From last year as far as the Internet
5 service for \$927.

6 Q And what month was that bill?

7 A It probably happened around a little before
8 December of '07.

9 Q Okay. December '07. You've had service
10 with AT&T Long Distance before then?

11 A Yes.

12 Q For how long?

13 A I've had that service probably, I'm
14 guessing, maybe 13 years.

15 Q Okay. So you had service with AT&T
16 Illinois for 13 years, and then something happened in
17 December. You got a bill --

18 A Right.

19 Q -- that was high?

20 A Right.

21 Q Or higher than --

22 A Usual.

1 Q -- than usual?

2 A Right. They claim something about the way
3 the usage of the phone service is and my calls out of
4 the area. And we asked them many times through phone
5 calls and through mail and fax what were the
6 violations and how could we resolve them. And we
7 were told to go to our Internet service to get the
8 explanation which we found -- I found as well as the
9 Internet service found strange since AT&T and SBC
10 were our service. We were their customers for
11 service.

12 Q Okay. You said they claimed. So how did
13 you know that they had a claim? Did you call and
14 complain, or did you write to AT&T?

15 A AT&T sent us an overinflated bill. And we
16 called -- well, the first time they sent us a bill
17 that was overinflated and we called and they told us
18 if we continue to use the services -- if we continue
19 to use the services, we would be in violation.

20 So we called and asked what was the
21 violation and how we could rectify the services so we
22 wouldn't fall into that category. And they refused

1 to give us any information on that at all. They were
2 hostile, rude and aggressive as far as trying to
3 obtain the money from us for the services.

4 Q Well, you use the term "we." Who is "we"?

5 A Well, me and my wife both use the phone.

6 Q Okay. All right. And do you have any
7 children?

8 A They're in college, so they're not home.

9 Q All right. I just want to make sure there
10 was a Mrs. Lewis.

11 A There's a Mrs. Lewis.

12 Q Okay. Great.

13 And did she make the calls? Did you
14 make the calls? How did it work?

15 A We both did.

16 Q You both made calls?

17 A Uh-huh.

18 Q Okay. What happened the next month, in
19 January?

20 A They terminated our services. They said
21 they were going to get us on a ten-cent-a-minute
22 plan, so every time we used the phone, they were

1 going to charge us some kind of flat rate which was
2 excessive if we used the phone system as far as our
3 Internet service. So every time we were on the
4 Internet, we were going to be charged ten cents a
5 minute which we were based on the billing before
6 that.

7 Q Okay. And now you still have AT&T Long
8 Distance today?

9 A No.

10 Q No, you don't?

11 A No. We were forced to -- based on -- we
12 were forced out of the service because AT&T wouldn't
13 cooperate. So we went to -- we called CUB, and they
14 told us about Pioneer.

15 Q Okay. So now you're on Pioneer?

16 A Right.

17 Q And when did you switch over to Pioneer?
18 When did you start with Pioneer, do you know?

19 A It was probably somewhere maybe after
20 January or February, I believe.

21 Q January or February. Okay.

22 A Right. Because we couldn't resolve the

1 issue as far as with AT&T, SBC as far as the phone
2 service, so we switched to Pioneer.

3 Q Okay. Now, did you pay off that bill, that
4 \$900 bill?

5 A No, we didn't.

6 Q No, you didn't.

7 A Because it was in dispute.

8 Q Okay. I see.

9 A And based on our contract and based on our
10 sincere belief, we didn't owe that.

11 Q All right. So that bill is still
12 outstanding?

13 A AT&T through the BBB, we had filed a
14 complaint with the Better Business Bureau.

15 Q Yes.

16 A And they had flat out said they was not
17 going to try to resolve it, and they were going to
18 put us in collections. And I think until we -- no.
19 I know for sure until we filed here and we advised
20 AT&T and SBC that we were going to the ICC, they went
21 through the BBB and said that -- paid -- I guess they
22 said that they want to settle it through the Better

1 Business Bureau.

2 And we received a letter from the
3 Better Business Bureau saying that even if we didn't
4 respond by a certain date, they're going to consider
5 the matter closed. That's what they were trying to
6 do rather than come here. They sent a letter
7 probably during the time period that we were showing
8 up for court. They claimed that they was going to
9 resolve the \$927.

