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1 (Respondent Exhibit Nos. 7
2 through 9 marked
3 as requested.)

4 ADMINISTRATIVE LAW JUDGE HAYNES: Pursuant to the
5 direction of the Illinois Commerce Commission, I now
6 call Docket 14-0129. This is the complaint of Mary
7 Weathersby vs. AT&T, Illinois Bell Telephone Company.

8 Ms. Weathersby, may I have your name and
9 address for the record, please?

10 MS. WEATHERSBY: Mary Weathersby. I live at
11 7144 South Jeffery Boulevard, and I am in
12 Apartment 5-A. And that will be Chicago, Illinois
13 60649.

14 ADMINISTRATIVE LAW JUDGE HAYNES: Thank you.

15 Mr. Huttenhower?

16 MR. HUTTENHOWER: James Huttenhower,
17 H U T T E N H O W E R, appearing on behalf of Illinois
18 Bell Telephone, 225 West Randolph Street, Suite 25-D,
19 Chicago, Illinois 60606.

20 ADMINISTRATIVE LAW JUDGE HAYNES: Thank you.

21 We are continuing the evidentiary hearing
22 today. And before we move on with where we left off,
23 which was the middle of the testimony of Ms. Jacobs, I
24 reviewed the transcript from the last evidentiary
25 hearing and with respect to Complainant's Exhibit 2 I

1 realized that Ms. Weathersby asked for it -- asked for
2 it to be put into the record and Mr. Huttenhower said
3 the Company did not object; however, I never actually
4 said it was admitted into the record, so at this point
5 I'm going to admit Complainant's Exhibit 2.

6 And then with respect to AT&T Exhibits 4 and
7 6 these were -- are the documents that were described
8 as the Company's guidebook and the Company asked that I
9 take administrative notice of the guidebook, but I
10 think that just because I'm not familiar with this I'm
11 going to -- I think that they should be put into the
12 record, but -- Ms. Weathersby, so this changed in May
13 of 2014.

14 And, Ms. Weathersby, did you object to
15 putting the guidebook, AT&T Exhibits 4 and 6, into the
16 record?

17 MS. WEATHERSBY: Yes, I do. I object.

18 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. And what
19 is the basis for putting these 2014 documents into the
20 record?

21 MS. WEATHERSBY: Because like Mr. Huttenhower just
22 stated that it only came in effect in 2014 and this
23 issue that we're dealing with goes off into '14, but --
24 however the last tariff that they should have submitted
25 to the ICC in order to increase the post of rate

1 increase is -- was in 2013. So this guidebook don't
2 reach back there. It's not covering anything that
3 happened prior to 2014.

4 ADMINISTRATIVE LAW JUDGE HAYNES: Okay.

5 Mr. Huttenhower?

6 MR. HUTTENHOWER: Well, we had previously
7 submitted and you had admitted our tariff pages
8 covering the services at issue that are tariffed and
9 since -- well, now we're in June, but at the time of
10 the original hearing we were in May. The tariff
11 basically was withdrawn as of the end of April, and to
12 the extent we wanted to establish our basis for billing
13 things at certain prices those prices are now found in
14 the guidebook where previously they were found in the
15 tariff.

16 I will agree with Ms. Weathersby to the
17 extent that the prices didn't change between April 30th
18 and May 1st so that in that sense I guess the guidebook
19 is not providing, you know, information about a price
20 change, but it's simply the support for the price we
21 did include on her May bill.

22 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. So AT&T
23 Exhibits 4 and 6 are only being offered to support the
24 prices on her May 2014 bill?

25 MR. HUTTENHOWER: Yes.

1 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. With that
2 clarification, Ms. Weathersby, do you still have a
3 problem they're not -- do you still have an objection?

4 They're not trying to say that these
5 guidebooks are retroactive. They've only provided them
6 to explain the charges on your May 2014 bill.

7 MS. WEATHERSBY: Well, we haven't even got into
8 the May.

9 What Ms. Weathersby needs to know is what is
10 the tariff for them to raise the rates in 2013 --
11 December 2013 --

12 ADMINISTRATIVE LAW JUDGE HAYNES: Okay.

13 MS. WEATHERSBY: -- so that would cover in a
14 tariff. The guidebook won't cover that.

15 So the issue with the May bills would have
16 to be something calculated into the old charges and
17 that tariff -- that guidebook is not covering the
18 tariff of the increase.

19 ADMINISTRATIVE LAW JUDGE HAYNES: Right. Okay.
20 Well, I think that just so the record's clear I'm going
21 to get -- I'm going to allow AT&T Exhibits 4 and 6 into
22 the record and with the clarification that they're only
23 used for the prices in effect in May of 2014, for
24 whatever that's worth.

25 Okay. Was there anything else from the last

1 hearing that needs to be clarified before we move
2 forward?

3 MR. HUTTENHOWER: Well, actually two things. One
4 other thing which was exhibit related was the status of
5 AT&T Exhibit 2, the big collection of bills for
6 Ms. Weathersby from December 2009 through May of 2014.
7 They were identified by -- on the record at our last
8 session and then you directed AT&T to file them
9 electronically because it was such a big pile of paper,
10 which we did file on e-Docket on June 11th, and I don't
11 know that there was any -- because Ms. Weathersby had
12 not had an opportunity to examine the bills and we knew
13 we were coming back I provided her with a copy of the
14 bills at the end of May, and then I think the idea was
15 we would discuss whether they should be admitted today.

16 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. I see
17 from my notes AT&T Exhibit 2 I deferred ruling on it in
18 order to give Ms. Weathersby an opportunity to review
19 the package of bills.

20 So Mr. Huttenhower -- the Company wants this
21 entire Exhibit 2 admitted into the record.

22 MR. HUTTENHOWER: I guess because the -- those
23 bills are the basis for a lot of the information in a
24 chart that my witness is going to discuss today I
25 wanted to have the bills -- at least the opportunity

1 for the bills to be admitted into the record in case
2 there were questions about some of the information in
3 the chart.

4 ADMINISTRATIVE LAW JUDGE HAYNES: Okay.

5 Ms. Weathersby, do you object to having
6 AT&T Exhibit 2, which is the large package of all of
7 your bills over the years?

8 Do you object to having those bills put into
9 the record?

10 MS. WEATHERSBY: Not at all.

11 As a matter of fact, to help assist whatever
12 point he's trying to bring home here, I found some of
13 my old 2007 and 2008 and he can also have a copy of
14 those, if he wish. I will be glad to let this go into
15 the court (indicating) because I did have a chance to
16 go through every last one of them and the only thing I
17 saw in there that would support my claim so I'd be more
18 than happy to allow those in.

19 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. So
20 AT&T Exhibit 2 as filed on e-Docket is admitted into
21 the record.

22 MR. HUTTENHOWER: Thank you, your Honor.

23 Then there was one other, I'll say, loose
24 end from -- from the prior hearing, and I think to deal
25 with that, however, we probably need to have my witness

1 be sworn in and, you know, be ready to testify again.

2 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. So please
3 raise your right hand.

4 (Witness sworn.)

5 ADMINISTRATIVE LAW JUDGE HAYNES: Thank you.

6 MR. HUTTENHOWER: Would you prefer -- This time we
7 have a chair up there (indicating). Would you prefer
8 that she be in the witness box or not?

9 ADMINISTRATIVE LAW JUDGE HAYNES: It doesn't
10 matter.

11 MR. HUTTENHOWER: Okay. All right.

12 WHEREUPON:

13 BARBARA JACOBS,
14 called as a witness herein, having been first duly
15 sworn, was examined and testified as follows:

16 DIRECT EXAMINATION
(continued)

17 BY MR. HUTTENHOWER:

18 Q. Ms. Jacobs, please introduce yourself again.

19 A. I'm Barbara Jacobs. I work for AT&T at
20 225 West Randolph, Suite 27-C, zip code 60606.

21 Q. Okay. Now --

22 MS. WEATHERSBY: I'm having -- Excuse me. I'm
23 having a problem hearing her.

24 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. Then for
25 that reason maybe you two would talk louder if you two

1 were across the room from each other.

2 (Brief pause.)

3 BY MR. HUTTENHOWER:

4 Q. Okay. The first thing I want to do is try
5 and clear up the loose end from the last hearing. And
6 I'm going to hand you a copy of what had been admitted
7 as Ms. Weathersby's Exhibit 1 in May, and I just would
8 ask you to look at the first page of that exhibit. And
9 in particular I want you to look at the right-hand
10 column on the first page of Exhibit 1, which shows a
11 price for the All-Distance Package billed that month to
12 Ms. Weathersby.

13 ADMINISTRATIVE LAW JUDGE HAYNES: I'm sorry.
14 Before you answer can you -- can you state on the
15 record why we're doing this?

16 BY MR. HUTTENHOWER:

17 Q. Okay. The reason, Barb, that I'm going over
18 this with you again is the transcript from the hearing
19 at the end of May appears to contain a typographical
20 error because your testimony -- you testify about a
21 price for All-Distance and then you testify about the
22 prices of pieces of All-Distance, and one of the prices
23 is higher than the price of the total package so there
24 seems to be something wrong.

25 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. Thank

1 you.

2 BY THE WITNESS:

3 A. Okay.

4 Q. So do you find a price for the All-Distance
5 Package on that bill?

6 A. Yes. It's \$40.

7 Q. And are you able to tell what components go
8 into that price or what dollar amounts add up to the
9 \$40?

10 A. Yes. It would be \$26 for the local service
11 part of the package, \$9 for the long distance part of
12 the package, and \$5 for LINE-BACKER.

13 Q. All right. Thank you. Let me sort of give
14 you two things so that you'll have them available.

15 The first I'll represent to you is a copy of
16 AT&T Exhibit 2, the pile of bills for three -- four
17 years that was just admitted. So I'll just leave this
18 next to you in case you need to refer to it.

19 A. Okay.

20 Q. The other thing I wanted to provide to you
21 is what the court reporter has already marked as
22 AT&T Exhibit 7. This is a summary chart that relates
23 to the bills.

24 And, Ms. Weathersby, I had provided you with
25 a copy of that at the end of the hearing in May so that

1 you could look it over. I don't know if you have a
2 copy of it with you now. If not I can give you another
3 copy of it.

4 MS. WEATHERSBY: This is my bill that ended when?

5 MR. HUTTENHOWER: This is a chart that was
6 prepared based on information from your bills. I'm not
7 seeing it on your desk, but I don't --

8 MS. WEATHERSBY: I don't -- I -- I got -- I got
9 just the top sheet of that. I didn't bring it because
10 when it's time for me to speak on that you would
11 understand why I felt it wasn't necessary to bring it,
12 but if you can put it -- you can put another copy here
13 if you wish to.

14 ADMINISTRATIVE LAW JUDGE HAYNES: Did you have an
15 opportunity to -- Ms. Weathersby, did you have an
16 opportunity --

17 MR. HUTTENHOWER: Here (tendering).

18 ADMINISTRATIVE LAW JUDGE HAYNES: -- to review
19 this chart?

20 MS. WEATHERSBY: Yes, I did.

21 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. Thank
22 you.

23 MR. HUTTENHOWER: All right. Now, had I given you
24 a chart, Judge?

25 ADMINISTRATIVE LAW JUDGE HAYNES: I do not have

1 copies of charts.

2 MR. HUTTENHOWER: Okay. The court reporter has
3 stamped one copy.

4 ADMINISTRATIVE LAW JUDGE HAYNES: Okay.

5 MR. HUTTENHOWER: I don't know if you want that
6 one or one that just has an exhibit label on it.

7 ADMINISTRATIVE LAW JUDGE HAYNES: I just want one
8 for me so I can scribble on it.

9 BY MR. HUTTENHOWER:

10 Q. Okay. And, Barb, I'll hand you a copy as
11 well. Here (tendering). Okay?

12 So, Barb, you now have in front of you
13 what's been marked as AT&T Exhibit 7. Could you
14 describe in general terms what it is?

15 A. Yes. This is a chart that describes how
16 Ms. Weathersby was billed from December of 2009 through
17 May of 2014.

18 Q. Okay. And where did the information in the
19 chart come from?

20 A. From the bills.

21 Q. And any other sources?

22 A. From company records.

23 Q. Okay. Including the tariff and guidebook
24 information?

25 A. Tariff. Guidebook is the support for that.

1 Also confirmation letters and also various
2 bill messages that were on the bills.

3 Q. Okay. Who prepared Exhibit 7?

4 A. I did.

5 Q. And I see that the chart has six different
6 columns. Could you explain what the -- what sorts of
7 information each column was capturing?

8 A. Yes. The first column shows the date of the
9 bill. The second column shows the All-Distance Package
10 that the customer subscribes to. The next column is
11 the price for the package. The next column shows the
12 component prices that make up the price of the package.
13 The following column shows whether or not there are any
14 promotional discounts applied to the -- to the charges.
15 And the final column describes customer notice.

16 Q. Okay. Now, I notice that the second column
17 that you said is the type of All-Distance the customer
18 has. The heading has some, I guess, abbreviation USOC?

19 A. Yes.

20 Q. What does -- What does that represent?

21 A. It's an acronym that describes the billing
22 code that describes the package on our billing system.

23 Q. Okay. And using the first row as an example
24 if you could just sort of go across and explain the --
25 you know, the types of information.

1 A. For December of 2009 the package subscribed
2 to was BPAAD just triple/quad. The price was \$35. The
3 component prices were \$26 for the local service
4 portion, \$5 for LINE-BACKER, and \$4 for unlimited
5 nationwide calling. And then voicemail was included in
6 that package.

7 Q. Okay.

8 A. There were no promotional discounts, and
9 there's nothing in the customer notice column.

10 Q. All right. Now what I notice that there's
11 some shading sometimes in some of the boxes on the
12 chart. What's the significance of that?

13 A. That shows when there was a change in the
14 package or a change in the price.

15 Q. All right. Now, does the information on
16 AT&T Exhibit 7 accurately summarize information in
17 AT&T's billing records and tariffs and from
18 confirmation letters from December 2009 through May of
19 2014 regarding the total amounts Ms. Weathersby was
20 billed each month for All-Distance?

21 A. Yes.

22 MR. HUTTENHOWER: At this time I'd like to move
23 for admission of this chart.

24 ADMINISTRATIVE LAW JUDGE HAYNES: Ms. Weathersby,
25 do you object to admitting this chart into the record?

1 MS. WEATHERSBY: Yes, I do. And I have prepared a
2 written statement. Would it be okay for her to read it
3 or do I need to?

