



Legal Services of Eastern Missouri, Inc.

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May 7, 2008

VIA FACSIMILE AND MAIL

Missouri Public Service Commission
Governor Office Building
200 Madison Street
P.O. Box 360
Jefferson City, MO 65102-0360

FILED²

MAY 12 2008

**Missouri Public
Service Commission**

ATTN: Consumer Services

Re: Mary Robinson v. Southwestern Bell Telephone Company d/b/a AT&T
Missouri

Dear Sir or Madam:

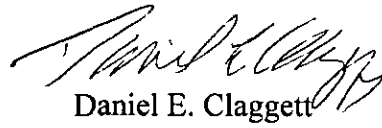
I am counsel for Mary Robinson. Ms. Robinson, who is disabled, has been notified by her telephone company Southwestern Bell Telephone Company d/b/a AT&T Missouri ("AT&T") that her phone service will be disconnected on May 16, 2008 unless she pays \$1648.67 in back charges.

Ms. Robinson disputes these charges and needs her phone for medical reasons. Enclosed is a copy of her Complaint. Also attached is a copy of an Affidavit from Ms. Robinson submitted in support of her Complaint. It is my understanding that your office will seek to resolve this matter informally and that you will notify me if I need to lodge this pleading as a formal Complaint. It is further my understanding that as long as Ms. Robinson pays her current monthly phone charges, AT&T cannot disconnect Ms. Robinson's phone service while the informal investigation of Ms. Robinson's Complaint continues.

If the foregoing is incorrect, please let me know.

Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Daniel E. Claggett", written in a cursive style.

Daniel E. Claggett

DEC (w/encl)

cc: Mary Robinson

Jennifer Heggemann

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

FILED²

MAY 1 2 2008

Missouri Public
Service Commission

MARY ROBINSON

Complainant

vs.

SOUTHWESTERN BELL TELEPHONE
COMPANY d/b/a AT&T MISSOURI

Respondent.

Case No.

COMPLAINT

COMES NOW Mary Robinson and for her Complaint against Southwestern Bell Telephone Company d/b/a AT&T Missouri states as follows:

PARTIES & JURISDICTION

1. Complainant Mary Robinson ("Robinson") is a resident of the City of St. Louis State of Missouri.
2. Respondent Southwestern Bell Telephone Company d/b/a AT&T Missouri ("AT&T") is a corporation organized under the laws of the state of Missouri providing telecommunication services in the City and County of St. Louis, Missouri. On information and belief, AT&T is the successor by merger with Southwestern Bell Telephone Company, L.P. d/b/a SBC Missouri.
3. This Commission has jurisdiction over this matter pursuant to §386.250 (2) RSMo, §386.330 RSMo and 4 C.S.R. § 240-33.110.

FACTS COMMON TO ALL COUNTS

4. At all material times herein Robinson is and was an AT&T Lifeline customer who receives discounted phone service because she is low-income and disabled. She receives a fixed monthly income of \$657 from the Social Security Administration because she is disabled.

5. Robinson requires reliable phone service for medical reasons to ensure access to her physicians, 911 emergency service, Call-a-Ride transportation services for medical appointments, and her family members who regularly check in with her regarding her health status.

6. During the period November 2005 through May 2007, Robinson's monthly bills from AT&T indicated a total amount due of "\$.00". Each month's bill contained a summary of usage charges and a credit for the full amount of charges with the explanation "See Convergent Summary Bill."

7. Upon first receiving these bills, Robinson made several attempts to contact the customer service department of AT&T to determine whether the bills for \$.00 were correct. On all occasions she was told that she owed no money because her bill had been paid. She was provided with no explanation as to why her bills were \$.00 each month or what was meant by "See Convergent Summary Bill."

8. In the absence of any other explanation from AT&T, Robinson assumed her bills for \$.00 each month were the result of her participation in the Lifeline program for low-income and disabled customers.

9. On or about June 30, 2007, Robinson received a bill dated June 17, 2007, in the amount of \$48.27 for regular monthly service charges for that month. Because she is on a fixed income and was not anticipating this expense after receiving 19 consecutive monthly bills in the amount of \$.00, she was initially unable to make this payment on her account.