10 Q Okay. So what is the status with that 900?

11 A They're trying to recoup it through
12 fraudulent charges on my bill.

13 Q No, no, no. What happened to that lump
14 sum? I understand your perception is that they're
15 still trying to get it back.

16 A Supposedly it's been paid.

17 Q But it has been --

18 A Paid. All but the last time we were here
19 we were talking about a \$130 balance and some other
20 amounts, too. The counselor, we were talking about
21 working out with the settlement. The problem was
22 that settlement agreement is too evasive. And as

1 counsel has stated, if he do it my way, it would be
2 lopsided. But if I do it his way, it's lopsided,
3 too.

4 It all falls into the category that
5 SBC and AT&T is protected from me and absolves me of
6 any actions or any future problems with the company
7 which has already transpired. So it's great that I
8 didn't sign the settlement because based on
9 activities in the past five, seven years up to today,
10 they haven't been honorable in honoring our contract
11 as far as phone services. They still to this day put
12 things on my account be it that it's a third party or
13 what. I'm paying AT&T and SBC for anything that's on
14 my bill.

15 And so based on that, the settlement
16 agreement says any future or past complaints against
17 SBC would make me impotent if I sign that settlement.
18 So that's why we're here today. I can't sign over my
19 rights to that point.

20 Q I understand that. But that 9 -- I'm just
21 trying to get to that \$900 bill.

22 A Well, according to SBC and AT&T, it's been

1 paid.

2 Q It's been paid?

3 A Yes, ma'am.

4 Q Okay. So that would not be an issue now?

5 A No. It's just -- it's not a major issue
6 because that major amount of money has been taken
7 care of. It's just the little dollar bills and so
8 forth.

9 Q So what is it that you are asking for in
10 relief from this Commission?

11 A Any outstanding bills -- any outstanding
12 payments or overcharges on my bills to date as far as
13 the \$130 we talked about and some late charge fees.
14 But that's it. I just can't -- the whole problem is,
15 I can't sign that settlement agreement. It's just
16 too restrictive, and that's why we're here today.

17 Q Okay. Well, I don't know what your
18 settlement negotiations were, but you really can't
19 sign -- usually a settlement settles --

20 A Everything.

21 Q Well, yeah.

22 A Right.

1 Q It settles whatever is in issue at the
2 moment in this case.

3 A Yes. But the agreement counsel set up
4 doesn't say that. It's different if I'm going to
5 agree to things that -- as far as the nature of the
6 issues now. But he's forever wanting me to absolve
7 AT&T SBC of any complaint, future complaints, any
8 wrongdoing that they do to me in the future.

9 Q I don't think there could be such language.

10 A He got it pretty good. I'm a layman in
11 this, but it looked like he made issues about --

12 Q If I were to understand it, it would be
13 that you can't bring up in the future something
14 that's settled here today.

15 A I understand that, yes.

16 Q It doesn't mean that they can do something
17 to you tomorrow and then you can't complain about
18 that action. I think that's --

19 A He's got that in here.

20 Q -- what it means, but I could be wrong.

21 MR. HUTTENHOWER: I believe that the material I
22 sent him was included in the package you handed me.

1 JUDGE MORAN: I see.

2 MR. HUTTENHOWER: And I would dispute
3 Mr. Lewis' interpretation of what the agreement was
4 trying to do.

5 JUDGE MORAN: All right. So we're looking
6 at -- how did this \$137 come to be since that seems
7 to be the whole matter?