4 ADMINISTRATIVE LAW JUDGE HAYNES: That -- That's
5 fine with me.

6 Is that fine with you, Mr. Huttenhower?

7 MR. HUTTENHOWER: Yeah. It looks short from what
8 I can see across the room.

9 ADMINISTRATIVE LAW JUDGE HAYNES: Okay.

10 MS. FIGUEROA: "Mary Weathersby, Case No. 14-0129,
11 Illinois Bell Telephone Company, AT&T.

12 "In viewing the seven-page document that
13 gives a breakdown of my All-Distance Package it doesn't
14 give an example on why the rates were increased without
15 notice. I am asking the Courts to please not allow
16 this document to be submitted into the records."

17 MS. WEATHERSBY: And can I add a little bit more
18 to that?

19 ADMINISTRATIVE LAW JUDGE HAYNES: Uh-huh.

20 MS. WEATHERSBY: What Ms. Jacobs just -- What
21 Mr. Huttenhower just had Ms. Jacobs to break down this
22 would be very helpful if Ms. Weathersby had applied for
23 a job with this job title on how to read and code --
24 decode the codes. It would be very helpful if that was
25 the case, but being that when I receive my bill I'm

1 only seeing All-Distance Package with all the
2 components in that package so this is useless to me and
3 I'm asking the Court again not to allow it. It's a
4 waste of the Court's time.

5 If the Court has to review all of this it's
6 a waste of time. It has nothing to do -- Again it has
7 nothing to do with why they went in there and raised my
8 All-Distance Package for 2010 and 2011 without a notice
9 in News You Can Use on the rate increases.

10 ADMINISTRATIVE LAW JUDGE HAYNES: Ms. Jacobs, does
11 this chart -- this is every bill -- right? -- for years
12 on this chart?

13 THE WITNESS: From May -- Or from December of '09
14 through May of 2014, yes.

15 ADMINISTRATIVE LAW JUDGE HAYNES: And so then
16 there's the column "Customer Notice." How does this
17 chart help me at all to find when notice was sent?

18 Can I go look at one of her bills based on
19 this chart where there was something notifying her of
20 rate changes?

21 THE WITNESS: Where there was a bill message is
22 identified on this chart and also where there was an
23 order confirmation is identified. And the order
24 confirmations are separate documents so they would not
25 be on the bill.

1 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. So on
2 this chart where is it -- where does it state there was
3 something put in the bill and then direct me to the
4 bill in AT&T Exhibit 2 where I would be able to find
5 the corresponding bill notice?

6 THE WITNESS: Okay. Yes. On the March 2010 line,
7 the column "Customer Notice" shows that there was a
8 February 2010 bill message that described a \$5 increase
9 due to long distance plan increase and that would be on
10 the February 2010 bill.

11 ADMINISTRATIVE LAW JUDGE HAYNES: So that would be
12 in AT&T Exhibit 2?

13 THE WITNESS: Yes.

14 ADMINISTRATIVE LAW JUDGE HAYNES: So this is
15 going -- Oh, date of bill March 10th.

16 MR. HUTTENHOWER: Her bill date is March 1st.

17 ADMINISTRATIVE LAW JUDGE HAYNES: Oh, that's the
18 year. Okay.

19 Mr. Huttenhower, you could have at least
20 double-sided the very large exhibit.

21 Okay. So AT&T Exhibit 2 I have the
22 March 1st, 2010 bill. And where am I going to see this
23 notice?

24 THE WITNESS: You would go to the February bill --

25 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. I go to

1 the February bill.

2 THE WITNESS: -- and then the "News You Can Use"
3 section towards the end.

4 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. So I'm on
5 the February 1, 2010 bill, News You Can Use, page 4
6 of 4 of that bill.

7 Do you have it in front of you because I
8 don't see anything about a rate increase there?

9 THE WITNESS: Okay.

10 ADMINISTRATIVE LAW JUDGE HAYNES: But I may be
11 missing it.

12 (Brief pause.)

13 ADMINISTRATIVE LAW JUDGE HAYNES: So it's under
14 plan change. I found it.

15 Okay. So can you tell me on this page 4
16 of 4 of the February 1st, 2010 bill where I'm supposed
17 to look for this bill message?

18 THE WITNESS: Yes. Under plan change it says
19 effective February 23rd, 2010 the rate for All-Distance
20 and All-Distance with U-verse will increase from 30 to
21 \$35 as a result of the long distance plan increase.

22 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. So that
23 says 30 to 35 and then when I go to the March bill
24 there's no 30 or 35 on her bill and then when I look at
25 your thing there's no 30 or 35. You have a price of

1 45. So please explain this to me.

2 THE WITNESS: Okay. That's because not all
3 customers with All-Distance subscribe to LINE-BACKER or
4 voicemail. So those customers that don't subscribe to
5 those would have paid \$10 less at the time because
6 voicemail was \$5 and LINE-BACKER was \$5 at that time.

7 ADMINISTRATIVE LAW JUDGE HAYNES: So --

8 THE WITNESS: So the bill message goes to all
9 customers that have All-Distance and All-Distance with
10 U-verse. If they didn't subscribe to voicemail and
11 LINE-BACKER their price on their bill would be \$10
12 less. So 45 minus 10 would be 35.

13 ADMINISTRATIVE LAW JUDGE HAYNES: And so included
14 in the \$35 what two price components make up the \$35?

15 THE WITNESS: The local service package and the
16 long distance plan.

17 ADMINISTRATIVE LAW JUDGE HAYNES: So what you've
18 marked on your chart is what you're calling Complete
19 Choice Enhanced and Unlimited Nationwide Calling
20 Advantage 4?

21 THE WITNESS: Yes. \$26 plus 9 would be 35.

22 ADMINISTRATIVE LAW JUDGE HAYNES: So when there's
23 a price increase notice in the "News You Can Use" it is
24 only for those two components of her --

25 THE WITNESS: At this time, yes. On this

1 particular notice.

2 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. So where
3 is that different then?

4 THE WITNESS: Later notices we would show just
5 that there was a \$2 increase, for example, or
6 \$1 increase as opposed to showing the previous rate and
7 the new rate.

8 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. Give me
9 an example on your chart on where I find it in
10 AT&T Exhibit 2?

11 MR. HUTTENHOWER: Judge, this is in some sense
12 anticipating the sort of testimony that I hope to
13 elicit from Ms. Jacobs.

14 ADMINISTRATIVE LAW JUDGE HAYNES: Okay.

15 MR. HUTTENHOWER: I'm happy to allow you to --

16 ADMINISTRATIVE LAW JUDGE HAYNES: No. You can go
17 ahead.

18 I guess then my point is I can't admit this
19 at this point because I'm not getting -- it wasn't
20 clear to me what help this was.

21 So go ahead.

22 THE WITNESS: Okay.

23 BY MR. HUTTENHOWER:

24 Q. Okay. So I guess -- Okay.

25 Ms. Jacobs, you've already gone through the

1 December 2009 bill, which was our starting point,
2 explained where that price came from.

3 Now, when did the price for Ms. Weathersby's
4 service change after -- first change after
5 December 2009?

6 A. In January 2010's bill it went to \$40.

7 Q. Do you know why the price change?

8 A. The package changed from triple/quad to
9 double/quad.

10 Q. And do you know why the package changed?

11 A. Yes. As I recall, the services that
12 Ms. Weathersby subscribed to didn't include a high
13 enough Internet speed to qualify for the triple/quad so
14 she was placed on the -- on the double package.

15 Q. And that double package was at a different
16 price?

17 A. Yes.

18 Q. Okay. Let me hand you what's been marked as
19 AT&T Exhibit 8.

20 A copy for you, Ms. Weathersby (tendering).

21 MS. WEATHERSBY: Exhibit 8?

22 MR. HUTTENHOWER: Yes.

23 A copy for the judge (tendering).

24 Ms. Weathersby, you may -- for your benefit
25 I'll explain. You may recall that at the end of our

1 session in May I provided you with copies of several
2 confirmation letters and said that I anticipated I
3 might use them when we met again in June so that you
4 would have the opportunity to review them between then
5 and now, and this is one of those letters.

6 BY MR. HUTTENHOWER:

7 Q. So, Ms. Jacobs, now that you have Exhibit 8
8 in front of you could you describe it briefly?

9 A. Yes. This is a December 14th, 2009
10 confirmation notice that says that a recent review of
11 your account indicates you no longer qualify for the
12 discounted rate on your All-Distance Package because
13 you do not subscribe to qualifying AT&T High Speed
14 Internet Plan, and then it goes on to explain what type
15 of Internet plan would have to be subscribed to in
16 order to have that discounted rate.

17 Q. And does the letter also provide information
18 about how the price would change?

19 A. Yes. It says the difference in the monthly
20 rate is \$5.

21 Q. Now, would a service change like this one
22 involve a conversation between the customer and the
23 service rep?

24 A. No. This was a case where the records were
25 reviewed -- the account records were reviewed, and it

1 was determined that the customer didn't qualify for the
2 rate that was being received so the customer was placed
3 on a qualifying package, which in this case was \$5
4 more, and the confirmation notice was sent to the
5 customer to explain that change.

6 MR. HUTTENHOWER: All right. I would ask for
7 admission of AT&T Exhibit 8 into the record.

8 ADMINISTRATIVE LAW JUDGE HAYNES: Ms. Weathersby,
9 do you object?

10 MS. WEATHERSBY: Yes, I do.

11 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. Why?

12 MS. WEATHERSBY: First of all, when you look at my
13 2009 bill All-Distance it doesn't give no indication
14 that any of those components in there were to be taken
15 out of -- there was no need to add any or one to be
16 taken out of my package.

17 Now, if anything, long distance was taken
18 out of there and billed separate it wasn't to be done.
19 Okay?

20 So I had the All-Distance Package and I had
21 unlimited long distance, unlimited local toll, and --
22 unlimited local toll in my package and you were billing
23 me at \$35.

24 ADMINISTRATIVE LAW JUDGE HAYNES: Ms. Weathersby,
25 did you get a copy of this letter?

1 MS. WEATHERSBY: No, ma'am. I sure did not.

2 And let Mr. Huttenhower know in our May
3 conversation and before the Court I let him know that I
4 didn't receive such a letter and that he was to present
5 me with a recorded conversation to where I changed my
6 package. He gives me the indication that I changed my
7 package from Advantage this to Advantage that in the
8 letter.

9 The information I was able to get from him
10 he said I changed my Advantage -- my long distance
11 package one Advantage to the other and the change would
12 indicate that I removed the unlimited long distance.
13 Either that bill it changes -- Okay.

14 Nothing on my bill never indicated that that
15 happened.

16 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. I have a
17 question for the witness.

18 So where -- where did this letter come from?

19 THE WITNESS: These are company records.

20 ADMINISTRATIVE LAW JUDGE HAYNES: And so this was
21 pulled off the computer?

22 MR. HUTTENHOWER: If I may.

23 BY MR. HUTTENHOWER:

24 Q. I mean why do we send out letters like this,
25 Barb?

1 A. We -- We send the letter to notify customers
2 either to confirm -- well, basically to confirm changes
3 to the account, and it's a routine business practice.
4 Any time a customer's account is changed the letter is
5 sent out -- it's generated and sent out by the system.

6 Q. So if an order is placed and it affects the
7 customer's service a letter like this is spit out?

8 A. Yes.

9 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. I'll
10 admit it into the record.

11 And obviously there's a dispute as to
12 whether or not Ms. Weathersby received it, however as a
13 company record I have no reason to not allow it.

14 So AT&T Exhibit 8 is admitted into the
15 record.

16 BY MR. HUTTENHOWER:

17 Q. Okay. Now returning to the chart that's
18 Exhibit 7, when is there another price change for
19 Ms. Weathersby's service?

20 A. In March of 2010 the price changed from
21 40 to \$45.

22 Q. And -- And how did that -- why did that
23 happen?

24 A. It was due to a \$5 increase in the long
25 distance plan.

1 Q. And how -- how was customer notice provided?

2 A. On the "prior bill" the customer was noticed
3 in -- as a bill message on that bill.

4 Q. By prior bill you mean what month, what
5 year?

6 A. The February 2010 bill in this case.

7 Q. All right. Now looking over your chart when
8 is next time there's a price change for
9 Ms. Weathersby's service?

10 A. In September of 2010 the customer changed
11 the package back to the double and the price was
12 reduced from 45 to \$40. A confirmation letter was sent
13 on August 12th of 2010.

14 Q. So let me provide you, Judge and
15 Ms. Weathersby, with a copy of what's -- and Ms. Jacobs
16 a copy of what's been marked as AT&T Exhibit 9 and ask
17 if you could tell me what that is.

18 A. It's the August 12th, 2010 confirmation
19 letter that describes the change to the package. It
20 shows the service removed was Unlimited Nationwide
21 Calling Advantage 3 or -- excuse me -- the service
22 added was Unlimited Nationwide Calling Advantage 3 and
23 the service removed was Unlimited Nationwide Calling
24 Advantage 4 and the monthly rate was decreased by \$5.

25 Q. Now, where do you see the description of the

1 \$5 decrease?

2 A. On the last page of the confirmation notice.

3 MR. HUTTENHOWER: All right. And I would move for
4 admission of AT&T Exhibit 9.

5 ADMINISTRATIVE LAW JUDGE HAYNES: Ms. Weathersby,
6 do you object?

7 MS. WEATHERSBY: I want to ask Ms. Jacobs, now you
8 said All-Distance Advantage 4 gives me what type of
9 package?

10 What's in that package, the Advantage 4?

11 ADMINISTRATIVE LAW JUDGE HAYNES:

12 Ms. Weathersby --

13 MS. WEATHERSBY: Yes, ma'am.

14 ADMINISTRATIVE LAW JUDGE HAYNES: -- at this point
15 the Company is asking Ms. Jacobs questions and when
16 he's done asking questions --

17 MS. WEATHERSBY: Oh.

18 ADMINISTRATIVE LAW JUDGE HAYNES: -- then you have
19 a chance.

20 So right now --

21 MS. WEATHERSBY: Well, I object. The question --
22 The answer to that I don't see what that has anything
23 to do with that. I object for that also.