10. On or about July 31, 2007, Robinson received a bill dated July 17, 2007, in the amount of \$1678.97 of which \$1,633.01 were considered past due. The bill did not provide any explanation for the charges claimed to be past due.

11. On or about August 1, 2007, Robinson contacted AT&T about the past due charges on her bill. Robinson was provided no explanation as to why she had a large past due balance, nor was she informed that she had the right to dispute the charges. Instead, the AT&T representative with whom she spoke told her that she must make arrangements to pay off the past due amount in order to keep her phone service.

12. Thereafter, Robinson received a notice from AT&T that her phone service was in disconnect status for non – payment of past due charges.

13. On or about August 8, 2007, Robinson contacted Legal Services of Eastern Missouri (LSEM) for assistance resolving this dispute with AT&T. Robinson's case was assigned to the Director of Social Work Services at LSEM, Jennifer Heggemann (Heggemann), for initial information gathering purposes.

14. On August 10, 2007, Heggemann contacted AT&T through the company's main customer service number (1-800-ATT-2020). Heggemann explained that she was calling on Robinson's behalf to dispute the past due amount appearing on

Robinson's bill dated July 17, 2007 and to obtain copies of Robinson's billing records related to this past due amount.

15. Heggemann was transferred back and forth between the billing department and accounts receivable several times and was told each time that neither department was responsible for requests related to billing disputes.

16. Eventually a customer service representative agreed to look at the records available on the computer. Per this representative, Robinson's account was not in disconnect status. She could not explain why Robinson had received a disconnect notice on this account.

17. The representative told Heggemann that Robinson's bills had been erroneously charged to a business called Home Lenders. According to this AT&T representative, Home Lenders contacted AT&T on or about June 14, 2007 to report that the company was being billed for another customer's phone services (allegedly Robinson's). Home Lenders' account was credited for this billing error and Robinson was billed for the months of service between November 2005 and May 2007.

18. Heggemann again informed this AT&T representative that Robinson would like to dispute these charges and requested copies of all bills dating back to November 2005. Heggemann was told that bills could only be requested back to December 2006 unless a subpoena was obtained. Heggemann was then transferred to an AT&T representative in the Escalations Department in Dallas, TX for assistance disputing the bill.

19. This AT&T representative ("Pam") reported she had never seen a situation like Robinson's before. She could not explain why a residential customer's services

would be erroneously charged to a business customer's bill. She also indicated that she had never encountered the "See Convergent Summary Bill" notation before and likewise could not explain what it meant.

20. Pam told Heggemann she would try to access Robinson's billing records and get more information about the account. Pam reported she would get back to Heggemann the following week. Pam acknowledged that Robinson's phone service would remain on while the back debt was being disputed as long as Robinson continued to pay her bills for current services each month.

21. On August 21, 2007, Robinson made payments totaling \$95 to cover the current charges included in the bills dated June 17 and July 17, 2007.

22. Pam did not call Heggeman back the following week as she had promised. When Heggemann tried to reach Pam through AT&T's customer service, she was told that the call could not be transferred. She was also told that there was no record of any conversation with Pam in AT&T's computer system and no indication Ms. Robinson's bill was in dispute.

23. Heggemann was then bounced around between AT&T's billing and accounts receivable departments having to re-explain Robinson's billing problems again and again. Finally, on or about August 22, 2007, an AT&T representative named Teresa Wood ("Wood") told Heggemann that she would try to make the bills Heggemann had requested available to Heggeman on-line. Wood also indicated that once all relevant bills had been received she would work with Heggeman and Robinson to resolve the disputed charges. Wood represented that as long as Robinson paid current monthly charges on her bills, Robinson's service would remain on while the back debt was disputed.

24. Meanwhile, Robinson discovered upon reviewing her June 17, 2007 bill that AT&T had been charging her for services that that she did not need and which she did not order such as the InLine Repair Plan, Call Forwarding and Three-Way Calling. Heggemann, on Robinson's behalf, contacted AT&T and requested that Robinson's phone service include only Life Line service, Caller ID, an unlisted number, and Call Blocker. Robinson requested the latter three services because she has been a victim of domestic violence and wishes not to be located or harassed by a former abuser.