8 MR. HUTTENHOWER: I can address that, but I
9 don't know if you wish Mr. Lewis to.

10 JUDGE MORAN: Well, it's only if Mr. Lewis
11 defers to you.

12 MR. LEWIS: I defer to you, counsel.

13 JUDGE MORAN: Okay.

14 MR. HUTTENHOWER: There was some discussion
15 when Mr. Lewis was speaking a little while ago about
16 switching his long distance service to this other
17 carrier, Pioneer.

18 JUDGE MORAN: Uh-huh.

19 MR. HUTTENHOWER: And an order was placed --
20 what happened is that his local toll service, I
21 believe, was switched to Pioneer but not his regular
22 long distance service -- I could have it backwards.

1 But in any event, only half of his toll service was
2 switched. My understanding is simply that's the
3 order that Illinois Bell got, so that's the order it
4 processed.

5 JUDGE MORAN: Okay. And you got that order
6 from who?

7 MR. HUTTENHOWER: From Pioneer.

8 JUDGE MORAN: From Pioneer. Okay.

9 MR. HUTTENHOWER: So that he is still being
10 billed for certain kinds of toll calls. And, you
11 know, I think it probably makes sense for him to
12 either be all with one company or all with the other.
13 That's his choice. But in any event, there's still
14 some, you know, monthly billing from AT&T Long
15 Distance for some toll service.

16 JUDGE MORAN: Okay.

17 MR. HUTTENHOWER: And that, you know -- I can't
18 remember the exact dollar amount. That's ongoing.
19 It's pretty small now. But I think as of early May,
20 which was when he got this \$900-some credit on his
21 account --

22 JUDGE MORAN: Yes.

1 MR. HUTTENHOWER: -- shortly thereafter, a new
2 bill printed with, like, \$90 in toll charges and then
3 since then there's been a little bit more which gets
4 him into the low hundreds.

5 JUDGE MORAN: I see.

6 MR. HUTTENHOWER: And that's roughly the dollar
7 amount, where that comes from. And when we had been
8 talking about resolving the matter, the two things
9 that we were trying to accomplish were, A, sort of
10 just cleaning up that dollar amount and, B, getting
11 him, you know, where he wanted to be as far as his
12 toll service was concerned, whether that was with --
13 back with AT&T Long Distance or whether all of it was
14 going to be at Pioneer.

15 JUDGE MORAN: Okay.

16 MR. HUTTENHOWER: But because, you know, the
17 toll calls keep getting billed, it wasn't like you
18 could pick a dollar amount as of a given day and say,
19 here it is. If we wanted to clean up all -- we had
20 to wait a month to sort of scoop up the last set of
21 toll charges in terms of giving him a credit.

22 JUDGE MORAN: I see.

1 Mr. Lewis, have you decided about
2 whether you want all your toll to be with Pioneer? I
3 mean, that seems to be --

4 MR. LEWIS: Yeah. Pioneer is only a long
5 distance carrier; they're not local. So we were
6 talking about reverting back to AT&T and SBC if they
7 can make me whole where I was before this action took
8 place and get to the \$68 for the local and unlimited
9 long distance service and take care of all the
10 outstanding discrepancy bills.

11 Also, too, if I switch from Pioneer, I
12 don't know if there's any penalty charge for that,
13 too. So I would like AT&T SBC to take care of that,
14 any costs for resigning myself from Pioneer services
15 and reverting back to SBC and AT&T.

16 JUDGE MORAN: Okay. Well, someone is really
17 going to have to explain to me how this Pioneer, AT&T
18 Long Distance thing works and how it --

19 MR. LEWIS: I had to have long distance
20 service, so CUB told us about Pioneer which was a
21 cheap and economical service for a long distance
22 carrier which we got. It seemed to be pretty

1 reasonable. I didn't realize that, you know, that I
2 still would have to pay some long distance services
3 to AT&T as well as Pioneer.

4 JUDGE MORAN: Excuse me.

5 Does Mr. Lewis still have to do that,
6 or can he --

7 MR. LEWIS: It seems like we're doing that
8 still.

9 MR. HUTTENHOWER: All that was switched --
10 before any of this happened, Mr. Lewis had both local
11 toll and long distance with AT&T Long Distance. Then
12 when he got in touch with Pioneer, what was switched
13 was his local toll service to Pioneer, not his, you
14 know, interstate long distance for whatever reason.

