

Kitty vs Goliath -- A Customer's Battle with AT&T

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In dismay, Kitty numbly set down her cell phone. The call was from a debt collection agency demanding payment for her AT&T account—an amount she did not owe. She was stunned that AT&T would damage her excellent credit record by turning her account over to a collection agency. A previous shock from AT&T compounded her distress. Two days earlier, AT&T had disconnected her land line without giving notice. Without a land line, her alarm system was worthless since the system used the land line to monitor the possibility of a break-in. As a widow living alone, she now had no protection from a home invasion. This company seemed to have no concern whatsoever for its customers.

Problems with AT&T began several months ago when Kitty could no longer open her AT&T paperless bill. For more than two years she had enjoyed the option of e-billing, a huge convenience, particularly since she was away from home for extended periods of time. Wherever she was, she could easily access and examine her billing statement by email and then pay online. E-billing was an effective cost-saving technique for AT&T. So she wondered why the company had not been more careful to make sure that changes to e-billing procedures would not adversely affect customers. And why did AT&T fail to correct the problems immediately? Since she could no longer examine her bill nor pay it online, she attempted to have AT&T send the monthly statements in paper form instead of through email.

To make the changes, she had reluctantly tried to call AT&T's customer service center even though past experiences with contacting the call center had been frustrating and time consuming. The call center's recorded message system was often confusing and seemed to be a cost-saving tactic designed to reduce customer service calls. However, Kitty did remember that in the past when she connected with a live person, her problems were satisfactorily resolved.

Since she was going to make the call to request paper bills anyway, she decided to use the same call to have AT&T discontinue her internet service, a task she had been postponing. Her home computer had stopped working several months ago, but because she had easy access to her daughter's computer, she had no plans to replace her own. Rather than enduring the frustrating call to AT&T's call center, she had continued to pay for internet service. For months after her computer crashed, she had noted the cost of the unused internet service and resolved to have the service discontinued. But month after month, the cost of the unnecessary service seemed not as important as the agony of calling the company.

Kitty finally made the dreaded call only to hear the all too familiar recording, “The service department is experiencing a large number of calls during this peak time. Call back at a different time or plan to wait longer than usual to speak with a representative.” The recorded message however, gave no indication of what time would be a non-peak time. Unable to imagine a longer wait than experienced in the past, she decided to call back later. Customer service at other firms seemed so much better, especially at her favorite retail establishments. Almost always, when lines for service or for checking out became too long, these businesses would re-assign employees to open more service lines in order to provide faster customer service. AT&T could improve customer service greatly by doing the same.

After several unsuccessful attempts at calling AT&T, she ultimately resolved to tolerate the wait, contact the call center, and take care of this problem once and for all. Following the long wait, the recorded message finally instructed her to begin the recorded “respond by pressing a number” routine, which seemed to be confusing and time-consuming. At long last, the sound of a ring tone indicated that she had connected with a service representative’s phone. Yet, after only two or three rings, she was completely cut off and heard only the dial tone.

Unwilling to continue enduring that level of frustration and to waste that much time, Kitty decided never to call AT&T again and was determined that this and any further correspondence with AT&T would be by U.S. mail. Since she had recently experienced some hearing loss, conducting business by mail was her preference, anyway. A colleague from another country who preferred to conduct business by mail came to mind, even though his reason for the preference was different. He had beautiful command of the English language, but differences in pronunciation caused him to be unclear about much of the substance of conversations by phone. Written correspondences, therefore, were much less complicated for him. Through written correspondence, Kitty similarly envisioned fewer complications and less frustration. So, in an attempt to get her problems solved, she sent the letter found in Figure 1 to two different addresses included on the company web site.

Fully expecting that AT&T would honor her requests, she was unpleasantly surprised the following month to receive email notification that her bill was ready for payment. Believing that the on-line billing problem had been corrected, she attempted to open the billing statement, but was once again unsuccessful. Assuming that AT&T would also be mailing her bill as requested, she waited a few days but received nothing. In the past AT&T had promptly honored her requests for service; for that reason, the company’s non-response to this request was disappointing.

For a second time, she found the payment address to send payment by mail and sent the same letter (see Figure 1) both to the addresses she had previously used as well as to a different address from the web site. She additionally sent the letter included in Figure 2 along with her payment to the payment address. Even though the payment address was simply a drop box, someone had to read the letter to determine what account to credit. She hoped that her letter would be sent to an employee who would take care of her problem.