24 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. Your
25 objection -- objecting that this letter doesn't have

1 anything to do with your complaint?

2 MS. WEATHERSBY: I do. I never received one -- no
3 such notification. I never received it.

4 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. Well,
5 just like the last letter then there's the question --
6 statement by the complainant that she never received
7 this, however because it is another company record I
8 will allow it into the record with the understanding
9 that Ms. Weathersby says she never received it.

10 So it's admitted, AT&T Exhibit 9.

11 BY MR. HUTTENHOWER:

12 Q. All right. Ms. Jacobs, if -- I think you
13 still have the pile of 2010 bills in front of you.

14 A. Yes.

15 Q. Now, what month did the price change
16 affected by the confirmation letter appear?

17 A. The September 2010 bill.

18 Q. So could you turn to that bill, please, and
19 explain where on the bill this -- you know, the changed
20 prices is manifested.

21 A. It's not in order in here. I'm not finding
22 it.

23 Q. Oh, sorry. Let me help you.

24 A. It's from July -- or August to October.

25 Q. Oh, great.

1 (Brief pause.)

2 MR. HUTTENHOWER: Here, I'll give you mine.

3 A. Okay.

4 Q. (Tendering.)

5 I'm sorry about that. I mistakenly assumed
6 it was -- all the packages were identical.

7 So I've handed you now the missing bill for
8 September of 2010.

9 ADMINISTRATIVE LAW JUDGE HAYNES: I have two
10 September 2010 so that might be the problem here.

11 BY MR. HUTTENHOWER:

12 Q. Okay. So I guess my question is where do
13 you see this change in price indicated?

14 A. On the September 2010 bill?

15 Q. Yes.

16 A. I see the price is \$40, which is a reduction
17 from August.

18 Q. And does the price change show up anywhere
19 else in the bill?

20 A. On the second page of the bill under
21 additions and changes to service it shows services
22 added and services removed prorated from February 18th
23 to September 1st which resulted in a \$31.34 credit.

24 Q. So you say the change in service was
25 prorated over a period of months?

1 A. Approximately six months.

2 Q. Okay. So it's -- in terms of the price the
3 plaintiff -- or that Ms. Weathersby was charged it
4 wasn't then simply that she was paying this \$40 price
5 going forward?

6 A. Well, essentially the \$31.34 credit over six
7 months would be crediting \$5 per month for the previous
8 six months which takes you back to \$40 for the time
9 period that she was billed 45 on her bill.

10 Q. All right. Thank you, Ms. Jacobs.

11 Now I think we get to move ahead awhile, but
12 when's the next time her -- according to your chart
13 that the price she was charged for All-Distance Package
14 changed?

15 A. In February of 2012 the price changed from
16 40 to \$42.

17 Q. And why did that change occur?

18 A. There was a change from 35 to \$37 that was
19 noticed on the December 2011 bill and it's because the
20 price for the local services component, Complete Choice
21 Enhanced, increased from 26 to \$28.

22 Q. Now, you said that this change was noticed
23 on the December 2011 bill. So could you pull the
24 December 2011 bill and identify where on that bill
25 there's a message that talks about a price change?

1 A. Yes. In the second column. And this will
2 be page 7 of the December 2011 bill.

3 Q. Could you speak up a little more, Barb?

4 A. Yeah.

5 There's a -- a bill message that's titled
6 "All-Distance Rate." It says effective January 5th,
7 2012 the monthly rate for All-Distance will increase
8 from 35 to 37; for more information please visit us at
9 att.com or call 1-800-288-2020.

10 Q. All right. Thank you.

11 Now, when is the next price change for
12 Ms. Weathersby's service after February 2012?

13 A. In October of 2012 the price increased from
14 42 to \$43 due to a \$1 price increase in LINE-BACKER,
15 and the notice for that price increase was on the
16 August 2012 bill.

17 Q. All right. Assuming you have a copy of the
18 August 2012 bill could you tell the judge and
19 Ms. Weathersby more specifically on the bill notice of
20 that price increase was provided?

21 A. Yes. On the first column of News You Can
22 Use to the left under inside wire services --

23 Q. Excuse me. What page of the bill is that?

24 A. This would be page 7.

25 Q. Okay. And then -- I'm sorry to have

1 interrupted you. What does the News You Can Use entry
2 say?

3 A. It says effective September 7th, 2012 the
4 rate for Complete Choice, Complete Choice Enhanced,
5 All-Distance, All-Distance Online, or All-Distance with
6 U-verse service will increase \$1 if you have
7 LINE-BACKER or in line as part of one of these
8 packages.

9 Q. All right. Thank you.

10 Now, when was the next price increase after
11 the October 2012 bill?

12 A. Well, in November of 2012 the package
13 changed again and the price for that was \$46.

14 Q. All right. And then were there any price
15 changes after November 2012?

16 A. Yes. December of 2012 the price changed
17 from 46 to \$47.

18 Q. And can you explain why that price change
19 occurred?

20 A. Yes. There was a bill message for that
21 price change to customers that had the package BPACC
22 that notified that the price was increasing from \$5 to
23 \$6 for Unified Messaging effective in November, but the
24 customer did not have the BPACC Package in October so
25 that message was not received. However, it's our

1 business practice to notify customers that are calling
2 in about changing their package of price increases
3 30 days ahead of time, so she would have been quoted
4 the \$47 rate.

5 Q. All right. Now, when does your chart
6 indicate there was another price change for the
7 All-Distance Package after December of 2012?

8 A. In February of 2013 the price increased from
9 47 to \$49. There was a bill message in the
10 November 2012 bill that indicated there was a
11 \$2 increase.

12 Q. And what was the reason for that price
13 increase -- Or what's changed?

14 A. The local service component of the package
15 Complete Choice Enhanced increased from 28 to \$30.

16 Q. And for the benefit of the judge and for
17 Ms. Weathersby you said there was a bill page message
18 towards the end of 2012.

19 Could you, you know, find that bill page
20 message and tell me what month, what page of the bill?

21 A. It's on the November 2012 bill on page 9
22 under the heading "Packages Increase" about halfway
23 down. It says effective January 3rd, 2013 the monthly
24 rate for the following packages will increase \$2,
25 Complete Choice, Enhanced All-Distance, All-Distance

1 with U-verse, and U-select 6.

2 Q. All right. And then were there any price
3 increases subsequent to February 2013?

4 A. Yes. On the February 2014 bill it shows a
5 price increase to \$51 from \$49.

6 Q. And what was the basis for that price -- or
7 the reason for that price increase?

8 A. It was an increase to the local service
9 portion of the package Complete Choice Enhanced that
10 changed from 30 to \$32. The bill message for that
11 increase was on the December 2013 bill.

12 Q. All right. And if you have the 2013 bills
13 in front of you could you, you know, say where on the
14 December 1 -- December 2013 bill this price increase is
15 described?

16 A. Yes. It's on page 8, a little more than
17 halfway down at the second column, it says "Rate
18 Notice," the monthly recurring rate will increase by \$2
19 on January 3rd, 2014 for the following packages,
20 Complete Choice, Enhanced All-Distance, All-Distance
21 Online, Personal Choice, and Sensible Solution.

22 Q. All right. Thank you.

23 I guess since you have the December bill in
24 front of you I know that there's a column in your chart
25 that's entitled "Promotional Discounts" and perhaps

1 using the December bill you could explain where on the
2 customer's bills you found that promotional
3 information.

4 A. Yes. It's under "Plans and Services" on the
5 local portion of the bill.

6 Q. So as far as the December bill was that the
7 first page of the bill?

8 A. Yes.

9 Q. And I guess if you could describe more
10 specifically where on that first page you find the
11 promotional discount information.

12 A. Under plans and services under promotions
13 and discounts it shows promotional discount for
14 December 1st of 2013 and shows a \$6 credit and also a
15 discount for promotion on unlimited nationwide calling
16 for \$5 for a total of \$11 in promotional discounts.

17 Q. And so I guess if you could say more
18 specifically on the page which -- which --

19 A. In the second column just maybe two inches
20 down.

21 Q. All right. Thank you.

22 So I don't know if I actually asked you this
23 question previously, but what is a promotional
24 discount?

25 A. Well, promotions are offered to customers to

1 provide an incentive for either subscribing to a
2 package or for staying with us as a customer and it
3 effectively lowers the price of the service, lowers
4 what they pay for the service.

5 Q. Now, were promotional discounts applied to
6 Ms. Weathersby's account at various times during the
7 period covered by the chart, you know, December 2009
8 through May 2014?

9 A. Yes.

10 Q. Now, are these promotional discounts
11 connected to particular services to which
12 Ms. Weathersby subscribed?

13 A. Well, they may or -- they may be associated
14 with the local portion of the bill, they may be
15 associated with the long distance packages that's also
16 included in the All-Distance Plan, and there could be
17 various other reasons for promotional discounts.

18 Q. And so based on the December 2000 -- Yeah.
19 Was that the bill?

20 A. December 2013.

21 Q. Can you say what services she subscribed to
22 the reasons for the promotional discount?

23 A. Well, the second one specifically says it's
24 a promotion for the unlimited nationwide calling. The
25 first one simply says it's a promotional discount for

1 December.

2 Q. Okay. Thank you.

3 Now, what's the effect of a customer getting
4 a promotional discount?

5 A. It lowers the price of the service.

6 Q. So, for example, if a customer were being
7 billed \$40 for a service, got a \$5 promotional
8 discount, the effective rate they would be paying is
9 what?

10 A. \$35.

11 Q. Now, did you analyze the effect of the
12 promotional discounts Ms. Weathersby received between
13 December 2009 and May 2014?

14 A. Yes, I did.

15 Q. And what did you determine?

16 A. That effectively the price paid was \$36.67.

17 Q. This was for the All-Distance service?

18 A. Yes.

19 MR. HUTTENHOWER: All right. Judge, at this point
20 I guess I would ask whether AT&T Exhibit 7 could be
21 admitted.

22 ADMINISTRATIVE LAW JUDGE HAYNES: Yes. Thank you.

23 And I think that with the explanation
24 provided by the witness Exhibit 7 is useful in looking
25 at the complainant's bill -- billing history.

1 So AT&T Exhibit 7 is admitted.

2 BY MR. HUTTENHOWER:

3 Q. All right. I think, Ms. Jacobs, you can
4 probably put -- put the big pile of bills aside.

5 A. Okay.

6 ADMINISTRATIVE LAW JUDGE HAYNES: I did have a
7 question about the chart.

8 MR. HUTTENHOWER: Oh. Sure.

9 ADMINISTRATIVE LAW JUDGE HAYNES: Before I move
10 on, the change in the November 2012 with the Unified
11 Message change I wasn't clear on what that meant.

12 So, yeah, the -- November 2012 all of a
13 sudden there's a charge that hadn't been part of the
14 components of her package, the Unified Messaging.

15 THE WITNESS: She changed packages in November of
16 2012. In October the package she had was BPAAC. In
17 that package voicemail is included, but in November of
18 2012 she changed to the new All-Distance bundle, which
19 is BPACC, and in that package Unified Message --
20 Unified Messaging becomes a bolt-on component.

21 ADMINISTRATIVE LAW JUDGE HAYNES: Can you explain
22 the term bolt-on?

23 THE WITNESS: You can purchase the package with or
24 without voicemail or -- or LINE-BACKER or you can
25 purchase it with them. If you purchase it without them

1 the price would be lower. If you purchase it with them
2 then the price for Unified Messaging and LINE-BACKER
3 are bolted on and therefore included in the package
4 price that's shown on the bill.

5 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. Thank
6 you.

7 BY MR. HUTTENHOWER:

8 Q. Now --

9 ADMINISTRATIVE LAW JUDGE HAYNES: Okay.

10 BY MR. HUTTENHOWER:

11 Q. -- one question related to that, and I
12 apologize to everyone if I asked this the last time,
13 what is the difference between voicemail and Unified
14 Messaging, if any?

15 A. Voicemail would be a generic term. Unified
16 Messaging is the service name as we call it today.

17 At the beginning of this time period
18 voicemail was under a different platform -- it was
19 called voicemail -- and then at a certain point in time
20 we changed to a different technology, a different
21 platform, and the name became Unified Messaging.

22 Q. When you say "platform" you mean like
23 computer software?

24 A. The computers, the software, how the service
25 is delivered.

1 Q. All right. Now the -- I guess the last
2 topic -- Oh.
3 I'm sorry, Judge. You did rule on
4 Exhibit 7?
5 ADMINISTRATIVE LAW JUDGE HAYNES: It's admitted.
6 Yes, I did.
7 MR. HUTTENHOWER: Okay. Thank you.
8 MS. WEATHERSBY: Do I have an opportunity to
9 object?
10 ADMINISTRATIVE LAW JUDGE HAYNES: I'm sorry. I
11 didn't hear you.
12 MS. WEATHERSBY: Do I have an opportunity to
13 object?
14 ADMINISTRATIVE LAW JUDGE HAYNES: To object?
15 You did object before when he first moved to
16 admit it --
17 MS. WEATHERSBY: Okay.
18 ADMINISTRATIVE LAW JUDGE HAYNES: -- and I
19 wasn't --
20 MS. WEATHERSBY: Okay.
21 ADMINISTRATIVE LAW JUDGE HAYNES: You --
22 MS. WEATHERSBY: All right. Proceed.
23 ADMINISTRATIVE LAW JUDGE HAYNES: That's fine.
24 And we -- I decided to wait until he did his
25 questioning.

1 MS. WEATHERSBY: Okay. I'll wait. I'll wait.

2 Thank you.

3 ADMINISTRATIVE LAW JUDGE HAYNES: Thank you.

4 BY MR. HUTTENHOWER:

5 Q. All right. What I'm going to hand you now
6 actually is a copy of -- Here, actually let's get some
7 of this out of the way first.

8 Okay. Was Ms. Weathersby's Exhibit 4 from
9 when we were here in May -- Ms. Weathersby, do you have
10 a copy of that with you?

11 MS. WEATHERSBY: That you mailed me?

12 MR. HUTTENHOWER: No. No. This is the exhibit
13 you introduced in May.

14 MS. WEATHERSBY: And which exhibit is that?

15 MR. HUTTENHOWER: Exhibit 4.

16 MS. WEATHERSBY: And what does that contain?

17 MR. HUTTENHOWER: That was your bill from
18 November 2013 and your neighbor's bill from
19 November 2013.

20 MS. WEATHERSBY: I've got a copy.

21 MR. HUTTENHOWER: Do you have one, Judge?

22 ADMINISTRATIVE LAW JUDGE HAYNES: I do.

23 Let's take a break while they're looking for
24 it.

25 MR. HUTTENHOWER: Okay.

1 (A recess is taken.)