15 JUDGE MORAN: But can he do that?

16 MR. HUTTENHOWER: He can do that. The issue --
17 and it's fine if he wants to do that. The issue is
18 that, you know, he's still signed up for this
19 combined toll and local package which can be broken
20 up so that he would only get, say, local service from
21 AT&T Illinois. But in terms -- I guess I felt that
22 the company would be making too many decisions about

1 what to do to his service if we just did all that.

2 JUDGE MORAN: Okay. You know what? I'm
3 hearing a lot of stuff that tells me that the two of
4 you still need to talk regardless of this pending
5 matter which I'm still not absolutely clear about.

6 MR. LEWIS: Your Honor, we can go back to where
7 we were with AT&T so it won't be as complicated. I'm
8 willing to leave Pioneer.

9 JUDGE MORAN: No.

10 MR. LEWIS: If they give us back our services
11 the way it was, it would resolve a lot of issues.
12 All I want to do is go back to the way we were. If
13 AT&T and SBC can do that, effectively do that and
14 take care of those charges --

15 JUDGE MORAN: But if they can't do it, then
16 would you want to go with Pioneer? Those are the
17 things that I think you need to talk about.

18 MR. LEWIS: Right.

19 MR. HUTTENHOWER: I don't know how much you
20 want to get involved from --

21 JUDGE MORAN: And I don't want to get involved.

22 MR. HUTTENHOWER: -- a settlement perspective

1 because --

2 JUDGE MORAN: And that's why I'm trying to get
3 out of here.

4 MR. HUTTENHOWER: -- I don't know that I could
5 do anything different than --

6 JUDGE MORAN: I understand.

7 MR. HUTTENHOWER: -- the agreement that I sent
8 him and he didn't like.

9 JUDGE MORAN: I understand that. But it seems
10 to me that -- you know, by virtue of this amendment
11 that Mr. Lewis is trying to make, it seems that he's
12 unhappy with what's happening today; is that a fair
13 statement?

14 MR. LEWIS: Yes. Everything. Today, the past
15 and up to today. Yeah. I'm unhappy.

16 JUDGE MORAN: You're unhappy today because you
17 don't like the service you have?

18 MR. LEWIS: As far as the billing for AT&T?

19 JUDGE MORAN: In terms of the billing.

20 MR. LEWIS: Right.

21 JUDGE MORAN: So I think what I'm trying to do
22 is leave the room and have Mr. Huttenhower and

1 Mr. Lewis talk and see if there's a way that either
2 you're going to accept what AT&T has and the
3 billing -- and I would expect Mr. Huttenhower to be
4 able to explain that billing to Mr. Lewis -- or you
5 may prefer to take everything to Pioneer.

6 MR. LEWIS: I've talked to Mr. Huttenhower. We
7 can work this out.

8 JUDGE MORAN: I think you guys need to talk.

9 MR. HUTTENHOWER: After Mr. Lewis sent back the
10 settlement agreement indicating he was unhappy with
11 it --

12 JUDGE MORAN: Right.

13 MR. HUTTENHOWER: -- since I knew he was
14 unhappy being on the ten-cent-a-minute plan that --

15 JUDGE MORAN: Right.

16 MR. HUTTENHOWER: -- he has currently for this,
17 I sent him a letter saying, Okay, you're unhappy with
18 that -- I think it's also in --

19 JUDGE MORAN: And it might be. And I haven't
20 looked at this yet because --

21 MR. LEWIS: It's in here.

22 JUDGE MORAN: -- I wasn't sure if it should be

1 evidence or not.

2 MR. HUTTENHOWER: So I said, you know, Maybe
3 AT&T LD has some plan you like better or you can go
4 with Pioneer, you know, but you'll need to do
5 something to initiate -- you know. I don't know why
6 all your service didn't go when it went to Pioneer,
7 but I can't switch it. You need to do that if that's
8 what you want.

