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November 14, 2002

Dale Hardy Roberts
Secretary of the Commission
Missouri Public Service Commission
PO Box 360
Jefferson City, MO 65101

FILED³

NOV 14 2002

Re: Case No. TC-2003-0138

**Missouri Public
Service Commission**

Dear Mr. Secretary:

Attached for filing with the Commission, please find the original and four (4) copies of AT&T Communications of the Southwest's Response To Complaint And Request To Dismiss Or In The Alternative Make Sprint Missouri, Inc. A Party To The Proceeding.

I thank you in advance for your cooperation in bringing this to the attention of the Commission.

Very truly yours,

J. Steve Weber

Attachment
cc: All Parties of Record

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

FILED³

NOV 14 2002

George N. Vellios,
Complainant,

AT&T,
Respondent.

Missouri Public
Service Commission

Case No. TC-2003-0138

**AT&T COMMUNICATIONS OF THE SOUTHWEST, INC.'S
RESPONSE TO COMPLAINT AND REQUEST TO DISMISS
OR IN THE ALTERNATIVE MAKE SPRINT MISSOURI, INC. A PARTY TO
THE PROCEEDING**

Comes Now, AT&T Communications of the Southwest, Inc. ("AT&T") and states as follows:

On October 9, 2002, Mr. George N. Vellios filed a Complaint with the Commission in which he disputed charges assessed by AT&T. On October 15, 2002, the Commission issued its Notice of Complaint directing AT&T to respond by November 14, 2002. The Notice of Complaint indicated that the Respondent may file a written request that the complaint be referred to a neutral third-party mediator for voluntary mediation of the complaint. AT&T does not believe mediation will be required and, therefore, does not request mediation at this time. However, AT&T would agree to mediation in the event the Commission or the Complainant believes mediation would aid in resolving this Complaint.

The assertion included in Mr. Vellios' Complaint and AT&T's responses to those assertions is set forth below.

1. The complainant asserts that AT&T contacted Anna Vellios. AT&T admits that AT&T placed an out-bound marketing contact answered by Anna Vellios on the date stated in the Complaint.
2. The complainant acknowledges that Anna Vellios did select AT&T as their interexchange carrier. The third-party verification required under 4 CSR 240-33-150 clearly indicates that Anna Vellios is the billing party and did authorize AT&T to contact her local exchange carrier to switch her intraLATA and interLATA service to AT&T. Service with AT&T was established in the name of George and Anna Vellios.
3. The complainant asserted that he contacted AT&T to cancel service with AT&T on February 22, 2002. AT&T admits that it cancelled the customer's service as requested. However, prior to the Complainant's actual change to another interexchange carrier, there were calls placed over the AT&T network. As an interexchange carrier, AT&T is not able to physically modify an end-user's choice of pre-selected interexchange carrier. The end-user's local exchange carrier is the only entity that can physically modify an end-user's primary interexchange carrier. By canceling the optional calling plan, the Complaint was no longer subject to monthly recurring charges and, instead, was subject to AT&T's basic rates. Accordingly, because the complainant placed calls on AT&T's network before the customer's carrier selection was changed, the Complainant was assessed charges for those calls.
4. The complainant asserts that he contacted "Sprint" and requested that service be resumed with Sprint. The complainant also indicates that he spoke with a Sprint local representative. AT&T's records indicate that Sprint Missouri, Inc. is the complainant's local exchange carrier. As these allegations involve the complainant's interactions with another party, AT&T can neither admit nor deny these allegations.
5. The complainant asserts that AT&T blocked Sprint from re-establishing service with the complainant. AT&T denies that it took any action that would have blocked or otherwise impeded Sprint Missouri, Inc.'s or Sprint Communications, L.P.'s ability to switch the Complainant's service to Sprint or that would have in any way inhibited Sprint from providing service to the complainant. AT&T is unable to take actions that would prohibit a local exchange carrier from switching a customer to another interexchange carrier.

In summary, AT&T lawfully began providing service to George and Anna Vellios after obtaining proper authorization from Anna Vellios. At the request of George

Vellios, AT&T cancelled the optional calling plan selected by Anna Vellios. AT&T lawfully and properly assessed the charges for the calls made by the Vellios on AT&T's network that are now disputed by George Vellios. AT&T took no action to block or inhibit the conversion George and Anna Vellios' service to another interexchange carrier.