2 (Respondent Exhibit No. 10

3 marked as requested.)

4 ADMINISTRATIVE LAW JUDGE HAYNES: So we're back on
5 the record.

6 BY MR. HUTTENHOWER:

7 Q. Ms. Jacobs, you now have in front of you
8 Ms. Weathersby's Exhibit 4, which I'll represent
9 includes portions of the December 2013 bill for
10 Ms. Weathersby as well as the December 2013 -- 2013
11 both years for her neighbor, and what I would ask you
12 to do is if you look at the first page of Ms.
13 Weathersby's bill, which is page 1 of Exhibit 4, and
14 compare it to the first page of her neighbor's bill,
15 which is the fourth page of Exhibit 4.

16 So if you want to take a minute and let me
17 know when you've done that.

18 (Brief pause.)

19 BY THE WITNESS:

20 A. Okay.

21 Q. Now, what differences do you notice between
22 the two bills?

23 A. Well, first of all, the billing period is
24 different. Ms. Weathersby's billing period is
25 December 1st, 2013 and the neighbor's bill is

1 November 16th, 2013.

2 Q. Okay.

3 A. There's a difference in the promotional
4 credits that are applied. Ms. Weathersby has a total
5 of \$11 in promotional credits. The neighbor's bill has
6 \$6 promotional credit.

7 And the services are different.

8 Ms. Weathersby's All-Distance Package includes
9 LINE-BACKER and Unified Messaging. The neighbor's bill
10 includes LINE-BACKER but does not include Unified
11 Messaging.

12 The long distance plans are different.
13 Ms. Weathersby's long distance plan is Unlimited
14 Nationwide Calling Plus 1. The neighbor's bill has
15 Unlimited Nationwide Calling Advantage 3.

16 The prices are different.

17 Q. All right. Thank you.

18 Now I will hand you what's been marked now
19 as AT&T Exhibit 10 and just at this point ask you to
20 identify what it is.

21 A. This is a November 2000 -- November 16th,
22 2013 bill for an All-Distance Package.

23 MR. HUTTENHOWER: And I will represent to the
24 judge that I have redacted identifying information
25 about this customer's account.

1 I will also represent that I sent
2 Ms. Weathersby a copy of this bill with a letter
3 explaining that I intended to use it as an exhibit
4 today.

5 The letter was sent in early June by
6 Priority Mail. I believe it was delivered earlier this
7 week. I also sent a copy of the letter and the bill by
8 regular U.S. Mail. I don't know whether that was
9 received.

10 ADMINISTRATIVE LAW JUDGE HAYNES: Okay.

11 MR. HUTTENHOWER: So, you know, Ms. Weathersby can
12 say whether she's had the opportunity to review it, but
13 I wanted to make it clear that I tried to get it to her
14 in advance.

15 ADMINISTRATIVE LAW JUDGE HAYNES: Okay.

16 Ms. Weathersby, did you receive that from
17 him?

18 MS. WEATHERSBY: Yes. The bill had a June the 7th
19 and I actually received it about the 17th. I got it on
20 the 17th, but I do have it in my possession and I had
21 an opportunity to review it.

22 ADMINISTRATIVE LAW JUDGE HAYNES: Okay.

23 MR. HUTTENHOWER: All right. Thank you,
24 Ms. Weathersby.

25

1 BY MR. HUTTENHOWER:

2 Q. Now that you have AT&T Exhibit 10 I would
3 ask that you compare the first page of AT&T Exhibit 10
4 with the fourth page of Ms. Weathersby's Exhibit 4.
5 And, again, all I want you to do is focus on the
6 description and pricing for the All-Distance service on
7 the two bills.

8 (Brief pause.)

9 BY THE WITNESS:

10 A. Line by line they're the same.

11 Q. I'm sorry?

12 A. Line by line they're the same. It's
13 All-Distance and all of the components listed on both
14 the November 16th, 2013 bill and the December 16th,
15 2013 bill are the same.

16 Q. And is the price the same?

17 A. The price is the same as well.

18 Q. Now I would ask if you could on -- Oh, okay.

19 If you could turn to the -- the News You Can
20 Use section of AT&T Exhibit 10 --

21 A. Yes.

22 Q. -- and do you see any information about a
23 price change described there?

24 A. Yes. About two-thirds of the way down
25 there's a rate notice that says the monthly recurring

1 rate will increase by \$2 on January 3rd, 2014 for the
2 following packages, Complete Choice Enhanced,
3 All-Distance, All-Distance Online, Personal Choice, and
4 Sensible Solution.

5 Q. Now I would ask you -- sorry to keep moving
6 you back and forth -- to look at Ms. Weathersby's
7 Exhibit No. 4, and I believe page 2 of that exhibit is
8 the News You Can Use section of which of her bills?

9 A. Of the December 1st, 2013 bill.

10 Q. Now, is there a notice of a rate increase
11 described on that bill?

12 A. Yes. There's a rate notice again about
13 halfway down -- a little over halfway down.

14 Q. Now looking at the rate notice in -- rate
15 increase notice in AT&T Exhibit 10 that you just read
16 aloud and the rate increase notice on the second page
17 of Weathersby Exhibit 4 are they the same?

18 A. Yes.

19 Q. Now, why would a bill page message
20 describing a rate increase run in different months for
21 different customers?

22 A. Because the billing periods for customers
23 vary. So some customers receive notice in the prior
24 bill and some customers receive notice in the bill
25 prior to that.

1 Q. So is the goal to give a certain minimum
2 amount of notice?

3 A. The minimum amount would be in the prior
4 bill.

5 MR. HUTTENHOWER: All right. At this point I'd
6 like to move for admission of AT&T Exhibit 10.

7 ADMINISTRATIVE LAW JUDGE HAYNES: What is
8 Exhibit 10?

9 Where did it come from? Whose bill is it?

10 MR. HUTTENHOWER: Well, we -- Ms. Weathersby in
11 Exhibit 4 blanked out most of the information regarding
12 whose bill it was and so we then looked for a bill that
13 had All-Distance and the same billing cycle as the
14 neighbor's bill in Exhibit 4 to see whether -- you
15 know, what sort -- to see if the November bill had
16 provided information.

17 ADMINISTRATIVE LAW JUDGE HAYNES: Ms. Weathersby,
18 do you object to this Exhibit 10?

19 MS. WEATHERSBY: Let me see. I -- This is a hard
20 one.

21 ADMINISTRATIVE LAW JUDGE HAYNES: I'm sorry.
22 What?

23 MS. WEATHERSBY: Let me see. No. I won't object
24 to that one.

25 I will get a chance to ask questions about

1 it, right?

2 ADMINISTRATIVE LAW JUDGE HAYNES: You do
3 definitely have that opportunity.

4 MS. WEATHERSBY: Okay. Well, then I don't object.

5 ADMINISTRATIVE LAW JUDGE HAYNES: I'll admit it
6 into the record. But I will say that I'm not entirely
7 sure it's relevant to the complainant's account, but
8 I'll let it into the record. It's admitted.

9 MR. HUTTENHOWER: All right. Assuming that -- and
10 I believe it would be the case -- that exhibits --
11 AT&T Exhibits 1 through 10 have all been admitted or
12 been the subject of the administrative notice for the
13 tariff pages then I would be done.

14 ADMINISTRATIVE LAW JUDGE HAYNES: Yes. Everything
15 will be admitted or administrative notice taken of the
16 tariffs.

17 So at this point in time, Ms. Weathersby,
18 you have the opportunity to ask questions of
19 Ms. Jacobs. And if you're ready we can go ahead and do
20 that or --

21 MS. WEATHERSBY: I'm ready. I'm ready. I'm going
22 to start at the bottom --

23 ADMINISTRATIVE LAW JUDGE HAYNES: Go ahead.

24 MS. WEATHERSBY: -- okay? -- with the exhibit that
25 was 10.

1 First of all the reason that was submitted
2 was to try to establish the fact that AT&T followed the
3 rules and regulations of ICC in submitting a tariff,
4 but, however, I have in my possession another AT&T
5 customer and after looking at my bill and reviewing a
6 letter that I received from the Office Of The President
7 that it doesn't matter what type of package you've got,
8 not what date that you were being billed. It's that
9 any changes is being made is to be posted in the News
10 You Can Use.

11 And I have another AT&T customer with the
12 AT&T letterhead on it which Ms. Weathersby don't have
13 the ability to go inside of AT&T and print up a dummy
14 bill and to present it to the Court to try to support
15 her claim. All this stuff comes from AT&T, including
16 the letter from the Office Of The President saying that
17 if that -- a notice was provided and this was going to
18 affect every -- notice to every customer in the Chicago
19 area and another customer she has a different account
20 and of course she has a different billing date, but,
21 however, nothing is posted in her News You Can Use.

22 ADMINISTRATIVE LAW JUDGE HAYNES: Ms. Weathersby,
23 do you have a question for the witness?

24 MS. WEATHERSBY: Okay. I should be looking at her
25 I'm addressing. I'm going to ask her. I've got to do

1 this first, and then I would go to her with the
2 questions.

3 MR. HUTTENHOWER: I would object to -- The witness
4 is here to be cross-examined. If Ms. Weathersby wishes
5 to make a statement about something else, apparently
6 introduce new evidence, I --

7 MS. WEATHERSBY: I'm addressing those exhibits.

8 MR. HUTTENHOWER: -- she may have an opportunity
9 to do so.

10 MS. WEATHERSBY: I couldn't object in the middle
11 of your presentation. I could not object, sir.

12 ADMINISTRATIVE LAW JUDGE HAYNES: Are you going
13 to --

14 MS. WEATHERSBY: I'm addressing Exhibit 10, then
15 I'm going to get to her with the questions about the
16 bill.

17 So for his Exhibit 10 I've got proof that it
18 was supposed to have been posted in every Chicago
19 person's account. And my bill I have a long distance
20 package, but in News You Can Use you alerted me to
21 three or four other packages so therefore those other
22 packages could not have had the same billing date I
23 had. They had different packages and apparently
24 different billing date, but you still note me because I
25 was affected by it because I had an All-Distance

1 Package.

2 MR. HUTTENHOWER: I continue to object because
3 there's still no question mark at the end of any of
4 those --

5 ADMINISTRATIVE LAW JUDGE HAYNES: Ms. Weathersby,
6 do you have a question for the witness?

7 MS. WEATHERSBY: Yes. I'm through with
8 Exhibit 10, if he don't mind.

9 CROSS-EXAMINATION

10 BY MS. WEATHERSBY:

11 Q. Now I have a question to you, Mrs. Jacobs.
12 I'm going to start in the time and go to the bottom.

13 Your job title at AT&T is what?

14 A. Director regulatory.

15 Q. Regulatory.

16 Now, were you employed through Illinois
17 Bell, Ameritech SBC, or AT&T?

18 A. I'm employed by AT&T. AT&T Services, Inc.

19 Q. So meaning you've been with -- with the
20 company for how many years?

21 A. 42.

22 Q. 42.

23 So you was around -- you was around when --
24 unless you came over with AT&T.

25 Were you around when Illinois Bell was --

1 When I subscribed to service through Illinois Bell were
2 you with Illinois Bell or you were with AT&T, wherever
3 they were?

4 A. I was in Kansas working for Southwestern
5 Bell Telephone Company until November of 2009 when I
6 moved to Chicago and took my present position.

7 Q. Okay. Okay. So could you answer me how
8 long has AT&T been with Illinois Bell, slash, Ameritech
9 SBC?

10 What year did you join forces, meaning AT&T?

11 A. I don't recall the exact year of the merger.

12 Q. Okay. Well, perhaps Mr. Huttenhower can
13 give us that.

14 ADMINISTRATIVE LAW JUDGE HAYNES: What bearing
15 does this have on your complaint?

16 MS. WEATHERSBY: Because it's got to lead up to --
17 to -- First of all, for the changes that I supposedly
18 made on my account, but I have a bill that was billed
19 to me in 2007 and that All-Distance Package didn't have
20 the term Advantage 4 nor 3 on it. Okay?

21 BY MS. WEATHERSBY:

22 Q. And I don't have all of my '-7, but I
23 noticed in 2008 you seem to have been a bit confused on
24 what exactly what you was going to call it. You
25 started calling it All -- All -- you called it

1 Unlimited combination. I have the bill to get the
2 exact in here.

3 No. It's over there somewhere, 2008
4 (indicating). I'll give you the exact name.

5 And then later on in '-8 you dropped it back
6 to All-Distance, and then today you're calling it
7 All-Distance with Advantage 4. Then you went back
8 to 3, and then you go back to 4, and then you go back
9 to 3 -- okay? -- and now you're calling it One Plus.

10 Now, is Ms. Weathersby -- did I call in and
11 have it changed, do something to my service for you to
12 no longer to call it Advantage 3 not 4 to appeal my
13 bill or One Plus or Plus 1?

14 Did Ms. Weathersby do that?

15 MR. HUTTENHOWER: I would like to object to the
16 extent that it's been my understanding that this --
17 Ms. Weathersby's complaint deals with services billed
18 roughly starting December 2009, so I'm not entirely
19 sure what the discussion of the services that were
20 offered prior to that time have to do with this.

21 ADMINISTRATIVE LAW JUDGE HAYNES: I'm going to
22 have to agree with you.

23 The complaint -- Your complaint does say for
24 over four years so ...

25 MS. WEATHERSBY: And if the Court don't mind,

1 Mr. Huttenhower presented the reason why they raised my
2 bill without notice is because I called in and changed
3 it from 4 to 3 and then when it went -- apparently I
4 called in there again and it went back to 4 some time
5 or another and now it's not 4, not 3. It's One Plus.

6 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. Hold on.
7 I think there's two problems here.

8 I agree with Mr. Huttenhower that we're not
9 going to go back before December 2009 because your
10 complaint that you filed with us starts in
11 December 2009.

12 I think you have a question to the witness
13 about whether those changes to your account after
14 December 2009 if those were made per your request or if
15 the company made those changes to your account.