The next two months, April and May, presented her with the same unpleasant surprise, and each month she sent the same two letters to the two different AT&T addresses, and also with her

payment to the payment address. During May, a family member's cell phone on her calling plan deteriorated to the extent that the phone was impossible to use. After having been completely ignored by AT&T, she decided to change service providers rather than acquiring a new cell phone through AT&T. Since her home security system needed a land line for monitoring purposes, Kitty did keep her land line. AT&T had an effective monopoly on land lines in her area.

During the process of contracting with the new cell phone provider, she thought about the numerous promotional letters AT&T had sent over the years attempting to recruit new customers. The letters included valuable incentives to attract new customers to use AT&T services. AT&T was willing to incur a large cost to attract a new customer; yet, the company would have incurred very little cost to keep her as a continuing customer. Somehow that made no sense.

The same non-treatment continued until August when she did not even receive an email notice that her bill was ready for payment and, yet again, nothing by U.S. mail. In complete frustration, she sent the letter found in Figure 3.

While the letter was rather sarcastic, it did get results. A customer service representative attempted to call Kitty, but the representative's work shift ended at noon. As clearly stated in her letter, she could not be reached by phone until the afternoon. Yet the company had chosen a representative who could call only in the morning. Through persistent calling, the representative did finally reach Kitty during her break. The conversation was extremely short, however, because Kitty's break was limited and the representative's shift was also ending. The representative's apparent urgency to complete the conversation made Kitty wonder if AT&T punished employees for working overtime.

That abbreviated telephone conversation managed to solve one problem; AT&T finally did mail all of her previous months' bills. As suspected, those bills included several items that should not have been charged to her account. She then sent AT&T a letter (see Figure 4) discussing the disputed charges.

The company did not reply to her letter, nor did it mail any further bills. In fact, AT&T made no further attempt to communicate with her. At the end of September, she sent yet another letter (see Figure 5).

Two weeks after she sent the letter found in Figure 5, the company cut off her land line. Feeling ignored, she believed the only way to keep her much-needed land line was to pay a bill she did not owe—a payment she was not going to make.

Finally, on November 16, AT&T mailed her a billing statement. That statement, though, had not included credit for any of the items requested and further stated that since her bill was overdue, payment was required by November 16 (the day she received the bill). Two days later, on November 18, Kitty received the call from the collection agency informing her that AT&T had turned her account over to the agency for collection. To her disgust, she surmised that this was a cost saving measure of AT&T. Instead of taking the time to resolve her billing questions, the

company seemed to be giving her the choice of paying a bill she did not owe or having a mark against her credit rating.

Frustrated and angry about the poor service, Kitty believed that AT&T was treating her unfairly. Her opinions reflected many negatives, such as helplessness. She wondered about the ethics of the company's actions toward her, but her personal judgment did not constitute proof of unethical behavior. Knowing that large companies typically have an "ethics statement," she read "AT&T's Code of Business Conduct" (reproduced in part in Figure 6) on the company's website. The statement appeared to be AT&T's version of what is generally known as a "code of ethics." The "code of ethics" described rules of conduct which seemed to paint a much different picture of expected employee conduct than that which she had endured for so many months.

AT&T did not appear to be following its own standard of conduct. Moreover, the statement had not included any discussion of ethical and timely procedures for solving problems encountered after the sale. The company did not even give the impression of trying to solve her problems—much less in an ethical and timely manner.

Another omission was any statement concerning the ethical and timely resolution of disputed account balances. AT&T had made no attempt to resolve the amounts she had disputed; the company had simply turned her account over to a collection agency. Yet, she had faithfully paid her bill to this company for more than forty-five years. Did the company ever question why she would just not pay her bill now? Why had the company failed to investigate the probability that the basis for her non-payment included credible questions concerning the amounts charged?

Fuming over AT&T's treatment, Kitty's view was that the company had no intention of conducting business with her in a fair manner. She decided to find out what legal requirements the company had violated in its treatment of her. The Public Service Commission is the regulatory agent of telecommunications companies in Louisiana. After carefully examining all regulations concerning telecommunications companies that addressed her problems (see Figure 7) she sent two letters. The first letter (Figure 8) went to AT&T's chief executive officer. The second letter (Figure 9) went to the Chairman of the Louisiana Public Service Commission, with a copy sent to AT&T's chief executive officer.