25. Heggemann at Robinson's request, also asked ATT to switch Robinson to a long distance plan that only charges Robinson when calls are actually made instead of a regular monthly service charge. Robinson uses long distance infrequently and would have requested this limited long distance service earlier but AT&T never explained this option to her.

26. AT&T representative Wood made the requested changes and indicated that Robinson's average monthly bill without long distance or directory assistance charges would be about \$22.00 including taxes.

27. Thereafter, AT&T made Robinson's bills from March 2006 through July 2007 available on-line to Heggemann. These downloaded bills revealed that beginning sometime prior to November 2005 and continuing up until May 17, 2007, AT&T had charged Robinson \$34.95 per month for AOL Broadband service. Yet, Robinson does not own a computer and had never ordered or received any such internet service.

28. Heggemann e-mailed AT&T representative Wood to request that the bills not made available on-line be forwarded to Heggemann via U.S. Mail. Although Wood

had suggested that Heggeman communicate with her by e-mail, Heggemann received no response to the e-mail and never received the requested bills.

29. On or about September 14, 2007, AT&T disconnected Robinson's phone service despite the fact that her payment for current monthly charges was not actually due until September 17, 2007.

30. Heggemann learned of this disconnect on September 20, 2007. She immediately tried to reach AT&T representative Wood on September 21, 2007 to protest the shut-off. However, Heggemann's efforts to reach Wood proved futile. Instead, Heggeman was transferred to accounts receivable where Heggeman was told that Robinson's service could not be restored unless arrangements were made to pay the back debt (then in dispute).

31. Heggemann was then transferred to AT&T's billing department where a representative acknowledged that the past due charges had been placed in dispute but could not explain why Robinson's service was cut off. Heggemann was then transferred back to accounts receivable. There, Heggemann re-explained that Robinson was disputing the back debt and had paid all current charges on her monthly bill. Accounts receivable asserted that the whole amount of the debt had not been placed in dispute and that there was nothing that could be done until billing corrected the disputed amount. Heggemann was told that someone from billing would contact her.

32. As of October 2, 2007, Heggemann had not heard from AT&T. Consequently, she re-contacted AT&T's customer service department and eventually spoke with a supervisor in the billing department named Heidi. After hearing the history of Robinson's billing problems, Heidi agreed that Robinson's phone service

should not have been disconnected while the bill was in dispute and arranged to have the service reinstated on October 2, 2007.

33. Heidi also agreed to mail Heggemann the bills for the months of 11/05, 12/05, 1/06, 2/06, 3/06 and, once the bills were received, to help resolve the dispute over what amount was actually owed by Robinson.

34. Several weeks later, Heggemann received copies of three bills from AT&T on Robinson's account. But, none of the bills were for the months requested. Heggemann called Heidi at AT&T to re-request copies of bills. Despite leaving multiple voice-mail messages for Heidi and Heidi's secretary over the ensuing weeks, Heggemann received no return telephone call and no acknowledgment of her request for missing bills.

35. Finally, on or about December 3, 2007, Heidi e-mailed Heggemann that she had re-requested the correct months bills and that the bills would be mailed shortly. Heidi also indicated that her job had changed and suggested that Heggemann contact the AT&T accounts receivable. Heidi also indicated she could not guarantee that Robinson's service would not be interrupted for past due balances.

36. Several weeks later, Heggemann received the monthly bills she had requested months earlier.

37. On February 27, 2008, AT&T disconnected all non-basic services from Robinson's account due to non-payment of her alleged back debt. Robinson's phone line currently includes only dial tone service for local calls.

38. On or about April 17, 2008, Robinson received a bill from AT&T that showed past due charges of \$1653.57 and current charges in the amount of \$4.90. When

Robinson called AT&T to inquire about this bill, an AT&T representative informed her that her phone service would be disconnected on May 16, 2008 unless she paid the full amount of the bill (including the past due charges now in dispute).

39. Robinson continues to dispute the back charges claimed by AT&T for the reasons that they include charges for AOL Broadband service which she never ordered, charges for the InLine Repair Plan, Call Forwarding and Three-Way calling that she never ordered, and charges for regular long distance service that she never ordered. Also AT&T had represented both orally and through its bills from November 2005 through May 2007 that she owed zero for the monthly services it was providing.