16 MS. WEATHERSBY: Okay.

17 ADMINISTRATIVE LAW JUDGE HAYNES: So let's focus
18 on after December 2009.

19 MS. WEATHERSBY: Okay. Well, after 2009. Okay.

20 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. So,
21 Ms. Jacobs --

22 BY MS. WEATHERSBY:

23 Q. After 2009 you said my bill -- I changed my
24 bill -- my service from Advantage 4 to Advantage what?

25 A. No, I didn't say that.

1 MR. HUTTENHOWER: I object that she's
2 mischaracterizing the witness's testimony.

3 MS. WEATHERSBY: Well, I'm sorry.

4 ADMINISTRATIVE LAW JUDGE HAYNES: I don't think
5 there's any intention to mischaracterize here, so let's
6 make sure we're all talking about the same thing.

7 MS. WEATHERSBY: Well, he -- he -- he's the one
8 that brought in the Advantage. He's establishing the
9 fact that the reason why my bill went up is because --
10 and he -- he -- he presented these same questions --

11 ADMINISTRATIVE LAW JUDGE HAYNES: Right.

12 MS. WEATHERSBY: -- to Mrs. Jacobs for her to
13 explain the reason why they changed my bill without
14 notice.

15 ADMINISTRATIVE LAW JUDGE HAYNES: Okay.

16 MS. WEATHERSBY: I'm asking her the same question.

17 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. So hold
18 on.

19 So I think that what we're talking about is
20 in 2010 -- am I correct, Ms. Weathersby? -- where you
21 had the rate increase in 2010, and on the chart that
22 came from AT&T Exhibit 7 there are changes in -- I see
23 that they're calling it Advantage 4, then calling it
24 Advantage 3, then calling it Advantage 4, and then
25 we're back to calling it Advantage 3 in September of

1 2010.

2 Is that what you're talking about,
3 Ms. Weathersby?

4 MS. WEATHERSBY: That's what I'm talking about.

5 BY MS. WEATHERSBY:

6 Q. As of December 2009 what was
7 Ms. Weathersby's service called?

8 I had an All-Distance Package what?

9 And which Advantage was my bill -- or my
10 package in December of 2009?

11 A. In December of 2009 the package was BPAAD
12 triple/quad.

13 Q. Could I -- Excuse me.

14 ADMINISTRATIVE LAW JUDGE HAYNES: They're calling
15 it Advantage 4 I think.

16 MS. WEATHERSBY: That's what I want to know.

17 BY MS. WEATHERSBY:

18 Q. On the bill when you print my bill what do
19 you see on that?

20 Do you see Advantage 3, or do you see
21 Advantage 4?

22 A. On the December 2009 bill the long distance
23 component was Unlimited Nationwide Calling Advantage 4.

24 Q. Advantage 4.

25 Now, what's the difference -- What do the

1 Advantage 4 consist of?

2 A. It's an unlimited nationwide calling plan.

3 Q. Okay. And on that -- You've got a copy of
4 my December up there of 2009?

5 MR. HUTTENHOWER: It should be.

6 BY THE WITNESS:

7 A. Yes.

8 MR. HUTTENHOWER: I was just going to put these in
9 order in case we go through them.

10 MS. WEATHERSBY: I've got a copy over here if she
11 needs it.

12 MR. HUTTENHOWER: Go ahead.

13 MS. WEATHERSBY: Does she need a copy?

14 BY THE WITNESS:

15 A. I have a copy.

16 Q. Okay. December of 2009 what was
17 Ms. Weathersby's package called?

18 A. All-Distance.

19 Q. And what else?

20 A. Are you asking me to read the list of
21 services included?

22 Q. I want to know -- It's All-Distance.

23 Is it Unlimited All-Distance or is it
24 Advantage 3 or is it Advantage 4?

25 A. The long distance plan included in your

1 package on December 2009's bill was Unlimited
2 Nationwide Calling Advantage 4.

3 Q. Advantage 4.

4 Now, under that what did AT&T put on my bill
5 knowing which components is covered under my
6 Advantage 4?

7 A. I don't understand the question.

8 Q. The question is -- When I look at my bill it
9 said All-Distance Advantage 4 Unlimited. Let me
10 know -- I had unlimited long distance, local, and local
11 toll. And under there I had all of the components
12 including wire maintenance and voicemail, but by now
13 you're calling it LINE-BACKER and Unified Message.

14 Do you -- Do you see LINE-BACKER and Unified
15 Message as a component in my bill?

16 A. I see LINE-BACKER. The voicemail component
17 is called Voicemail Plus in December of 2009.

18 Q. Voicemail Plus. That's right. You do go in
19 there and change it periodically.

20 All right. So now let's establish a fact
21 that everything that you see on that page that you were
22 billing me for is covered under my -- under my
23 All-Distance Package; nothing is billed to my
24 separate -- my long distance is not separate and
25 neither are any of those components are separate.

1 Right now if you're going to give me a rate
2 increase notice you put in my bill telling me what?

3 How would I know that my bill -- my service
4 is being rate increased?

5 What would I look for when I get my bill?

6 What would I look for to make sure that any
7 notice that's posted they're talking about me and my
8 services?

9 What would I look for?

10 A. When there's a price increase the -- there's
11 a bill notice that shows in the News You Can Use
12 section.

13 Q. Show me what.

14 A. In the News You Can Use section.

15 Q. And I'm in the News You Can Use section, and
16 I want to know is Ms. Weathersby's All-Distance
17 Package, which covers unlimited long distance,
18 unlimited local, and unlimited local toll and with all
19 of her components including LINE-BACKER and Unified
20 Message -- we're going to use what you're calling it
21 today, Unified Message -- now if I want to know if my
22 bill is being affected by the rate increase what do I
23 look for?

24 A. There's no rate increase on this.

25 Q. I didn't ask you if there was one on there.

1 I said if -- when I'm looking every month I review my
2 bills to see if there's a rate increase covering my
3 service, so if I'm looking for what covers my service
4 what would you suggest that I look for?

5 No matter what you've got in News You Can
6 Use what would I look for to say, well, this affects me
7 and my account?

8 A. I would look in News You Can Use for any
9 rate increases and determine if I had the service that
10 is indicated in the notice as being increased.

11 Q. Okay. That's what Ms. Jacobs would do, but
12 Ms. Weathersby being a customer that don't work for
13 AT&T when I look in there I look for -- since I've got
14 a package with everything in it I look to see if you've
15 got a rate increase on the All-Distance Packages.

16 MR. HUTTENHOWER: I have to object. This appears
17 to be testimony rather than questioning.

18 MS. WEATHERSBY: I'm not getting an answer. I
19 asked her -- I asked her -- She didn't give me my
20 answer. She told me what she would look for, so I
21 could tell her what I look for because it's me and my
22 service.

23 MR. HUTTENHOWER: Then you're asking the witness
24 to speculate because she would be unable to say what
25 you would look for. She's not you.

1 MS. WEATHERSBY: Okay. Let me rephrase then.

2 BY MS. WEATHERSBY:

3 Q. If I'm to know that AT&T have increased my
4 service which is under the title of All-Distance what
5 should be in that bill to make me all that -- that rate
6 increase affects my All-Distance Package?

7 A. There would be a bill message on the News
8 You Can Use section that would explain a price increase
9 to All-Distance.

10 Q. Thank you.

11 Now, in 2010 you stated, if I'm not
12 mistaken, that you had an increase on the long distance
13 portions of your service that you offer. I forgot what
14 exhibit that was.

15 MS. FIGUEROA: 8.

16 BY MS. WEATHERSBY:

17 Q. Huh.

18 The statement was made that in 2010 you had
19 an increase in one of the bills notifying the customers
20 that you was increasing your long distance service.

21 ADMINISTRATIVE LAW JUDGE HAYNES: And what's the
22 question to the witness?

23 BY MS. WEATHERSBY:

24 Q. The question is if I've got long distance in
25 my package wouldn't it be reasonable for me not to --

1 or AT&T to expect for me to not -- to know that you was
2 talking to Ms. Weathersby about a rate -- a long
3 distance rate increase because I've got long distance
4 in my package and already you said you look for
5 All-Distance?

6 If you have everything in the All-Distance
7 I'm only focusing on is that a posted notice on that
8 All-Distance Package?

9 A. Yes.

10 Q. And when I looked in all of my 2010 I saw no
11 such notice, but yet my bill went from 40, 45, back
12 down to 40, and from your testimony and
13 Mr. Huttenhower's question I was led to believe that
14 that was because you sent -- AT&T -- I'm sorry -- AT&T
15 sent me a notice because I changed it from Advantage 4
16 to Advantage 3; but, however --

17 ADMINISTRATIVE LAW JUDGE HAYNES: Okay.
18 Ms. Weathersby, if you have a question you have to take
19 a break and let her answer, and at this point it should
20 definitely be question to the witness.

21 MS. WEATHERSBY: All right. All right. All
22 right. All right.

23 ADMINISTRATIVE LAW JUDGE HAYNES: Okay.

24 BY MS. WEATHERSBY:

25 Q. Now, could you explain to me since you did

1 present he no longer stored the recording to the
2 changes in my bill, which the bill indicated that I
3 called in there at least twice that year to change from
4 one Advantage to the other, and the reason why the bill
5 went up without a notice?

6 ADMINISTRATIVE LAW JUDGE HAYNES: I'm not clear if
7 there's a question there.

8 BY MS. WEATHERSBY:

9 Q. Well, the question is if these conversations
10 are being recorded and you are able to salvage a paper
11 copy, which easily can be printed up at any time you
12 get ready to get it -- it takes no more effort on
13 behalf of the protection for your customer to store.
14 We're in 2014. The same places you stored that paper
15 copy without it being any hindrance to AT&T that
16 recorded message that --

17 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. Okay. So
18 hold on. Let me interject.

19 Ms. Jacobs, are you aware of the Company's
20 policy on storing recorded conversations with
21 customers?

22 THE WITNESS: In general terms I understand we
23 keep them for a short period of time, but I don't know
24 personally how long that period is. I do know that
25 when Mr. Huttenhower requested any recordings they --

1 they were too old and he was not able to get them.

2 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. So this
3 witness doesn't -- that's what she knows about
4 recordings of your conversations. This is four years
5 ago.

6 MS. WEATHERSBY: Okay.

7 ADMINISTRATIVE LAW JUDGE HAYNES: So --

8 MS. WEATHERSBY: Well, okay. Then I'm going to
9 back up and ask the Court to not -- to allow any of
10 those notices of where I made a change to my package be
11 stricken from the record because I didn't receive no
12 such notice and Mr. Huttenhower apparently doesn't have
13 no proof that I actually called in there and made such
14 a change.

15 ADMINISTRATIVE LAW JUDGE HAYNES: All right.

16 MS. WEATHERSBY: And from what he put in in his
17 note to me that the reason the change that I called in
18 there made was I changed it from All-Distance --
19 whichever Advantage that had the unlimited long
20 distance in it to Advantage that didn't cover the --
21 the unlimited long distance.

22 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. Hold on.
23 Stop.

24 MS. WEATHERSBY: Okay.

25 ADMINISTRATIVE LAW JUDGE HAYNES: Ms. Jacobs, for

1 the past four years has she -- has the complainant
2 always had unlimited long distance?

3 THE WITNESS: Yes. Unlimited long distance is
4 always a component of the All-Distance Package.

5 ADMINISTRATIVE LAW JUDGE HAYNES: Ms. Weathersby,
6 you just said you wanted to strike something.

7 MS. WEATHERSBY: I want those -- I forgot what
8 exhibit it is, but those notices that he claimed he
9 mailed to me out due to the fact that I called in there
10 and changed my package from one Advantage to the other
11 causing the -- the -- the -- the increase in my bill.

12 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. So the
13 one in December of 2009?

14 MS. WEATHERSBY: No. No. No. Not 2000 -- Well,
15 if he put in there 2009 definitely I want that one out
16 of there.

17 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. So
18 August 2010 AT&T Exhibit 9?

19 MS. WEATHERSBY: No. Wait.

20 Yeah. Yeah. I'm sorry. I'm sorry, Judge.
21 I'm new at this.

22 ADMINISTRATIVE LAW JUDGE HAYNES: That's okay.

23 MS. WEATHERSBY: Okay. Yeah.

24 ADMINISTRATIVE LAW JUDGE HAYNES: So August 2010,
25 the AT&T Exhibit 9, it's a letter that's addressed to

1 you from AT&T about switching to Advantage 3; is that
2 what you're --

3 MS. WEATHERSBY: I want that one out of there.

4 ADMINISTRATIVE LAW JUDGE HAYNES: Okay.

5 MS. WEATHERSBY: And any other letter that he
6 submitted I want -- for that same purpose I want it out
7 of there too, please.

8 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. So I've
9 admitted them into the record with the understanding
10 that the Company says they mailed it to you and that
11 you never received it.

12 MS. WEATHERSBY: Never received it.

13 ADMINISTRATIVE LAW JUDGE HAYNES: And that's fine,
14 but it is kept in the course of the company's business.
15 It's a business record, and I will definitely take into
16 account that you say you never received it. That's --
17 But as far as that goes I've already admitted that into
18 the record, but your objection is noted.

19 MS. WEATHERSBY: Okay.

20 ADMINISTRATIVE LAW JUDGE HAYNES: Did you have a
21 question in particular?

22 MS. WEATHERSBY: Well, the question is --

23 ADMINISTRATIVE LAW JUDGE HAYNES: For the witness.

24 MS. WEATHERSBY: -- in one of his -- Okay.

25 The question for the witness is the same

1 thing, Judge. In one of his explanations on why he was
2 asking that to go in trying to explain that's why he
3 raised my bill without notice is he said I changed it
4 from unlimited long -- the Advantage that covered it --
5 long distance to an Advantage that don't have the
6 unlimited long distance, but -- however, my bill always
7 reflect that I was covered under unlimited long
8 distance so that very well could not be. So,
9 therefore, I really don't see --

10 ADMINISTRATIVE LAW JUDGE HAYNES: And is there a
11 question there for the witness?

12 MS. WEATHERSBY: For the witness. Okay. We're
13 going to go back to where she said -- he asked her
14 about the difference between Unified Message and
15 voicemail.

16 ADMINISTRATIVE LAW JUDGE HAYNES: Okay.

17 BY MS. WEATHERSBY:

18 Q. Okay. Could you reexplain to me what's the
19 difference between Unified Message and voicemail?

20 A. Voicemail is a generic term for an answering
21 service, and Unified Message -- Unified Messaging is
22 the company's current name for the generic voicemail
23 services.