Upon receipt of these letters, a representative of AT&T, at long last, contacted Kitty. The representative was helpful and agreed to credit her account as requested, except for the contract termination fee. The representative explained that although the land line division sends all of the billing statements for both divisions, the cell phone division was not under jurisdiction of the land line. Consequently, Kitty would need to request a credit for the termination fee directly from the cell phone division. Reluctantly, she agreed to talk to the cell phone division only if a representative called her, but also emphatically stated that she was not going to pay the fee.

Shortly after that conversation, a representative from the cell phone division did contact her. Because of the extremely harsh tone in his voice, however, Kitty, having never been subjected to such nastiness by any other AT&T employee, decided to minimize her conversation with him. She informed him that she was not responsible for sending herself the bills and that his problem

was an internal problem. He needed to work with the division that was responsible for sending billing statements for both divisions.

As an outsider to the company, with no control over how or when or if her bill was sent, she believed that she was not responsible for the breach of contract made by the company and therefore not liable for a fee. In her opinion, the company had breached the contract by not sending her bills as required by law. The representative's defense that the other division was supposed to send the bill was invalid. Simply contracting with another division to fulfill the cell phone division's obligation did not relieve the division of responsibility to make sure that the bills were sent properly. That representative never contacted her again. AT&T never sent a check for the termination fee, either.

Although Kitty was relieved that her ordeal with AT&T was finally over, she was somewhat saddened and confused. AT&T was a company she had done business with for many years. Even during all but the most severe weather, AT&T had provided reliable service and had satisfactorily resolved the few problems she had encountered with the company in the past. A long-lived, good business relationship ended sadly.

Most remarkably though, she was confused at how this company would so carelessly discard a good customer. By adding services over the years, she had continually increased the company's revenues and had never failed to pay her bills. What had gone wrong? This company may have become too big to be capable of being flexible with customers, possibly requiring employees to help only those customers who "toed the line" by enduring the established, unpleasant process of calling the service line for help. Did this large company simply not care about salvaging an individual customer, knowing that it could quickly replace the loss of one dissatisfied customer with a customer who had become dissatisfied with another telecommunications company?

While filing away her letters and copies of billing statements, she wondered what action on her part could have caused a better outcome. Debating whether she could have done a better job of communication, she looked back through the letters. She had spent a significant amount of time not only in writing the letters but also in researching AT&T's Code of Business Conduct and the Louisiana Public Service Commission's regulations. Spending all that time was not very logical considering that the representatives at the call center most likely would have easily solved her problems. Even though the process of contacting the call center was annoying, in past experiences, the representatives always were extremely polite and knowledgeable and had solved all of her problems satisfactorily.

Even though Kitty realized that she may have been able to take action to improve her situation, she still thought that AT&T had mistreated her. She was unable to determine whether this treatment was due to an unethical large company, to its poor business practices, or to questionable ethics of certain employees. Although the reasons for AT&T's actions were unclear, she had endured its poor treatment long enough and felt that AT&T had forced her to change to another service provider.

Figure 1

1234 Anystreet Avenue
Anytown, Louisiana 12345

AT&T
1055 Lenox Park Blvd.
Atlanta, GA 30319

Dear Sir or Madam:

This letter, partly of complaint and partly requesting a change in service, is for the account listed as phone number 123-456-7890.

My first complaint is about changes you made to the internet billing. Because of these changes, I am unable to access my bill in order to pay it. This new billing requires me to know how I am classified by you. First, I have no idea how you classify me as a customer. Secondly, I really don't care how you classify me as a customer. Finally, exactly how is that good service that you can't even send my bill already pre-classified for me so I can simply pay it? Please begin at once to return to sending me a paper bill via the U.S mail service. Also, since you caused this problem, do not charge me for this paper billing. I have included a copy of this request made to your payment address, which was simply ignored.

My second complaint is the impossibility of contacting you. I tried to contact you (a telephone company) by phone but, of course, could not figure out how to get a live person by telephone—at a telephone company. How ridiculous!

My final complaint is the worsening service for my cell phone. There are fewer and fewer places where I can get service, and I am frequently simply cut off. Yet, my phone bill seems to get larger and larger. It certainly hasn't decreased with the worsening service.

The change of service I am requesting is that, since my computer is broken, I no longer need the internet at my home. If it is possible, however, I would like to keep my Bellsouth email account. If I must give up my Bellsouth email, I would like to set up notification of an alternative email account that people will automatically receive when trying to contact my Bellsouth account.

