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Issues for review:

- 1) Parole evidence rule
- 2) (815 ILCS 505/) Consumer Fraud and Deceptive Business Practice Act, et seq
- 3) Detrimental Reliance
- 4) Uniform Commercial Code
- 5) Slamming
- 6) Bait and Switch
- 7) Unauthorized service

Informal Complaint Nos. IL 1203254; 1002-2012; and 3167-2011 are incorporated into by reference.

1. Pursuant to the Parole evidence rule, the terms of the agreement between AT&T and me are limited to the website's document generated at the point of purchase which reflect AT&T's Consumer Choice Plus package. That package included access areas A, B & C with an approximate distance of 0 - 15 miles for access areas A & B. However, AT&T's Website is silent on the distance for access area C. For that reason, it can be construed that the distance for access area C is unlimited. Consequently, I have filed numerous complaints regarding AT&T's billing practices. Therefore, AT & T had notice that I believed that access area C covered any distance beyond the access areas A & B. After numerous conversations with agents of AT&T, I was given conflicting information regarding the access areas. One representative told me that I needed a local toll calling service in order to have access area C. My response was that is bait and switch if I have to pick up an additional service in order to have access area C when it is included in my package. I was then told if I choose AT & T for local toll calling for access area C there would be no additional charge. For the aforementioned reasons it appears as if AT & T engaged in a deceptive business practice.

***(815 ILCS 505/2) Consumer Fraud and Deceptive Business Practice Act***

2. Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment.... AT & T gave me misleading and inaccurate information about the service offered in the Consumer Choice Plus package.
3. AT& T whether intentionally or unintentionally committed fraud. **Fraud-** a false representation of a matter of fact—whether by words or by conduct, by false or misleading allegations, or by concealment of what should have been disclosed—that deceives and is intended to deceive another so that the individual will act upon it to her or his legal injury. AT& T's action further caused harm and injury to me via Detrimental Reliance. I relied on the information provided at the point of purchase.

Per the Uniform Commercial Code, the course of performance that I demonstrated clearly shows that I operated under the premise that my telephone bill would be \$19.70 plus taxes for access areas A, B & C. If AT & T resold my service to another company, the transaction was unauthorized.

#### **Uniform Commercial Code - Sales:**

4. **§ 2-202. Final Expression in a Record: Parol or Extrinsic Evidence.**

(1) Terms with respect to which the confirmatory records of the parties agree or which are otherwise set forth in a record intended by the parties as a final expression of their agreement with respect to such terms as are included therein may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement but may be supplemented by evidence of:

5. **§ 1-303. Course of Performance, Course of Dealing, and Usage of Trade.**

(a) A "course of performance" is a sequence of conduct between the parties to a particular transaction that exists if: (1) the agreement of the parties with respect to the transaction involves repeated occasions for performance by a party; and (2) the other party, with knowledge of the nature of the performance and opportunity for objection to it, accepts the performance or acquiesces in it without objection. The record speaks for itself. At no time did I acquiesce.

6. I have had billing disputes with AT & T before where 1) AT & T billed me for over 15 months for service done on the exterior of my house. Representatives kept telling me they removed the charges but the computer kept picking the charge up and assessing it to my bill. ICC Track No. 3478-2010. In another ICC complaint with Track No. 0219-2011, AT & T continued to bill me after I have requested termination of my internet service and I had acquired internet service through CLEAR. Thus, I further assumed that this was AT & T doing what they do and that is shoddy billing practices. AT & T has continued to bill me in the past when the bill was in dispute. AT & T blocked me out of my email account before when the bill had been paid. Therefore, they have the technology to block and restrict service according the consumer's package.

#### **Slamming**

7. I never agreed for my service to be resold to any other company. Based on what AT& T representative communicated to me in the beginning, as long as I kept AT&T for local service and local toll service my bill would be based on the \$19.70 plus tax for access areas A, B & C. Since the term slamming refers to any change in a customer's preferred provider(s) of telephone services. I assume I have been slammed since AT&T sent me a booklet which indicated "Services Added (708) 862-7270 Change to Reseller Charge." There is no date in the booklet to indicate when it was done. Moreover, the term slamming state:

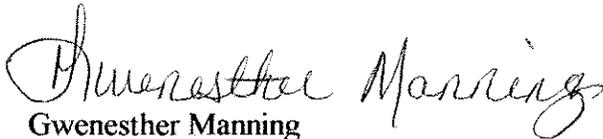
Illinois consumers may pre-select companies for all three types of available wire-line phone services: local, intra- LATA (also known as "local toll") and inter-LATA (also known as "long distance"). A slam occurs when one or any combination of these pre-selected services is changed to another company without the consumer's consent or authorization.