24 Q. Okay. But if a person already had voicemail
25 in their package and you changed it to Unified Message

1 was that called for a rate increase or would that have
2 any bearing on the fact that you were saying that
3 the -- that the customer calling in there and changing
4 it from voicemail to Unified Message?

5 A. I think I heard two questions.

6 Q. Well, I'll back up. Okay?

7 If a person already has voicemail in their
8 package and you changed it to Unified Message would
9 that have any bearing on any price change in that
10 person's package?

11 A. No. The name of the voicemail service
12 doesn't have any bearing on -- on the price for the
13 service.

14 Q. Okay.

15 A. Not in this case.

16 Q. Okay. Now, if again -- if you've already
17 got the voicemail and you changed it to -- AT&T changed
18 it to Unified Message could it be said that something
19 went wrong on my account or some prices went on my
20 account because I called in there and did a package
21 change?

22 A. If you called in to change your package?

23 Q. No. No. No.

24 I've already -- If you've already got
25 voicemail and AT&T changes it to Unified Message that

1 don't have any -- you already answered that it don't
2 have no -- no -- that won't be responsible for no
3 changes -- price changes posted on my account.

4 Now, if AT&T changed voicemail to Unified
5 Message could it be said that the reason that my
6 package was increased because I was the one that called
7 it and changed it from voicemail to Unified Message?

8 A. No, because there was no price change from
9 voicemail to Unified Messaging. The name change has
10 nothing to do with the price change.

11 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. So I --
12 I'm sorry to interrupt.

13 When Ms. Weathersby's bill changed in
14 November '12 where there is all of a sudden a charge
15 for Unified Messaging and your chart, AT&T Exhibit 7,
16 says that -- customer change to package is that what
17 we're talking about here, Ms. Weathersby?

18 MS. WEATHERSBY: I think so. In 2012.

19 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. Maybe,
20 Ms. Jacobs, you could explain why there is a charge
21 added now for voicemail in November of 2012.

22 THE WITNESS: Because the package changed from
23 BPAAC, which included voicemail, to package BPACC,
24 which voicemail was an add-on.

25 ADMINISTRATIVE LAW JUDGE HAYNES: And why was the

1 package changed?

2 THE WITNESS: I presume because the customer asked
3 to change the package.

4 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. Thank
5 you.

6 MS. WEATHERSBY: Well, let me ask her.

7 BY MS. WEATHERSBY:

8 Q. Now, the package -- the package that the
9 customer had before she changed it to all those letters
10 you just named were voicemail was Unified Message
11 already in that package?

12 A. Yes, voicemail is included in the package.

13 Q. And it was included without any extra
14 charge?

15 A. Correct, in the October 2012 bill.

16 Q. Okay. Now, why would -- why would a person
17 in their right mind call in and change a package with
18 something in there's no extra charge and then call you
19 right back and tell you to put it back in there as a
20 charge?

21 A. I don't know why you called in. I can
22 speculate.

23 ADMINISTRATIVE LAW JUDGE HAYNES: Do the company's
24 records indicate though that it was a call from
25 Ms. Weathersby -- or a request from Ms. Weathersby?

1 THE WITNESS: I can only presume that based on the
2 change.

3 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. I'm
4 sorry. Go ahead, Ms. Weathersby.

5 BY MS. WEATHERSBY:

6 Q. Well -- Okay. Well, why -- why -- why --
7 why -- why would Ms. Weathersby do that?

8 ADMINISTRATIVE LAW JUDGE HAYNES: The witness
9 can't answer that question.

10 MS. WEATHERSBY: She can't answer that.

11 Well, then again I'm going to attempt to ask
12 for all of those so-called company policy letters that
13 I never received and that he cannot produce any of the
14 hard fact evidence that Ms. Weathersby made such an
15 unreasonable change to her account, and it just has
16 nothing to do with it.

17 This complaint started off with that for
18 2010, and 2011 AT&T changed -- increased my
19 All-Distance Package without submitting a rate increase
20 in the News You Can Use.

21 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. I have --
22 If -- If you don't have a question for the witness I do
23 have a question for her.

24 The change here in October '12 to
25 November '12 on your chart, No. 7, she changes from

1 calling it Advantage 3 to calling it Plus 1. Are they
2 both just unlimited nationwide calling?

3 THE WITNESS: Yes, they're both an unlimited
4 nationwide calling plan.

5 ADMINISTRATIVE LAW JUDGE HAYNES: And what's
6 the -- why are they called different things?

7 What's different between them?

8 THE WITNESS: I'd have to look at the -- the
9 tariff. They're different prices, and then I'd have to
10 look at the terms and conditions for the two different
11 services to see if there's anything different, but they
12 are both unlimited calling plans.

13 ADMINISTRATIVE LAW JUDGE HAYNES: Okay.

14 MS. WEATHERSBY: Okay.

15 ADMINISTRATIVE LAW JUDGE HAYNES: You can ask the
16 witness a question.

17 MS. WEATHERSBY: I can ask the witness a question.

18 BY MS. WEATHERSBY:

19 Q. Is AT&T saying that as of -- When did it
20 start?

21 I think it started over in 2013.

22 Is AT&T trying to say that Ms. Weathersby
23 called in and had it changed from 4, 3 to Plus 1?

24 Did I call and make that change also?

25 MR. HUTTENHOWER: I object. It's not entirely

1 clear what -- when the -- what change in terms of when
2 you're asking Ms. Jacobs about.

3 BY MS. WEATHERSBY:

4 Q. Okay. You're telling me the reason why you
5 raised my service without a notice is because I called
6 in -- and you've got your letters lined up here saying
7 I called in -- Ms. Weathersby called in to AT&T's
8 office and changed her package from one Advantage to
9 the other one making the call giving her less than she
10 started out with and that means it went from Advantage
11 4 to 3 and now on the bill it don't even say Advantage?

12 It's news to me. I was shocked when my
13 grandkids said it's called -- what is it? -- Plus 1.

14 What's that '13 bill?

15 It's Plus 1, Mr. Huttenhower?

16 Ms. Jacobs, what does the bill state now
17 it's on the 2013 bill?

18 A. Which bill?

19 Q. Okay. December 2013.

20 ADMINISTRATIVE LAW JUDGE HAYNES: I think
21 All One [sic] has the same nationwide plan.

22 BY MS. WEATHERSBY:

23 Q. It says Plus 1.

24 Does it say Plus 1?

25 Is that the term?

1 Did I use the right term?

2 A. Unlimited Nationwide Calling Plus 1.

3 Q. Okay. Now, are you telling me that I called
4 in and -- and made some changes for AT&T to no
5 longer -- to call it Advantage anything and calling it
6 Plus 1?

7 MR. HUTTENHOWER: I have to object. The witness
8 is assuming that apparently that she called in and
9 specifically said I want to change my long distance
10 calling plan, which I don't think is -- is what -- what
11 happened.

12 MS. WEATHERSBY: Well, excuse me.

13 ADMINISTRATIVE LAW JUDGE HAYNES: So -- Okay.

14 MS. WEATHERSBY: Okay. Okay.

15 ADMINISTRATIVE LAW JUDGE HAYNES: Hold on. Hold
16 on. Hold on, everybody.

17 What I am -- What Ms. Weathersby is saying
18 makes sense to me that it's unclear why when it appears
19 to be the same thing why she would call in to request a
20 higher rate. What -- What change would have
21 precipitated the change to calling it Plus 1?

22 I'm not saying there's not a reason for it.
23 It's just not clear to me.

24 THE WITNESS: And I don't know the exact reason.
25 I could speculate that perhaps the previous package was

1 going away or it was going to go up in price in which
2 case it would be priced higher than the package that --
3 the new All-Distance Package, but I'd just be
4 speculating without going back and looking at records
5 and trying to determine exactly why there's a
6 difference.

7 MS. WEATHERSBY: Can I speak?

8 ADMINISTRATIVE LAW JUDGE HAYNES: Go ahead.

9 MS. WEATHERSBY: Okay.

10 ADMINISTRATIVE LAW JUDGE HAYNES: A question to
11 the witness though.

12 MS. WEATHERSBY: Well, I don't know if this is --
13 Well, I have to put this to Mrs. Jacobs because
14 Mr. Huttenhower put it to her.

15 BY MS. WEATHERSBY:

16 Q. Now, she stated under his question --
17 direction of questions is as of a certain date
18 Mrs. Jacobs was -- Ms. Weathersby's 2010 -- 2009 -- In
19 2009 Ms. Weathersby had Advantage what?

20 Okay. She said 4, and then he said in 2010
21 how much was her bill and what did she have. She had
22 an -- She called in and changed it to Advantage 3
23 causing the price of her package to go up and down.
24 Okay?

25 Now, I heard that the reason they took my

1 package up and down without a rate increase notice is
2 because I called in and changed my package from one
3 Advantage to another. So this takes me in to today.

4 Now, if that made my package go up without
5 you giving me a notice you've got Plus 1 on there. I
6 didn't even know Plus 1 was on there.

7 Now are you trying to say the reason why
8 you're using Plus 1 now is because I called in there
9 and made some changes to a Plus 1?

10 What is Plus 1?

11 A. Plus 1 is the long distance component of the
12 new All-Distance bundle that was on the November 2012
13 bill.

14 Q. Oh, I'm sorry. I didn't mean to cut you
15 off.

16 Now, you put that on there without any
17 customer calling on there you changed that -- that term
18 Plus 1 without any customer calling in?

19 A. The package BPACC includes certain
20 components, and one of the components --

21 Q. Okay. I'm not asking about the components,
22 young lady. I asked the question --

23 MR. HUTTENHOWER: I object to the --

24 BY MS. WEATHERSBY:

25 Q. I asked the question rather --

1 MR. HUTTENHOWER: I am objecting so --

2 ADMINISTRATIVE LAW JUDGE HAYNES: Hold on. One at
3 a time.

4 MR. HUTTENHOWER: The witness was trying to answer
5 and was cut off by Ms. Weathersby.

6 ADMINISTRATIVE LAW JUDGE HAYNES: Ms. Weathersby,
7 can you restate your question, please?

8 BY MS. WEATHERSBY:

9 Q. My question is it's been said in this court
10 today that the reason why for 2010 and 2011 you -- AT&T
11 changed the price of my package without a rate increase
12 notice because I phoned in -- I've got the letters over
13 here (indicating) -- that I phoned in and changed my
14 package from one Advantage to the other.

15 Would you explain the difference in those
16 Advantages?

17 MR. HUTTENHOWER: I would object to this question
18 as being based on a mischaracterization of the
19 testimony that was presented here.

20 I believe, for example, that with regard
21 to --

22 MS. WEATHERSBY: I --

23 ADMINISTRATIVE LAW JUDGE HAYNES: Hold on. Let
24 him finish, Ms. Weathersby.

25 MR. HUTTENHOWER: -- with regard to AT&T

1 Exhibit 8, the confirmation letter dated December 2009,
2 it was -- it would not have been the result of a
3 conversation with you because it was a result of AT&T
4 realizing that you did not subscribe to the services
5 which were a prerequisite for having the package you
6 were on so it switched you to a package for which you
7 did have the appropriate services and that I think,
8 among other things, may have led to a switch from
9 calling it Advantage 3 to 4 or vice versa.

10 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. Hold on.
11 Before anybody else says anything, what changes,
12 according to the company's records, were based on
13 requests from Ms. Weathersby looking at your chart,
14 Exhibit 7?

15 THE WITNESS: Okay. I would presume the November
16 2012 change would have been a result of the customer
17 calling in --

18 MS. WEATHERSBY: Who's speaking?

19 Am I speaking?

20 THE WITNESS: -- and I would presume that the
21 September 2010 where the price was reduced would be one
22 where the customer would have called in or it would
23 have been a result of the customer's request.

24 (Brief pause.)

25 ADMINISTRATIVE LAW JUDGE HAYNES: That's it?

1 THE WITNESS: I think so, but I would need -- I
2 would like to look at -- at the confirmation notice for
3 February that went in January for the February bill and
4 its confirmation number ends in -330. We should have
5 that, but I'm not sure which exhibit that is.

6 MR. HUTTENHOWER: That was not an exhibit.

7 THE WITNESS: Oh.

8 MR. HUTTENHOWER: I can see if I have it, but I
9 don't know if I do.

10 ADMINISTRATIVE LAW JUDGE HAYNES: We're talking
11 about 2010?

12 MR. HUTTENHOWER: Yes.

13 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. Okay.

14 Ms. Weathersby --

15 MS. WEATHERSBY: Oh.

16 ADMINISTRATIVE LAW JUDGE HAYNES: -- I understand
17 that you don't agree, however at this point I really
18 have to ask you to limit yourself to specific questions
19 to this witness that you haven't already asked.

20 BY MS. WEATHERSBY:

21 Q. Well, now when you print on the bill
22 All-Distance Plus 1 what do that Plus 1 stand for?

23 A. It's part of the name of the long distance
24 plan that's included in -- in the package.

25 Q. And what's included in that All-Distance

1 Package -- The All-Distance Plus 1 Package what's
2 included in that package?

3 MR. HUTTENHOWER: I --

4 BY THE WITNESS:

5 A. Which --

6 MR. HUTTENHOWER: I guess there's something called
7 All-Distance and one of the components is a long
8 distance plan that ends with the words Plus 1, so are
9 you asking her about what's in the long distance
10 Plus 1?

11 MS. WEATHERSBY: I'm asking -- I'm asking -- Could
12 you find my December --

13 MS. FIGUEROA: Yes. Right here, December.

14 MS. WEATHERSBY: Where?

15 MS. FIGUEROA: December 2nd to January 1st.

16 ADMINISTRATIVE LAW JUDGE HAYNES: What year?

17 MS. WEATHERSBY: I need it in my hand. What does
18 it say on there?

19 MS. FIGUEROA: On --

20 MS. WEATHERSBY: All-Distance Plus 1?

21 MS. FIGUEROA: This is -- forgive me -- Unlimited
22 Nationwide Calling Plus 1.

23 BY MS. WEATHERSBY:

24 Q. Okay. On this December of 2013 bill you've
25 got me with an All-Distance Package Plus 1.

1 What do that Plus 1 indicate?

2 A. It's just the name of the long distance plan
3 that's included in the package.

4 Q. Okay. And in 2012 you were calling it
5 Advantage 3 or 4.

6 Now, what's the difference between the
7 Advantage 3, 4, and Plus 1?

8 A. Well, Unlimited Calling Advantage 4 the
9 price is \$9 unlimited.

10 Q. No.

11 A. Calling Plus 1 the price is \$7.

12 Q. Let me rephrase that. Okay?

13 In a package -- In my All-Distance Package
14 when it was -- when it was a Plus 4 what was all in my
15 All-Distance Advantage 4 package?