Please respond by mail. I primarily use my cell phone, but because of very poor service, it is impossible to have a reasonable conversation using it.

Sincerely,
Kitty Lastname

Figure 2

1234 Anystreet Avenue
Anytown, Louisiana 12345

AT&T

Dear Sir or Madam:

In regard to my account #123-456-7890 1111111

Enclosed is my check in payment of my phone bill.

Whatever you did to payment by internet is not working, and no one is answering the phone of your company—a telephone company!

Also, it is virtually impossible to contact you in any way. The “contact us” designation is a joke—it certainly gives me no way to contact you.

Please send all future bills to my home address (see above) by postal service mail. I have taken too much of my time trying to pay by internet and no longer desire to do this.

Since your company caused this problem, do not attempt to charge me extra to mail my bill.

Obviously, I am a very dissatisfied customer.

This is my second request.

Sincerely,
Kitty Lastname

Figure 3

1234 Anystreet Avenue
Anytown, Louisiana 12345
August 15, 2011

AT&T
1055 Lenox Park Blvd.
Atlanta, GA 30319

Dear Sir or Madam:

In regard to my account #123-456-7890 1111111

Apparently my previous letters were far too complicated; otherwise, I am certain you would have afforded me the very basic courtesy of a reply. This letter will be quite simple.

1. Please mail my current statement to my home address (see above).
2. Please mail all future statements to my home address (see above).
3. Please mail my statements from the previous six months to my home address (see above).
4. Do not attempt to charge me for these requests. Something you did caused me to be unable to access my statements that were formerly emailed to me; therefore, I should not have to pay for any mailed statements.
5. Do not attempt to charge me for any late fees. I have not received a statement from you in more than a month, by mail nor by email. I have not been able to view my statements for more than five months.
6. I WILL NOT call you. Subjecting myself to your interminable cacophony of recorded messages is simply an act of frustration.

For your convenience, I have included a copy of the letter previously mailed to you several times to several different addresses.

Please respond by mail. If you prefer to call me, I am available from 1:30 to 5:00 in the afternoon at 098-765-4321.

Sincerely,
Kitty Lastname

Figure 4

1234 Anystreet Avenue
Anytown, Louisiana 12345
September 15, 2011

AT&T
1055 Lenox Park Blvd.
Atlanta, GA 30319

Dear Sir or Madam:

In regard to my account #123-456-7890 1111111

Thank you for sending my current telephone bill and the six previous months of bills as I requested. Please correct the amount due on my account as follows:

Deduct internet service charges for five months, beginning with the April 14 bill, at \$27.95 per month, total \$139.75.
Deduct Contract Termination Fee from the June 14 bill, items number 4, 5, 6, total \$142.11.
Deduct late payment charges of \$5.20 on the July 14 bill and \$8.76 on the August 14 bill.
These deductions total \$295.82.

The internet service charges need to be deducted. I requested your help in my letter of February 2011. In that letter, I informed you that my computer no longer worked, so I no longer needed internet service. If you had responded in a timely manner, the service would have been discontinued no later than March 2011. Therefore, all my bills since March 2011 will be adjusted for that service.

The contract termination fee is to be eliminated. I terminated cell phone service with you out of frustration only after your company completely ignored my pleas for help for four months. By refusing to provide me with the help I needed, in effect, your company terminated the contract, not me. You owe me \$142.11 for your termination of this contract; I owe you nothing. Take the charge off of my account, and send me a check.

The late payment charges are to be eliminated. Beginning in February, I began sending you notices every month that I was not receiving my bill. Until July, I could see the balance, but nothing else. Since my email completely stopped working in July, I have received no indication of the balance of my bill, if any; therefore, I owe you nothing for a late fee.

As of my statement dated August 14, 2011, this account has a credit balance of \$293.44, calculated as follows:

Balance, per statement	\$459.63
Deductions from above	-295.82
Payments not credited	<u>-457.25</u>
Credit balance	-293.44

Additionally, please eliminate the long distance service on this account. I will no longer pay for it after the next billing cycle.

I WILL NOT call you. Subjecting myself to your interminable cacophony of recorded messages is simply an act of frustration.

For your convenience, I have included a copy of the letter previously mailed to you several times to several different addresses.

Please respond by mail. If you prefer to call me, I am available from 1:30 to 5:00 in the afternoon at 098-765-4321.