8. I reiterate in the strongest possible language, I did not authorize AT & T to resell my service.
9. Cell phone companies let you know when you are roaming outside of your calling area. AT & T has the capability to limit consumers' service within their access areas. A charge of \$449.23 for a land line is astronomical and goes beyond being reasonable and in the best interest of the public.

**Unauthorized Service**

10. The Consumer Choice Plus plan that I selected is silent on the area C coverage; thus, any service provided outside of the perimeter of the agreed upon area was unauthorized.
11. **Remedy:**
  - A) AT& T should dismiss all charges they are currently billing me for;
  - B) AT& T should be ordered to change its website to reflect the price for each access area and to state with specificity the exact distance access area C cover at the point of purchase.
  - C) AT& T should further be ordered to cease with the practice of hidden requirements for service plans offered.
  - D) AT& T should be ordered to either block service beyond the service plan area offered to the consumer, or beep to let the consumer know when he/she is calling outside of their local access service areas to prevent detrimental reliance.

Respectfully submitted by:

  
Gwenesther Manning

June 22, 2012



## Consumer's Choice Plus

Add to Cart

A phone line with unlimited local calling and your choice of two calling features.

Consumer's Choice Plus offers a residential phone line, two custom calling features, and unlimited local calling on a flat rate basis or with unlimited Band A and B calls (approx. 0.15 minutes) for a monthly fee.

### Pricing

| Access Area   | Term      | Price   |
|---|-----------|---------|
| Price varies from \$16.00 to \$19.70 depending on Access Area (Access Area A = \$16.00, Access Area B = \$19.00, Access Area C = \$19.70) | per month | \$19.70 |

If you have questions about the plan, please call 1-800-582-0713 (50 states) (special customers call 1-877-677-3204).

### What will it do for me?

**Combination Savings** - Allows you to combine a primary residential phone line with unlimited local calling and your choice of two calling features for a monthly fee.

**Customer Choice Package** - Choose two of our most popular calling features based on your individual needs. You can choose different features for each line.

**Caller ID with Name** - Provides a visual display of the phone number and name of the caller.

**Call Waiting** - Alerts you to another call while on the phone.

**Call Forwarding** - Automatically forwards your calls when you want to.

**Three-Way Calling** - Connects you to two other numbers at the same time.

**\*69 Automatic Call Back** - Calls back the last incoming number.

**Repeat Dialing** - Retracks a busy number so you do not have to and alerts you when that number is available.

**Speed Calling 8** - Shortcut for eight frequently dialed numbers.

**Unified Messaging (voice mail) with Voice Mail Features package** - Answers your calls and takes messages when you cannot.

### Availability

This product is available in your area.

### Requirements

There are no special requirements for ordering this product.

Proper display equipment required for Caller ID with Name.

If you are an existing AT&T customer and subscribe to a bundle or package of services, substituting this local service option for your existing service may affect other components of the bundle or package, particularly if it includes unlimited long distance calling. Prices for some services may be higher and you may need to choose a new long distance plan. If you have questions, you may want to contact an AT&T service representative at 1-800-288-2020 before completing this order online.

Prices do not include other applicable charges, such as taxes and surcharges, which may vary by location. Prices vary by service area. Your final rate will be sent to you after your service has been connected. To retain your assets and, please call 1-800-288-2020.

\* This is not a bill. \*

### SUMMARY

The following is an itemized list of the changes you requested to your AT&T account. Unless otherwise requested at the time of order, changes are usually activated within 7-10 business days of your order/request date. Please confirm that this list is accurate, and call us if there are any discrepancies.

#### SERVICES ADDED:

(708) 862-7270  
CHANGE TO RESELLER CHARGE

#### SERVICES REMOVED:

(708) 862-7270  
THREE WAY CALLING

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### BILLING INFORMATION AND PAYMENT OPTIONS

For more information about your bill, as well as billing and payment options, please visit [att.com/billingbasics](http://att.com/billingbasics) where you will find a Billing Basics Interactive Guide and links to other valuable information. Take a tour or view a sample bill to understand the different charges that may appear on your monthly phone bill.

## user guide

Helpful information on how to use some of your new products and services.

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### ■ HOW TO USE CALL WAITING ■

With Call Waiting, you can put one call on hold while you answer a new one.

- To switch from one call to another, simply press the hang up or flash button.
- To turn off Call Waiting before a call, press **\*70**.
- After the call, Call Waiting will be automatically restored.