9 JUDGE MORAN: Through them. Through them.

10 MR. HUTTENHOWER: Yeah.

11 JUDGE MORAN: Okay.

12 MR. HUTTENHOWER: And then I got a letter from
13 Mr. Lewis that suggested he was generally unhappy
14 with AT&T and not sort of indicating a feeling one
15 way or the other about these other options.

16 JUDGE MORAN: Okay. But obviously I think
17 Mr. Lewis is ready to talk; is that what I'm sensing?

18 MR. LEWIS: Yeah. Mr. Lewis wants to live his
19 life.

20 JUDGE MORAN: Yes. That's right. That's
21 right. We all do.

22 MR. LEWIS: I'm trying to be a passivist in

1 this.

2 JUDGE MORAN: I'm trying to get you what you
3 want.

4 MR. LEWIS: Right, right. That's all I want.

5 JUDGE MORAN: But I am certainly not a
6 telecommunications person.

7 MR. LEWIS: I just don't like bullies, and I'm
8 trying to get this resolved. As long as I'm not
9 being bullied anymore, I think we can resolve it.

10 JUDGE MORAN: And I don't think you're getting
11 bullied now. I think you're getting options. I
12 think you're getting options here. But it requires
13 you making a decision, too, an informed decision.

14 MR. LEWIS: Okay. I'm willing.

15 JUDGE MORAN: Then let me leave the room. And
16 let me give you some time and let me see what you
17 guys can come up with. And then if it doesn't work,
18 then I still will have a few questions and then we'll
19 adjourn for the day.

20 (Whereupon, a recess was taken.)

21 JUDGE MORAN: If the parties can inform me as
22 to what transpired.

1 MR. HUTTENHOWER: We had a discussion of
2 different options for how Mr. Lewis could be happier
3 with his arrangements with the company and his long
4 distance service, and we have reached an agreement
5 under which Mr. Lewis will get back on his unlimited
6 toll plan with AT&T Long Distance and we will -- the
7 company will give him some credits for the toll
8 charges he's accrued since -- roughly since May while
9 he was on the ten-cent-a-minute plan.

10 JUDGE MORAN: Okay. And that will -- with that
11 agreement, will that resolve --

12 MR. HUTTENHOWER: Yes.

13 JUDGE MORAN: -- everything here?

14 MR. LEWIS: Uh-huh.

15 MR. HUTTENHOWER: And we also have signed a --

16 JUDGE MORAN: Not an "uh-huh."

17 MR. LEWIS: Yes, ma'am. Yes. Excuse me. Yes.

18 MR. HUTTENHOWER: We also have signed a
19 stipulation and joint motion to dismiss which I'll
20 file on E-docket either this afternoon or tomorrow.

21 JUDGE MORAN: Okay.

22 MR. LEWIS: I have one question.

1 JUDGE MORAN: Sure.

2 MR. LEWIS: When I close out my services with
3 Pioneer, I don't know if I'm going to assess a
4 penalty on that.

5 Will AT&T be willing to take care of
6 that?

7 MR. HUTTENHOWER: I imagine so. I don't think
8 it's a huge amount of money.

9 MR. LEWIS: Okay. Good.

10 MR. HUTTENHOWER: Let me know because I have no
11 idea what Pioneer might do.

12 MR. LEWIS: I'll check.

13 JUDGE MORAN: And I certainly have no
14 jurisdiction over Pioneer.

15 Okay. I'm glad the parties were able
16 to work out a resolution to this matter. I will
17 await the filing of the stipulation and motion to
18 dismiss and present a dismissal order to the
19 Commission on that. Okay.

20 MR. LEWIS: Thank you.

21 JUDGE MORAN: Thank you. And I'm glad
22 everybody made the extra effort to work things out.

1 That's always the best.

2 This can be marked heard and taken.

3 HEARD AND TAKEN.

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