Sincerely,
Kitty Lastname

Figure 5

1234 Anystreet Avenue
Anytown, Louisiana 12345
September 30, 2011

AT&T
1055 Lenox Park Blvd.
Atlanta, GA 30319

Dear Sir or Madam:

In regard to my account #123-456-7890 1111111

Please tell me why my simple request for a mailed statement of my account cannot be accomplished. Your company has been unable (unwilling?) to provide me with this very basic service. I would appreciate more respect than you have accorded me. In the first place, I am a person; secondly, I am your customer; and finally, I have been your customer continuously since 1965. Surely, I am deserving of some degree of respect from your company.

I have not yet received the September, 2011, statement of my account, even though I have several times requested that you send all of my statements by mail to my home address.

Please send my statement of September 14, 2011, to my home address (see above).

Please send all future statements to my home address (see above).

I WILL NOT call you. Your interminable cacophony of recorded messages is, in itself, an affront to any modicum of civility.

Also, I am including a copy of my letter of September 15, 2011, in which I am disputing several charges to my account. Although you have had more than enough time, you have not responded in any way to my letter. Please respond in a timely fashion.

Please respond by mail. If you prefer to call me, I am available from 1:30 to 5:00 in the afternoon at 098-765-4321.

Sincerely,
Kitty Lastname

Figure 6

Commit To It

AT&T's Code of Business Conduct

All AT&T Employees:

At AT&T, how we do business is just as important as what we do.

Our reputation for doing the right thing is one of our most valuable assets. Our customers believe in our products and services, and they trust us. It's up to each of us, every day, to protect that trust. Living up to the highest standards of honesty, integrity and respect is the most important commitment we can make – to each other, our customers, our business partners and our shareholders.

Introduction

Our Vision at AT&T – connect people with their world, everywhere they live and work, and do it better than anyone else – is what unifies us as a company. In order to fulfill that mission, each of us is responsible for protecting AT&T's longstanding reputation as an ethical, reliable, and honest business.

The employees of AT&T represent that reputation to the public. This Code of Business Conduct sets out certain fundamental commitments we make to each other, to our customers, to our shareholders, and to all who have a stake in AT&T's success.

No Code of Business Conduct can provide rules that cover every situation or challenge. This important document serves each of us as a guide to our ethical commitments and leads us to ethical decisions that ultimately benefit AT&T's employees and shareholders.

By keeping those commitments and making those decisions, we safeguard AT&T's solid reputation. It is this reputation that enables us to deliver on our mission with the honesty and integrity our customers expect.

Our Commitment to Our Customers

We follow ethical sales practices.

Our customers should always know we value them. We fairly represent our products and services to them. We listen to our customers, and challenge ourselves to find new ways to offer the best solutions available to help them communicate efficiently, sustainably and safely.

We earn and preserve their trust by treating them with honesty and integrity, and in a professional, courteous manner. We deliver what we promise. We do not provide goods or services that customers did not authorize.

Sometimes, our customers are our competitors and suppliers as well. In those situations, we serve them in the same professional manner we would extend to any customer.

We guard the privacy of our customers' communications.

We protect the privacy of our customers' communications. Not only do our customers demand this, but the law requires it. Consistent with this principle, although we comply with government requests for customer communications, we do so only to the extent required by law. Maintaining the confidentiality of communications is, and always has been, a crucial part of our business.

We protect the information about our customers that they entrust to us.

AT&T possesses sensitive, detailed information about our customers, who rely on AT&T to safeguard that information. Laws and regulations tell us how to treat such data. Any inappropriate use of confidential customer information violates our customers' trust and may also violate a law or regulation. Preserving our customers' trust by safeguarding their private data is essential to our reputation.

We comply with regulations that apply to government customers.

Doing business with certain government entities requires adhering to strict and sometimes unique regulations. We are well trained about these rules, and we follow these regulations in our interaction with the government. We are committed to this enhanced level of diligence for these governmental customers. We follow instructions to seek advice immediately from our internal experts whenever we are in doubt about any activity. In particular, dealing with schools, libraries, and rural health care providers imposes strict rules that require special training prior to any activity, and require constant diligence.