40. Robinson has continued to make timely payments each month on all bills for current services.

COUNT I – DECLARATORY JUDGMENT

41. Robinson repeats, realleges and incorporates by reference paragraphs 1 through 40 above as fully as if set forth verbatim herein.

42. 4 CSR § 240.33.040 states in relevant part:

(8) Every bill shall clearly state –

....

(E) The unpaid balance, if any;

(F) The amount due for basic local service or the packaged rate if basic local service is bundled with other services in a package;

(G) An itemization of the amount due for all other regulated or non regulated services including the date and duration (in minutes or seconds) of each toll call if each service is provided as an individual service.

(H) The amount due for all other regulated or non regulated services offered at a packaged rate and an itemization of each service included in the package;

(I) An itemization of the amount due for taxes, franchise fees and other fees and/or surcharges which the telecommunications company pursuant to its tariffs, bills to customers;

(J) The total amount due;

(K) A toll free telephone number where inquiries and /or dispute resolutions may be made for each company with charges appearing on the customer's bill.

.....

43. 4 CSR §240.33.080 states in relevant part:

(3) When a customer advises a telecommunications company that all or part of a charge is in dispute, the telecommunications company shall record the date, time and place the inquiry is made; investigate the inquiry promptly and thoroughly; and attempt to resolve the dispute in a manner satisfactory to both parties. 4 CSR §240.33.080(3) *emphasis added.*

44. The July 17, 2007 bill that Robinson received from AT&T stating that she owed \$1678.97 of which \$1,633.01 was past due failed to comply with the 4 CSR § 240.33.040 in that it contained no explanation for these past due charges

45. When Robinson called to question the July 17, 2007 with its cryptic reference to "See Convergent Summary Bill", there was no effort on the part of AT&T]to "investigate the inquiry promptly and thoroughly and attempt to resolve the dispute in a manner satisfactory to both parties." Instead, AT&T, in violation of 4 CSR §240.33.080 told Robinson in August 2007 that she needed to make arrangements to pay off the past due amount in order to keep her service.

46. On or about April 18, 2008, AT&T in violation of 4 CSR §240.33.080 told Robinson that unless she paid the full amount of her bill (including the amount in dispute) her phone service would be disconnected on May 16, 2008.

47. An actual case or controversy exists between the parties.

48. Robinson will suffer irreparable harm and has inadequate remedy at law.

WHEREFORE, Mary Robinson prays that this Commission (A) Declare and decree that AT&T has violated 4 CSR §§240.33.040 and 240.33.080; (B) enjoin AT&T

during the pendency of this action and permanently thereafter from disconnecting or reducing Robinson's telephone service for failure to pay the charges that are in dispute; (C) grant such other and further relief as may be necessary and proper.

COUNT II – DETRIMENTAL RELIANCE

49. Robinson repeats, realleges and incorporates by reference paragraphs 1 through 48 above as fully as if set forth verbatim herein.

50. For multiple months AT&T represented to Robinson through its bills that she had a zero balance. When she called AT&T to inquire about the zero balance, she was told that the balance shown was correct – that is that she owed no money.

51. Robinson relied upon AT&T's representation that she owed no money to her detriment in that had she known the correct amount owing (if any) she could have paid it then; however, as a result of AT&T false representation and assurance that no monies were owed, she paid other less essential bills and now lacks the means to pay the substantial amount that AT&T claims is due.

52. Robinson will suffer serious and irreparable harm if AT&T is permitted to repudiate its prior promise and representation that she owed zero monies and seek to collect monies that it now claims are owed and/or discontinues essential phone service to Robinson as a result of her failure to pay the sums now in dispute.

WHEREFORE, Mary Robinson prays that this Commission (A) declare and decree that AT&T is estopped from claiming that Robinson owes \$1,648.67 for services that it provided prior to July 17, 2007 (the "disputed amount"); (B) enjoin AT&T during the pendency of this action and permanently thereafter from discontinuing or reducing Robinson's telephone service for failure to pay the disputed amount; (D) enjoin AT&T to

restore the basic services that Robinson was receiving prior to February 28, 2008; and (E) grant Robinson such other and further relief as may be necessary and proper.