16 A. Which month?

17 Q. We'll take December of 2009.

18 A. Okay. In December of 2009 the components of
19 your package were Complete Choice Enhanced,
20 LINE-BACKER, and Unlimited Nationwide Calling
21 Advantage 4, and voicemail which was included in the
22 package.

23 (Discussion off the record between
24 Ms. Weathersby and Ms. Figueroa.)

25 MS. FIGUEROA: Your Honor, may have a moment to

1 look for Exhibit 9, please?

2 ADMINISTRATIVE LAW JUDGE HAYNES: Sure.

3 (A recess is taken.)

4 BY MS. WEATHERSBY:

5 Q. All right. Now -- Now you say

6 Advantage 4. Now, what's in that bill?

7 Do I have LINE-BACKER and do I have

8 voicemail and Unified Messaging in that one or

9 LINE-BACKER?

10 What's in that, wire maintenance and

11 LINE-BACKER?

12 ADMINISTRATIVE LAW JUDGE HAYNES: Ms. Weathersby,

13 are you asking the witness?

14 MS. WEATHERSBY: No. No. No. I'm trying to see

15 on my bill. I'm trying to establish the difference.

16 ADMINISTRATIVE LAW JUDGE HAYNES: That's fine. So

17 let's go off the record so she can read it to you.

18 (Discussion off the record.)

19 ADMINISTRATIVE LAW JUDGE HAYNES: So now we're

20 back on the record.

21 MS. WEATHERSBY: I'm sorry. Back on the record.

22 BY MS. WEATHERSBY:

23 Q. All right. It states that it's called

24 Advantage 4, and it reads that I had LINE-BACKER Plus

25 and Voicemail Plus.

1 Okay. Now, what's the difference?

2 Now, you stated -- Now, what's the
3 difference between that package and where you were
4 calling it Plus 1 now?

5 What's -- What's the difference in those
6 two?

7 You're using the word Advantage 4 to support
8 something, and I have no idea. But you use the term
9 Advantage 4 to support something -- to say that the
10 reason why the bill went up I changed it.

11 Now, what is Plus 1?

12 What do Plus 1 indicate?

13 What would be -- What would -- Let me know
14 what's in my package when you put that Plus 1 behind
15 that.

16 A. The -- The bill shows which services are
17 included in your package at the time of the bill.

18 Q. Okay.

19 MR. HUTTENHOWER: I don't -- I don't know if this
20 will help or derail things. The tariff pages we
21 included for the long distance --

22 MS. WEATHERSBY: Hello, sir.

23 ADMINISTRATIVE LAW JUDGE HAYNES: Hold on. Let
24 him finish.

25 MR. HUTTENHOWER: Okay. If she doesn't want me to

1 speak --

2 MS. WEATHERSBY: Go ahead. Go ahead. Go ahead.
3 Go ahead. If the Court say you can do it do it.

4 MR. HUTTENHOWER: The tariff pages we put in for
5 the long distance plan basically only give the price.
6 So it may be that the tariff pages somewhere else say
7 Unlimited, you know, Plus 1 includes X, Y, and Z,
8 whatever. The one that's, you know, calling
9 Advantage 4 includes X, Y, and Z, but I don't think
10 anybody here today, certainly not Ms. Jacobs or I, is
11 able to say okay, this is -- you get to call these
12 places under these plans.

13 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. So, in
14 other words, Ms. Jacobs doesn't know what the
15 difference was between her bills except for the price
16 when it was called the two different things?

17 MR. HUTTENHOWER: Well, in terms of this LD
18 package, yes.

19 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. Okay.
20 She doesn't know the answer to your question I think is
21 the short answer.

22 BY MS. WEATHERSBY:

23 Q. Well, I'm going to ask Ms. Jacobs if you
24 don't know what Plus 1 is how could you testify through
25 Mr. Huttenhower's questioning that the reason why my

1 bill went up -- You were -- You were well aware of what
2 Advantage 3 and 4 were now.

3 If you don't know what Plus 1 is how could
4 you say -- testify through Mr. Jacobs [sic] that the
5 reason why the bill went up is because I changed it
6 from one Advantage to another and that's what caused it
7 to go up and that I called in to change it?

8 Now, if Plus 1 don't represent the same
9 thing that Advantage 3 and 4 is why don't I still have
10 either 4 or 3 on my bill?

11 And if -- since you've got Plus 1 did I call
12 in there and tell the company I want some changes so
13 that's why you put Plus 1 on my bill?

14 ADMINISTRATIVE LAW JUDGE HAYNES: Ms. Jacobs has
15 already, I believe, answered that question to the best
16 of her ability based on the company's records.

17 Did you have anything beyond what you've
18 said already regarding this change, Ms. Jacobs?

19 MS. WEATHERSBY: Well, apparently --

20 ADMINISTRATIVE LAW JUDGE HAYNES: Hold on. Hold
21 on. I'm asking Ms. Jacobs.

22 MS. WEATHERSBY: Oh, I'm sorry.

23 THE WITNESS: There are various All-Distance
24 packages. Some were grandfathered, some are currently
25 available, and those packages at times included

1 different long distance calling plans but they are all
2 unlimited long distance calling plans.

3 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. And,
4 Ms. Jacobs, as far as you know the November '12 change
5 was precipitated by a call by the complainant?

6 THE WITNESS: Yes, as far as I know.

7 ADMINISTRATIVE LAW JUDGE HAYNES: Okay.

8 Ms. Weathersby, I don't think that we're
9 going to get anything else out of Ms. Jacobs regarding
10 this particular change from Advantage 4 to calling it
11 Plus 1, so is there a different -- is there a different
12 topic you want to move on to or have we covered
13 everything?

14 BY MS. WEATHERSBY:

15 Q. Okay. In 2012 for one month you billed to
16 me \$43. What was that increase for and where was it
17 posted in 2012?

18 It was three months. One month it was \$43.
19 Another one it went to 46. And another month it went
20 to 47. I think that was December, November, and
21 October.

22 A. Which increase are you asking me about?

23 Q. Okay. In 2012 on my -- if I'm not mistaken
24 I think it's October bill minimum amount -- my
25 All-Distance Package went from \$42 to \$43.

1 Now, what was the reason for that increase,
2 the \$1 increase?

3 A. The reason for that was a \$1 increase to
4 All-Distance if you have LINE-BACKER, and the message
5 notifying of that increase was in the August 2012 bill.

6 Q. Now, did that state that if you have this in
7 a package it won't affect you?

8 A. No. It stated that the price would increase
9 a dollar if you have LINE-BACKER in All-Distance.

10 Q. And that was posted in which month in 2012?

11 A. August of 2012.

12 MS. WEATHERSBY: Could you find August 2012,
13 please?

14 MS. FIGUEROA: I have September of 2012.

15 MS. WEATHERSBY: And that was on the News You Can
16 Use?

17 MS. FIGUEROA: I have August of 2012 right here
18 (indicating).

19 BY MS. WEATHERSBY:

20 Q. Okay. And you say that's on what page,
21 Ms. Jacobs?

22 A. It's on page 7 on the August 1st, 2012 bill.

23 Q. Is it under News You Can Use?

24 A. It's under News You Can Use with the heading
25 "Inside Wire Services," and it says effective

1 September 7th, 2012 the rate for Complete Choice,
2 Complete Choice Enhanced, All-Distance, All-Distance
3 Online, or All-Distance with U-verse will increase \$1
4 if you have LINE-BACKER.

5 ADMINISTRATIVE LAW JUDGE HAYNES: This is off the
6 record.

7 (Discussion off the record.)

8 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. Back on
9 the record.

10 BY MS. WEATHERSBY:

11 Q. Okay. Now, it went from the next month it
12 went to \$46. What was -- What was that for?

13 ADMINISTRATIVE LAW JUDGE HAYNES: That's what we
14 just covered where she said that you called in.

15 MS. WEATHERSBY: No.

16 ADMINISTRATIVE LAW JUDGE HAYNES: Yes, we did.
17 Yes. This is --

18 MS. WEATHERSBY: The \$46?

19 ADMINISTRATIVE LAW JUDGE HAYNES: The November '12
20 change is where you switched to Calling Plus 1 and then
21 they added Unified Messaging. That's that change, so
22 we've covered the November '12 change.

23 MS. WEATHERSBY: And when it went to 7 -- \$47 what
24 was that for?

25 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. So,

1 Ms. Jacobs, the November change to \$47.

2 BY THE WITNESS:

3 A. Okay. The increase from 46 to \$47 was the
4 price for Unified Messaging increased from \$5 to \$6.

5 There were messages for that increase that
6 were sent to customers who had the package BPACC
7 notifying in the October bill that that would increase
8 effective November 12th, but the customer did not have
9 that package in October so she did not receive the
10 message; however, our business practice is to quote
11 rates 30 days ahead of time. So when the customer
12 called in October to make the change then she would
13 have been quoted the \$47 rate according to our -- our
14 business practices.

15 Q. So that's when I called in and I changed my
16 package to what kind of package?

17 From what to what in 2012 I changed it?

18 A. In November of 2012 the package changed to
19 BPACC, the new All-Distance bundle.

20 Q. And I called in and changed it to that?

21 A. I presume so.

22 Q. Okay. Now, what did -- The BPP [sic]
23 explain that one to me.

24 A. BPACC is the billing code that identifies
25 the package.

1 Q. And is identifying what package in
2 connection with me -- with Ms. Weathersby?

3 A. The All-Distance Package that included
4 Complete Choice Enhanced at \$28, the LINE-BACKER for
5 \$6, Unlimited Nationwide Calling Plus 1 for \$7, Unified
6 Messaging for \$5 for a total of \$46.

7 Q. So I'm understanding you to say that at that
8 point my All-Distance Package is not a package that's
9 standing alone; I'm intertwined with the complete
10 charge -- I'm combined with the complete charge at that
11 point?

12 A. I don't understand the question.

13 Q. Okay. You said complete charge and -- and
14 said All-Distance -- that that BPP identified the
15 All-Distance and Complete Choice Enhanced Package.

16 ADMINISTRATIVE LAW JUDGE HAYNES: So what's the
17 question?

18 MS. WEATHERSBY: So what's my question?

19 ADMINISTRATIVE LAW JUDGE HAYNES: I'm not
20 understanding the question either.

21 BY MS. WEATHERSBY:

22 Q. My question is I want to know -- She said
23 that it would be -- I'm confused. You said that you --
24 that I called in and changed my package to that
25 BTT-whatever. What did you say?

1 I'm not familiar with them letters is all.
2 I've never seen that on my bill at all.

3 Now, you say I called in and changed it to
4 those letters and -- which prompted AT&T to increase it
5 for \$47; is that what you said?

6 A. No.

7 Q. Okay. What did you say, if you don't mind?
8 What was the purpose of the \$47?

9 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. Just so
10 the record's clear we're talking about the December '12
11 bill where it went to \$47 -- that was according to
12 Exhibit 7 it increased from 46 to 47 in December of
13 2012. Why?

14 THE WITNESS: And that was because the price for
15 Unified Messaging increased from \$5 to \$6 effective
16 November 12th, 2012.

17 BY MS. WEATHERSBY:

18 Q. And you posted that?

19 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. She's
20 already answered that.

21 MS. WEATHERSBY: She posted it.

22 BY MS. WEATHERSBY:

23 Q. Where was it posted?

24 I missed it. Where did you post that
25 increase?

1 ADMINISTRATIVE LAW JUDGE HAYNES: Could you
2 explain it again?

3 THE WITNESS: Yes.

4 BY THE WITNESS:

5 A. In the October 2012 bill messages for
6 customers who had the package BPACC there was a notice
7 that the price would increase from \$5 to \$6 for Unified
8 Messaging effective November 12th, 2012.

9 MS. WEATHERSBY: Okay. Well, can we go off the
10 record and give me time to find that one?

11 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. No. We
12 can't because -- let her finish the explanation.

13 MS. WEATHERSBY: Oh, I'm sorry.

14 ADMINISTRATIVE LAW JUDGE HAYNES: No. No.

15 MS. WEATHERSBY: I thought she was done.

16 ADMINISTRATIVE LAW JUDGE HAYNES: She did stop.

17 However, why would Ms. Weathersby not be
18 able to find that with that notice?

19 THE WITNESS: Because Ms. Weathersby did not have
20 the package BPACC in October. She had a different
21 package so she did not receive the message that showed
22 the increase to voice messaging or to Unified
23 Messaging, per se.

24 However, our business practice is to quote
25 rates 30 days ahead of the increase, so I presume that

1 when Ms. Weathersby called in to make changes to her
2 account in October she would have been quoted the
3 \$47 rate.

4 MS. WEATHERSBY: I didn't follow that at all.

5 ADMINISTRATIVE LAW JUDGE HAYNES: So could you
6 rephrase that answer somehow to explain that to her
7 differently?

8 BY MS. WEATHERSBY:

9 Q. Okay. You've got the \$47 posting on my bill
10 on the package I didn't have, but then you say when I
11 called in and changed it in October the \$47 came in --
12 what? -- December. That was December of 2012 that the
13 \$47 was posted on there, and you said the \$46 was --
14 I'm -- Okay.

15 2012 -- December 2012 my All-Distance
16 Package posted at \$47 giving me three increases in one
17 year. And you stated that it was for Unified Message
18 because it went up to \$6, but I already had Unified
19 Messages in my package.

20 Now, whereabouts do you put on my bill
21 letting me know that my Unified Messages in my package
22 went from \$5 to \$6 that I already had it in the
23 package?

24 Where in the bill was I notified that the
25 Unified Message that you pulled it out of my packet,

1 you rated it, and then you put it back?

2 ADMINISTRATIVE LAW JUDGE HAYNES: All right.
3 She's already explained why you didn't have notice in
4 your bill about the \$1 increase from 5 to 6.