Figure 7

CUSTOMER SERVICE REGULATIONS FOR TELECOMMUNICATIONS SERVICE PROVIDERS (Amended at Business and Executive Session held November 2, 2000)

PREAMBLE

In response to numerous complaints from Louisiana consumers, the Louisiana Public Service Commission (Commission) hereby enacts the following regulations for the purpose of improving the customer service, or lack thereof, offered by telecommunications service providers operating within Louisiana. The Commission observes that while the deregulation of the telecommunications industry has resulted, in many cases, in lower prices and increased innovation, deregulation has also caused shortcomings in the level of customer service provided by a number of telecommunications service providers. Therefore, in enacting these regulations, the Commission seeks to construct a regulatory framework which ensures that all Louisiana consumers will be provided with, at the very least, a base level of customer service.

...

Section 301. Regulations

1. The Commission holds that Louisiana consumers with customer service inquiries and/or complaints should be able to speak with a live customer service agent. Therefore, the Commission hereby mandates that all TSPs provide a means to access a live customer service agent during normal business hours when calling the toll free number required by Section 1201.B.6 of the Commission's Regulations for Competition in the Local Telecommunications Market.

B. The Commission deems that Louisiana consumers with customer service inquiries are entitled to a timely response to their inquiries and/or complaints. Therefore, the Commission hereby requires that all TSPs adequately respond to Louisiana consumers' verbal or written inquiries and/or complaints on a timely basis. TSPs may respond to consumer inquiries and/or complaints verbally or in writing.

1. In order to be considered an adequate response, TSPs shall perform one of the following actions:

- a. Notify the consumer, either verbally or in writing, that the consumer's inquiry and/or complaint has been resolved in the consumer's favor;
- b. Explain to the consumer, either verbally or in writing, why the consumer's inquiry and/or complaint cannot be resolved in the consumer's favor; or
- c. Explain to the consumer, either verbally or in writing, why the TSP needs additional time to attempt to resolve the inquiry and/or complaint. If a TSP chooses this option, the TSP shall have ten (10) business days from the date of response to either (1) notify the consumer, either verbally or in writing, that the consumer's inquiry and/or complaint has been resolved in the consumer's favor or (2) explain to the consumer, either verbally or in writing, why the consumer's inquiry and/or complaint cannot be resolved in the consumer's favor.

2. If a TSP chooses to respond verbally, the TSP's verbal response must be personally received by the consumer who initially made the inquiry and/or complaint by the close of the third business day following receipt of the consumer's verbal inquiry and/or complaint or at the close of the tenth day following receipt of the consumer's written inquiry and/or complaint.

3. If a TSP chooses to respond in writing, the TSP's written response must be postmarked by the close of the third business day following receipt of the consumer's verbal inquiry and/or complaint or by the tenth day following receipt of the consumer's written inquiry and/or complaint.

...

RULES AND REGULATIONS CONCERNING TELECOMMUNICATIONS SERVICE PROVIDER BILLING PREAMBLE

The Louisiana Public Service Commission (LPSC or Commission) hereby promulgates the following regulations (the Regulations) to curtail confusing billing practices which provide a venue for unscrupulous companies to profit at the expense of consumers. These Regulations also arise out of a Commission concern to eliminate cramming, the unauthorized addition of services and charges to a consumer's telephone bill.

...

SECTION 301. Billing

A. A printed bill must be supplied to each customer unless the TSP offers an alternative billing arrangement and the customer positively accepts such an alternative billing arrangement (i.e. electronic bill). An alternative bill must comply with all LPSC billing requirements unless specifically exempted. The customer's acceptance may not be through negative option literature. (i.e., A mail out that allows the change if the customer does not respond.)

B. A Bill must be supplied to the customer at least once a month unless the TSP offers a less frequent billing arrangement and the customer positively elects to be billed less frequently.

C. All billing for telecommunications services must be presented for payment to the consumer within ninety (90) days of the date the consumer incurs the charge unless the consumer elects to be billed less frequently, in which case the consumer must be billed as specified in the carrier's tariff on file with the LPSC. In the instance a TSP receives the billing information for international or O+ calls at a date that prohibits the rendering of a bill for the charge within ninety (90) days, the TSP shall render a bill within sixty (60) days of the receipt of the billing information.

...

Figure 8

1234 Anystreet Avenue
Anytown, LA 12345
November 20, 2011

Mr. Randall L. Stephenson
Chairman, Chief Executive Officer and President
AT&T Inc.
208 S. Akard St.
Dallas, TX 75202

Dear Chairman Stephenson:

Enclosed is a copy of my correspondence with Mr. James M. Field, Chairman of the Louisiana Public Service Commission, as well as several letters to your company requesting service regarding my AT&T account.

