

2011 SEP 13 P 2: 56

30 August 2011

Public

CHIEF CLERK'S OFFICE

Affidavit

I, under penalty of perjury, state these facts to be true.

1. AT&T and its predecessor, Ameritech, for more than a 10 years without warning turned off my telephone service before several holidays and did not turn it on again until after the holiday. The last discontinuance began on December 28, 2010 and lasted until January 2, 2011. When I was forced to use a public telephone, my wallet was stolen, resulting in, among other things, the loss of money and identification; fraudulent charges on my debit card; and the inability of former co-workers to inform me of a hastily arranged church memorial service for my dearest friend before her body was shipped back to her home state for funeral and burial.
2. In a letter dated Monday January 10, 2011 to the Consumer Protection Division of the Illinois Attorney General's Office, attached here, AT&T states several untruths:
 - a. It says that service was restored on 12/29/10 when the ticket was left. (The attached repair ticket contradicts this. It is dated 12/30/10, 4:15 P.M.)
 - b. It says that the repair could not be completed because the serviceman was unable to gain access to the interior of my home. (Yet, I was not home when the repair was subsequently made on January 2, 2011.)
 - c. The customer misused equipment. (AT&T never informed me in any way for the four decades I spent with them that I misused equipment. If I unwittingly did so, I would have stopped. My parents' use of Illinois Bell Telephone and my own would be more than 60 years.
 - d. AT&T says I was educated. (Not a word has ever been written or spoken to me of such an education: When? Where? By whom?)
3. In another letter to the above, also attached, dated Thursday February 3, 2011, 9:53 A.M., AT&T says that it made two attempts to contact me regarding my complaint, but I failed to return the calls. AT&T, therefore, closed the case. Extreme weather conditions prevented my making or retrieving many telephone calls. With friends I had driven to Florida on January 27, 2011 and had returned from there by train February 12, 2011. I did not know until I arrived home of the two calls from AT&T. According to my answering machine, Caller ID, and the letter, they were both made the morning of February 3, 2011, only minutes apart, and my case closed before 10:00 A.M., AT&T waiting less than an hour for a response.

4. AT&T argues that I may be seeking a remedy barred by the terms of the AT&T tariff. This language is vague. If I may be, then I also may not be. Having made the conditional statement, AT&T proceeds to argue as if it were an absolute one. Rules of law are then garnered to bolster a nebulous allegation. AT&T says the tariff limits its liability for service errors. This begs the question because it suggests my phone stoppage was due to service errors when the pattern here and elsewhere shows otherwise. My complaint is not an out-of-service one. It is a deliberate shut-off one.
5. AT&T asks for dismissal because the allegations do not give enough information so it may prepare its defense. They say they should not be required to search through 10 years of records for my case. Attached is a letter from the Citizens Utility Board (CUB), dated January 7, 2008 which mentions my loss of service 12/28/07 and 1/7/07 and the on-going nature of the problem. CUB said its Telecom Department did not keep files and shredded them after 3 months. Also included is a letter from the Illinois Commerce Commission (ICC) dated 1/8/08 which refers to the 10 year span of my telephone service interruptions. It was unable to provide other documentation because typically I went to the office, reopened after the holiday, and spoke to a representative by phone who could do nothing because by then my service would have been restored. On a few of my city's document shredding day I thoughtlessly destroyed AT&T papers along with others. They cannot be offered in evidence, but the reply to my complaints in letters from CUB and ICC both refer to the more than ten-year period.

Argument

1. AT&T says that in the Commission's 2-page pre-printed form I fail to identify a legally cognizable basis for my claims which have information about specific relief sought and the rule of law to support it; the one I cite is insufficient. (The space constraints of the Commission's 2-page pre-printed form dictated that I be concise and allowed no room for delineation. Because I have no background in law and can neither afford nor find legal assistance even for a nominal fee, I have trouble comprehending and retaining salient points of the statutes in The State of Illinois Commerce Commission 83 Illinois Administrative Code Part 200 Rules of Practice Effective Date September 1, 2000, the scope and depth of which is daunting to me, a layman. When I went to the Chicago office of ICC for help, a representative there suggested I use the rule cited. My case should not be dismissed because I err in comprehending and citing rules of law for which I have no professional training. I should be allowed to seek further help or told where to find it. It is false to say I admit my service interruptions were due to technical problems. I do not.)

research or understand fully the perimeters of authority granted to the ICC concerning AT&T. AT&T, however, is unjustly enriched at my expense by cutting off my service to conserve energy and manpower during peak holiday periods, when consumer usage is high and work staff low.)

Conclusion

I ask that AT&T be required to search through all 10 years of records instead of sending those to match the years I mentioned available to me at the last Pre-Conference Hearing. They have the means, documents, and staff to do so. I am a woman living alone, a 71 year-old retired school teacher senior citizen subsisting on a pension, with marked arthritis of the spinal chord and cervix. [REDACTED]. Whenever AT&T cut my service, they put me at extreme risk to my health and safety, rendering my house alarm useless and making it impossible for me to either call for help or to receive it in an emergency. AT&T had a legal and binding contract with me as a consumer and referred to the contract often when discussing various phone plans. It broke that contract with me repeatedly and without warning.

With regards,

[REDACTED]
[REDACTED]