COUNT III – ACCOUNT STATED

53. Robinson repeats, realleges and incorporates by reference paragraphs 1 through 52 above as fully as if set forth verbatim herein.

54. Robinson's account with AT&T became stated and binding when AT&T sent Robinson bills that stated she had a zero balance. AT&T assented to the bills showing zero balance when Robinson called to inquire about these bills and AT&T assured her that the zero balance shown was correct.

55. AT&T assented to this zero balance with full knowledge of the facts and circumstances attending to it.

56. Robinson will suffer serious and irreparable harm if AT&T is permitted to repudiate its prior promise and representation that she owed zero monies and seek to collect monies that it now claims are owed and/or discontinues essential phone service to Robinson as a result of her failure to pay the sums now in dispute.

WHEREFORE, Mary Robinson prays that this Commission (A) declare and decree that AT&T is estopped from claiming that Robinson owes \$1,648.67 for services that it provided prior to July 17, 2007 (the "disputed amount"); (B) enjoin AT&T during the pendency of this action and permanently thereafter from discontinuing or reducing Robinson's telephone service for failure to pay all or any portion of the disputed amount; (D) enjoin AT&T to restore the basic services that Robinson was receiving prior to February 28, 2008; and (E) grant Robinson such other and further relief as may be necessary and proper.

COUNT IV – EMOTIONAL DISTRESS

57. Robinson repeats, realleges and incorporates by reference paragraphs 1 through 56 above as fully as if set forth verbatim herein.

58. 4 CSR §240.33.080 states in relevant part:

...

(5) If a customer disputes a charge, the customer shall pay an amount to the telecommunications company equal to that part of the total bill not in dispute. The amount not in dispute shall be mutually determined by the parties. The parties shall consider the customer's prior usage, the nature of the dispute, any other pertinent factors in determining the amount not in dispute. The telecommunications company shall not discontinue service to a customer for nonpayment of charges in dispute while that dispute pending. 4 CSR § 240.33.080(5) emphasis added.

59. AT&T violated the foregoing regulation by discontinuing Robinson's phone service from September 14, 2007 through October 1, 2007, when Robinson had paid all amounts not in dispute.

60. AT&T is continuing to violate the foregoing provision by threatening to disconnect her phone service for non-payment of the charges that are in dispute.

61. On information and belief, AT&T knew or reasonably should have known when it disconnected Robinson's phone service on September 14, 2007 that its conduct posed an unreasonable risk of causing emotional distress to Robinson.

62. On information and belief AT&T knew or reasonably should have known when it informed Robinson that it would disconnect her phone service on May 16, 2008 unless she paid the disputed amount and all current charges that its threatened conduct would cause emotional distress to Robinson.


63. As a direct and proximate result of AT&T's wrongful discontinuance of Robinson's telephone service for a period of 17 days from September 17, 2007 to

October 2, 2007 and AT&T's renewed threat to disconnect Robinson's telephone service again unless she pays the amount of her telephone bill in dispute, Robinson has suffered emotional distress and other damages in an amount that is presently undetermined but believed to be in excess of five thousand dollars (\$5,000).

64. On information and belief, the actions of AT&T were done were willful, wanton and reckless and entitle Robinson to punitive damages.

WHEREFORE, Mary Robinson prays that this Commission (A) declare and decree that AT&T has violated 4 CSR § 240-33.080; (B) Award Robinson her actual damages in such amount as may be proven at trial (but believed to be in excess of \$5,000) and punitive damages in such amount as may be fair and reasonable; and (C) grant Robinson such other and further relief as may be necessary and proper.

LEGAL SERVICES OF EASTERN
MISSOURI, INC.


DANIEL E. CLAGGETT MB# 26982
4232 Forest Park Avenue
St. Louis, Missouri 63108
(314) 534-4200 telephone
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ATTORNEYS FOR COMPLAINANT

AFFIDAVIT OF MARY ROBINSON

I, Mary Robinson, being first duly sworn, do upon my oath depose and state as follows:

1. I am 54 years old and have personal knowledge of the facts set forth herein.

2. I am disabled and received \$657 per month from the Social Security Administration for my disability. This is my only income.