Additionally, I have read AT&T's code of conduct. The only way that document can be reconciled with AT&T's shabby treatment of me is that the code either applies to some of AT&T's employees, or it applies to some of AT&T's customers, or it applies some of the time, or a combination of those possibilities. At any rate, it must not have applied to this customer during the time those employees were not helping me.

If you wish, please feel free to correspond with me at my [above] address, or if you prefer, my phone number is 098-765-4321.

Sincerely,
Kitty Lastname

Figure 9

1234 Anystreet Avenue
Anytown, LA 12345
November 20, 2011

Mr. James M. Field, Chairman
Louisiana Public Service Commission
Office of the Commissioner
District 2 – Baton Rouge
617 North Boulevard, Suite B
P. O. Box 2681
Baton Rouge, LA 70821

Dear Commissioner Field:

In reference to my complaint of AT&T's lack of service:

- Failure to provide the ability for me to speak to a live customer service agent by telephone during normal business hours (violation of Louisiana Public Service Commission (LPSC) Docket No. U-24856, Section 301.1.)
- Refusal to send a statement of my account (violation of LPSC Docket No. U-24050, Section 301. Parts A., B., and C.)
- Refusal to respond to my inquiries and my complaints (violation of LPSC Docket No. U-24856, Section 301.B.1. parts a., b., and c.)

In the beginning, my main problem with AT&T was that I could no longer read the statement of my account that was being sent via email. I called the toll-free number several times for help, but was never connected to a live person. Rather than continuing to call, only to be ignored, I began mailing AT&T written requests for a printed statement each month. In that same letter, I also informed AT&T that I no longer needed their internet service. AT&T, however, never responded to my requests. As a result of AT&T's refusal to communicate with me, problems accelerated.

Enclosed are copies of my numerous requests to AT&T for monthly statements of my account, my numerous requests for service, and my numerous complaints. As noted on the correspondence, two of my letters were sent each month for several months, beginning in February.

The ONLY response I ever received from AT&T came at the end of August in reply to my letter of August 15. That feeble response was obviously a sham, with no intention on the company's part to resolve my problems. In my letter of August 15, I requested a reply and stated that the ability to contact me by telephone was limited to afternoons. However, the agent that was assigned to my account ended her working shift each day at noon (a deliberate affront). She tried twice to contact me by telephone, finally connecting at the end of her shift while I happened to have a short break. In the extremely small period of time that we had to talk, nothing was resolved, except that on September 15, I finally received most of (but not all of) the previous statements of my account.

Instead of responding to my additional letters of September 15 and September 30, AT&T cut off my telephone service, even though AT&T owes me more than \$500.

In spite of my continued requests for statements of my account and for a resolution of my problems, no further communication was forthcoming from AT&T until November 16 when I received a statement of my account dated November 9. AT&T never sent me the September nor the October statements.

On the morning of November 18 (two days after receiving the statement dated November 9), I received a telephone call from an employee of Financial Assets Management, a collection agency, attempting to collect the amount I supposedly owed AT&T. Please realize how distraught I became at the thought of a collection agency contacting me. NO account of mine has EVER been turned over to a collection agency. I could hardly talk to the employee because I was sobbing uncontrollably.

Apparently, this vindictive company desires to destroy my excellent credit record in order to punish me for asking for service.

There is also the possibility that this company has committed fraud by selling my account to the collection agency with full knowledge that I do not owe anything. Rather, AT&T owes me more than \$500.

I have been a customer of AT&T since I entered LSU as a freshman in the fall of 1965, faithfully paying for each month's service. Yet, this company now treats me so shabbily. It is disheartening that this once proud, innovative company resorts to such bully tactics—what a shame!

Clearly, I have become an unprofitable customer (i.e., one who actually requires a tiny bit of service) to AT&T. The company, therefore, has chosen to get rid of me, quite brutally, instead of making any attempt to resolve my problems.

Please respond to my home address by mail, or if you prefer, my phone number is 098-765-4321.

Thank you for your service to Louisiana. I noted that the commission instituted its regulations after receiving many complaints concerning telecommunications companies. Sadly, the complaints continue, even after your regulations attempt to stop these companies' poor treatment of their customers.

Please help me, and let me know if you need any additional information.

Very truly yours,
Kitty Lastname

cc: Randall L. Stephenson, Chairman, Chief Executive Officer and President of AT&T