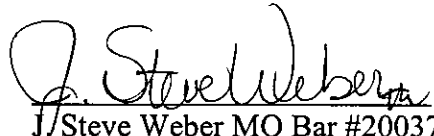
While denies the allegations in the Complaint an disputes that it is at fault for any conduct alleged in the Complaint, in an effort to resolve this Complaint, AT&T issued George and Anna Vellios a credit of \$208.77, resulting in a zero balance owed to AT&T. AT&T will also retrieve George and Anna Vellios' account from collections, which will ensure that there is no record of the dispute on the complainant's credit rating. A copy of the letter notifying the customer of this resolution is attached as Schedule 1. AT&T is hopeful this will resolve the Complainant's dispute and the pending Complaint will either be withdrawn or dismissed.

In the event the Complaint is not withdrawn or dismissed in its entirety, AT&T requests that the portion of the Complaint relating to charges for international calls be dismissed for lack of jurisdiction. The Missouri Public Service Commission has jurisdiction only over calls that originate and terminate within the boundaries of the State of Missouri. It has no authority to investigate or render decisions concerning disputes relating to interstate or international calls. Also in the event the Complaint is not withdrawn or dismissed, AT&T requests that Sprint Missouri, Inc. be made a party to the case. Part of Mr. Vellios' Complaint relates to his interaction with Sprint Missouri, Inc. in attempting to

switch to another interexchange carrier. Sprint Missouri, Inc. must be a party to the case in order for these issues to be fully addressed.

For the reasons stated herein, AT&T requests the Commission accept AT&T's response and dismiss the Complaint in its entirety. In the alternative, AT&T requests the portion of the Complaint relating to charges for international calls be dismissed and that Sprint Missouri, Inc. be made a party to the case.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "J. Steve Weber". The signature is fluid and cursive, with the first name "J." and last name "Weber" clearly distinguishable.

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ATTORNEYS FOR AT&T
COMMUNICATIONS OF THE
SOUTHWEST, INC.

SCHEDULE 1

Schedule 1

November 13, 2002

Mr. George Vellios
1915 Cole Drive
Jefferson City, Missouri 65109

573-638-8262

Dear Mr. Vellios:

I am in receipt of the formal complaint you recently filed with the Missouri Public Service Commission.

I have reviewed your complaint and determined that although AT&T did cancel your account per your request on 2/22/02, there were calls placed over the AT&T network prior to your account being reconnected with Sprint for long distance. Because you had requested the cancellation of AT&T's long distance service, which discontinued the discount rate you had been enrolled in, the calls made during this time frame were correctly billed at the standard AT&T rates, not the calling plan rates your wife was quoted during the sales call.

As a gesture of good will, I rerated the calls in question to the rates your wife was quoted and adjusted a total of \$204.28, which includes tax, off the balance of \$208.77 due on your account. This left a balance due of \$4.49, which I also adjusted as a courtesy to you. Your account now has a zero balance.

I have also taken the appropriate steps to retrieve your account from collections. This should not have any adverse impacts on your credit or credit rating.

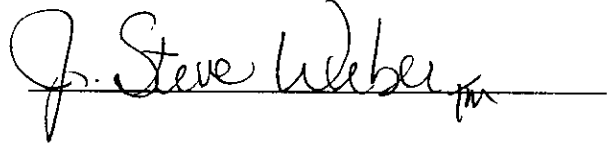
I apologize for any inconvenience this has caused you. Please be assured that your comments and feedback have been forwarded to the appropriate departments within AT&T for review.

Sincerely,

Tracy Garcia
Staff Manager
AT&T Executive Appeals

CERTIFICATE OF SERVICE

A true and correct copy of the foregoing was served upon the parties identified on the following service list on this 23rd day of July, 2001, by U.S. Mail or hand-delivery.

A handwritten signature in cursive script, reading "J. Steve Weber", is written over a horizontal line.

General Counsel
PO Box 360
Jefferson City, Mo 65012

Office of Public Counsel
PO Box 7800
Jefferson City, Mo 65102

George and Anna Vellios
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