3. I need reliable phone service to contact my doctors, for 911 emergency service, to contact Call-a-Ride transportation services for medical appointments, and to reach family members who check in with me regarding my health status.

4. I have used the same phone service for more than 10 years. To the best of my knowledge, that phone service provider is currently known as Southwestern Bell Telephone Company d/b/a AT&T Missouri ("AT&T").

5. During the period November 2005 through May 2007, my monthly bills from AT&T indicated a total amount due of \$.00. Each month's bill had a summary of usage charges and a credit for the full amount of charges with the explanation "See Convergent Summary Bill." Copies of the bills (including copies that were later obtained on my behalf by advocate Jennifer Heggemann as described below) are attached hereto as Exhibits 1 through 27.

6. When I first began receiving these bills, I made several attempts to contact the AT&T service department to determine whether the \$.00 amount shown on my bills was correct. On each occasion, I was told that I owed AT&T no money and that

my bill had been paid. No one explained why my bills showed a zero balance or what was meant by "See Convergent Summary Bill."

7. During this time period, I was participating in the AT&T Lifeline program for low-income and disabled customers and assumed that this was the reason my bills showed a zero balance.

8. On or about June 30, 2007, I received a bill from AT&T dated June 17, 2007 in the amount of \$48.27 for regular monthly services charges for that month. I did not have the funds to immediately pay this bill because I am on a fixed income, and after receiving 19 consecutive bills from AT&T showing I had a zero balance, I had not budgeted for this expense. (However, this bill was paid on or about August 21, 2007)

9. On or about July 31, 2007, I received a bill from AT&T dated July 17, 2007 in the amount of \$1678.97 of which \$1633.01 was claimed to be past due. The bill did not provide any explanation for the charges claimed to be past due. A copy of the bill is attached hereto as Exhibit 28.

10. On or about August 1, 2007, I contacted AT&T about the past due charges shown on my July 17, 2007 bill. AT&T could provide no explanation why I had a large past due balance. The AT&T representative with whom I spoke never told me that I had the right to dispute the charges. Instead, the representative told me that I must make arrangements to pay off the past due amount in order to keep my phone service.

11. To the best of my recollection, I then received a notice from AT&T that my phone service was in disconnect status for non-payment of past due charges.

12. I contacted Legal Services of Eastern Missouri ("LSEM") and received assistance from Jennifer Heggemann, a social worker there. Among other things, Ms.

Heggemann requested copies of all bills showing the charges which AT&T claimed I owed.

13. When I reviewed these bills, I discovered that for a period of time beginning before November 2005 and continuing to May 17, 2007, AT&T had been charging me \$34.95 for AOL Broadband Monthly Fee. Yet, I do not have a computer and have never ordered or received any such internet service.

14. I also discovered upon reviewing the June 17, 2007 bill that AT&T was charging me for services that I did not need and did not order such as InLine Repair Plan, Call Forwarding and Three-Way Calling. These services were dropped after Ms. Heggemann, on my behalf, notified AT&T that I only desired the Lifeline Service, Caller ID, an unlisted telephone number and Call Blocker. I requested these services because I have been a victim of domestic violence and do not wish to be located or harassed by a former abuser.

15. Ms. Heggemann, on my behalf, also requested that I be switched from a long distance plan that only charges me when calls are actually made instead of a regular monthly service charge. I do not make many long distance calls and would have requested this change earlier but AT&T never explained to me that I had this option.

16. On or about September 14, 2007 AT&T disconnected my phone service even though my advocate Jennifer Heggemann and I had both notified AT&T that I was disputing the past due amount shown on my July 17, 2007 bill and I had paid all of my current monthly charges with the exception of my September 2007 bill which was not due until September 17, 2007.

18. On or about April 17, 2008, I received a bill from AT&T that showed past due charges in the amount of \$1648.67 and current charges in the amount of \$4.90. When I called AT&T about this bill, an AT&T representative informed me that my phone service would be disconnected on May 16, 2008 unless I paid the full amount of the bill – both the past due charges (which I dispute) and the current charges.

Mary Robinson

State of Missouri)
) SS
City of St. Louis)

my commission expires:

EDNA BYRD
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis City
My Commission Expires: June 15, 2011
Commission Number: 07389439

Notary Public