5 MS. WEATHERSBY: Should I have gotten a notice
6 later?

7 ADMINISTRATIVE LAW JUDGE HAYNES: Ms. Weathersby,
8 I believe that there is a question based on what she
9 said about whether you were notified about the \$1 bill
10 what she said is that you should have been but nobody
11 knows if you were. So she doesn't know. She's just
12 stated what the company policy is, so I've understood
13 that -- that you may not have gotten that and that you
14 should have, so let's move on.

15 MS. WEATHERSBY: Well, let me ask the Court this,
16 can we add that in to the other time that they raised
17 my package without a rate increase notice?

18 ADMINISTRATIVE LAW JUDGE HAYNES: I didn't
19 understand your question.

20 MS. WEATHERSBY: I said the reason why I'm here
21 today is because AT&T raised the rates on my
22 All-Distance Package with everything in it in 2010 and
23 2011 without a rate increase notice. Now, in 2012 they
24 raised it to \$47 without a rate increase notice.

25 Now can we add this rate increase without

1 notice to the other two that was in '10 and in '11
2 since I'm just now finding out that that's what
3 happened?

4 ADMINISTRATIVE LAW JUDGE HAYNES: Well, it has
5 certainly been brought to my attention, and I will
6 consider everything that's been presented here when I
7 write my decision.

8 So, yes, I've noted for the record that you
9 say you were unaware of the increase from 46 to \$47 in
10 December of 2012. Okay?

11 MS. WEATHERSBY: Okay.

12 ADMINISTRATIVE LAW JUDGE HAYNES: Any further
13 questions for the witness?

14 MS. WEATHERSBY: I -- I guess that's it.

15 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. Thank
16 you, Ms. Jacobs.

17 So at this point --

18 MS. WEATHERSBY: Oh, I wanted to say one more
19 thing in connection with Mr. Huttenhower's Exhibit 10.

20 ADMINISTRATIVE LAW JUDGE HAYNES: Uh-huh.

21 MS. WEATHERSBY: I have additional information
22 that supports my side of that Exhibit 10 that the Court
23 don't have a copy of.

24 Is it okay if I submit?

25 ADMINISTRATIVE LAW JUDGE HAYNES: So this is --

1 MS. WEATHERSBY: Huh?

2 ADMINISTRATIVE LAW JUDGE HAYNES: Is this
3 regarding your neighbor's bill?

4 MS. WEATHERSBY: It's an additional neighbor.

5 I can find another neighbor's bill.

6 And I also have a letter from the Office
7 Of -- Of The President of AT&T. She wrote me telling
8 me that those -- that 2013 rate increase was that the
9 company did post that rate increase and that that
10 posting would affect everyone that's in the Chicago
11 area so therefore giving me the delusion that not only
12 should have been in my bill, but all other customers in
13 the Chicago area regardless to the type of package they
14 had or the time of the month that they was billed
15 because in my bill I had an All-Distance Package, but
16 the Company also put in my bill that they was
17 increasing at least three other packages.

18 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. Hold on.

19 Mr. Huttenhower, do you know what letter
20 she's talking about?

21 MR. HUTTENHOWER: No.

22 MS. WEATHERSBY: I just got that together that's
23 why I want to put it with the court.

24 ADMINISTRATIVE LAW JUDGE HAYNES: Can you show the
25 letter to Mr. Huttenhower, please, the one from the

1 AT&T president?

2 MS. FIGUEROA: This is Exhibit 9.

3 MS. WEATHERSBY: Not him. Out of my folder.

4 MS. FIGUEROA: What are you looking for?

5 MS. WEATHERSBY: I'm looking for what this say.

6 MS. FIGUEROA: Neighbors --

7 MS. WEATHERSBY: Can we go off the record?

8 ADMINISTRATIVE LAW JUDGE HAYNES: We can go off
9 the record.

10 (A recess is taken.)

11 (Complainant Cross-Exhibit No. 1
12 marked as requested.)

13 ADMINISTRATIVE LAW JUDGE HAYNES: Let's go back on
14 the record.

15 We had a discussion off the record about
16 what has been marked as Complainant's Cross-Exhibit 1,
17 and this is a letter to Ms. Weathersby dated
18 January 14, 2014 from Andrea Graham, manager, AT&T
19 Office Of The President, and Ms. Weathersby indicated
20 that she would like this included in the record.

21 Mr. Huttenhower, did you have an opportunity
22 to review it and do you object to entering it into the
23 record?

24 MR. HUTTENHOWER: I have had an opportunity to
25 review it. I note that it's coming sort at a

1 procedurally odd time, but I have no objection.

2 ADMINISTRATIVE LAW JUDGE HAYNES: Okay.

3 Complainant's Cross-Exhibit 1 is admitted into the
4 record.

5 Ms. Weathersby, I understand that you also
6 had an issue regarding the tariffs you've received from
7 Mr. Huttenhower. Would you like to make a statement
8 regarding that?

9 MS. WEATHERSBY: Okay. He mailed me before the
10 first court date on May 28 and it only talked about the
11 complete charts enhanced tariffs, and May of 28 he gave
12 me what's supposed to have been another set of
13 tariff -- another copy of a tariff and in examining
14 that tariff it didn't give me no explanation or no
15 indication that that was on an All-Distance Package.
16 That -- It talks about that after a person made X
17 amount of long distance calls then the Company will go
18 in and charging them so many cents a minute. It
19 should -- It's in his -- what's its name? -- but it
20 never identified.

21 In his letterhead he said he don't have a
22 tariff on a complete package, but -- however, he
23 submitted a tariff on the Complete Choice Enhanced
24 Packages and -- and that was new. That was -- only
25 came down this year in 2014, and in that tariff he was

1 happy to oblige that when they submitted that tariff --
2 when they submitted the -- that package to the ICC that
3 they left out the voicemail and the Unified Message,
4 and, therefore, once they submitted -- I mean once they
5 submit a package to the ICC the ICC can only govern
6 what they submit to them. So he told me that that
7 complete charge package the ICC has no control over the
8 raising of the Unified Message and the LINE-BACKER, so
9 my package had those components in there and he
10 couldn't produce a tariff on my All-Distance Package,
11 which the ICC, apparently, once you submit a whole
12 package the ICC governs the package and not per
13 components --

14 ADMINISTRATIVE LAW JUDGE HAYNES: Okay.

15 MS. WEATHERSBY: -- and that leads me to believe
16 that if you can't produce a tariff did you submit one
17 in the first place.

18 And those rate increases that you later
19 gave -- posted on my bill plainly said \$35 going to
20 \$37. Never in any of my bills it reflected no \$37 when
21 they did post a rate increase.

22 And then when they said that the rate
23 increase was going to go up \$2 you calculate
24 37 times [sic] two and that will be 38 -- \$39. Never,
25 ever my bill reflected a \$39. They indicated a postal

1 rate increase for 2010 and 2011 and raised it anyway,
2 and then when they did post a rate increase my bill
3 reflected higher prices than what the rate increase
4 stated all the way up until today.

5 ADMINISTRATIVE LAW JUDGE HAYNES: Thank you.

6 Mr. Huttenhower, would you like to make a
7 short statement here at the end?

8 MR. HUTTENHOWER: Yeah, your Honor.

9 First, I guess I need to -- I'm somewhat
10 confused by what Ms. Weathersby said at the beginning
11 of her statement with regard to tariffs. The tariffs
12 that I provided to her in -- earlier in May are the
13 same tariffs that I introduced at the hearing on
14 May 28th. The only new information I think that wasn't
15 previously provided to her were the guidebook pages
16 from AT&T Illinois and for SBC Long Distance.

17 I'm not sure about the permanent charges
18 she's talking about. I really must say I have no idea
19 where that -- where that is coming from.

20 And you know, as I've said a couple times in
21 the course of the hearing, I'm not sure sometimes
22 whether this focus on the existence of a tariff or
23 All-Distance is ultimately some sort of dispute arising
24 from discovery or what Ms. Weathersby's views as the
25 key to our case -- or her case, rather.

1 Some of our -- Some of the services that she
2 buys from us were regulated and subject to tariff.
3 Some of those services were not. They're bundled
4 altogether in one package, and, you know, if we changed
5 the price of a tariff service we included the tariff
6 pages I introduced included information about that
7 price increase.

8 We don't have a tariff for things such as
9 voicemail or LINE-BACKER. Those are things the
10 Commission doesn't regulate.

11 As a general matter, you know, we attempt to
12 give notice on bills if the voicemail price is going up
13 or if the LINE-BACKER rate is going up, and to the
14 extent that we were able to find that information on
15 bills Ms. Jacobs included it in AT&T Exhibit 7.

16 I -- In my cross-examination of
17 Ms. Weathersby at the end of May I attempted to elicit
18 information to support several points that would, if
19 nothing else, serve to widdle down the extent of the
20 case. One is that part of her complaints involves what
21 she was charged for voicemail or for LINE-BACKER.
22 Those are services that the Commission has no authority
23 to regulate so it's unclear to me whether she can get
24 any relief to the pricing for those services or changes
25 or the pricing of those services.

1 In addition, Ms. Weathersby -- as you know
2 this complaint starts with billing changes that began
3 in, I guess -- or early 2010, and Ms. Weathersby has
4 been quite clear that she was concerned about those
5 changes -- price increases even back then and tried to
6 bring them to the attention of the Company. What that
7 leads me to want to argue though is that under the
8 Public Utilities Act there's a statute of limitations
9 which would limit the ability of a customer to complain
10 about past billing to two years, and so if
11 Ms. Weathersby knew about these complaints in 2010 but
12 didn't file her complaint -- at the formal complaint at
13 the Commission until earlier this year it's quite
14 possible that the limitations period has run for her
15 ability to dispute charges more than two years prior to
16 the date of her complaint.

17 And I guess that's it. I don't have a big
18 wrap-up here. I guess I would ask how you wish to
19 proceed at this point, whether --

20 ADMINISTRATIVE LAW JUDGE HAYNES: At this point
21 the record will get closed at the end of the hearing
22 today, and I'll be -- after I have an opportunity to
23 review the transcript I'll be issuing a proposed order
24 and it will -- probably the earliest end of July for
25 that proposed order and at which point after I issue my

1 proposed order the parties have an opportunity to brief
2 it and the -- the dates for responding to my order will
3 be included at the end of the order and after the
4 parties have an opportunity to do that then I present
5 an order to the five commissioners here for final
6 order. So procedurally that is what happens next.

7 MR. HUTTENHOWER: All right. Thank you.

8 MS. WEATHERSBY: Okay. Can I say something?

9 ADMINISTRATIVE LAW JUDGE HAYNES: One last thing
10 here.

11 MS. WEATHERSBY: How many exhibits do I have on
12 file?

13 ADMINISTRATIVE LAW JUDGE HAYNES: I have for you I
14 have 1, 2, 3, and 4 that was from in May, and then
15 today we put in your cross-exhibit, which is the letter
16 from the president.

17 MS. WEATHERSBY: That makes five?

18 ADMINISTRATIVE LAW JUDGE HAYNES: Right. So five.

19 MS. WEATHERSBY: So I would like to enter
20 Exhibit 6, and what I have here is copies of files that
21 I started off with me not being -- with me having a
22 sixth grade education, don't work for AT&T, and I'm not
23 an attorney it's plain to see, and I'm going to have to
24 search around where to go. So I started off with the
25 FCC filing these claims, and I have a copy here where

1 that -- Ms. Weathersby whether just sitting around for
2 four years and pulling something out of the woodwork,
3 but I'm constantly on the phone with the representative
4 several times every month from 2009 up until today
5 when --

6 ADMINISTRATIVE LAW JUDGE HAYNES: So --

7 MS. WEATHERSBY: -- I should be relaxing for my
8 golden years. I'm legally blind. I'm having to get my
9 bills under a 300-watt bulb in 90-degree weather and a
10 fan to try to see what's going on with my bill, calling
11 the representative, and making a plea. And I didn't
12 stop at the representative. I asked for the person
13 over them and the person over them, and as you see I
14 got a letter from Office Of The President. And I can
15 give you a list of names. Cassandra Dyson (phonetic),
16 someone she couldn't give me her last name she said her
17 name was Bonnie. All these people are in the
18 escalation and the Office Of The President that I'm
19 dealing with trying to reach a resolution, and when I
20 called the FCC and ICC they say try to work it out with
21 the company first and that's what Ms. Weathersby was
22 doing. She wasn't just sitting around and decided that
23 she's going to call nobody at the last moment, so I'd
24 like to enter this as Exhibit 6.

25 ADMINISTRATIVE LAW JUDGE HAYNES: Okay. Let me

1 just say that we're past the time for exhibits; but as
2 far as your concern regarding the statute of
3 limitations that he brought up that it's too old and
4 you should have done something earlier regarding his
5 statement, as far as that I have the records going back
6 to December 2009 and that's what your complaint says
7 and I'm going to issue an order that addresses the
8 entire four-year time period.

9 So whatever Mr. Huttenhower says about the
10 statute of limitations, you know, he can raise it in a
11 brief on exception if he's worried about it, but I've
12 got the record in front of me and I will address your
13 complaint going back to December 2009.

14 So if that alleviates your concern -- But as
15 far as letters to the FCC or any new evidence at this
16 point it's -- it's too late. Okay?

17 MS. WEATHERSBY: Thank you.

18 ADMINISTRATIVE LAW JUDGE HAYNES: If there's
19 nothing else, then I'm going to close the record and
20 mark it heard and taken.

21 And thank you very much, everyone. Thank
22 you. We're off the record.

23 (Which were all the proceedings
24 had in the above-entitled cause.)

25

1 STATE OF ILLINOIS)
2 COUNTY OF COOK) SS.

3

4 Jennifer Vravis, being first duly sworn, on
5 oath says that she is a Registered Professional
6 Reporter doing business in the City of Chicago, County
7 of Cook and the State of Illinois;

8 That she reported in shorthand the
9 proceedings had at the foregoing hearing;

10 And that the foregoing is a true and correct
11 transcript of her shorthand notes so taken as aforesaid
12 and contains all the proceedings had at the said
13 hearing.

14

15

16

JENNIFER VRAVIS, RPR

17

18 CSR No. 084-004556

19

20 SUBSCRIBED AND SWORN TO
21 before me this 2nd day of
22 July, A.D., 2014.

22

23

24 NOTARY PUBLIC

25