

Mike Knell, dba JTR Publishing,

Complainant,

vs.

Pacific Bell Telephone Company and AT&T
Communications of California, Inc.,

Defendants.

Case 01-07-034
(Filed July 25, 2001)

**DIRECT TESTIMONY OF BOB ALEX
ON BEHALF OF PACIFIC BELL TELEPHONE COMPANY (U 1001 C)**

I. BACKGROUND

Q1. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A1. My name is Bob Alex and my business address is 2150 Webster St.,
Oakland CA 94612, Room 704.

Q2. BY WHOM ARE YOU EMPLOYED AND WHAT ARE YOUR CURRENT DUTIES?

A2. I am currently employed by Pacific Bell Telephone Company ("SBC Pacific Bell") as a General Manager of East Bay Service Operations for SBC Pacific Bell. In this position, I am responsible for 43 managers, 149 Maintenance Splicing Technicians, and 431 Service Technicians. The technicians install and maintain residential and business telephone lines for SBC Pacific Bell's retail and resale customers, including other telecommunications carriers (like AT&T) who in turn resell SBC Pacific Bell's services to their retail customers. I am responsible for a wide geographic region in the East Bay that includes that in which Complainant resides.

Q3. PLEASE PROVIDE A BRIEF HISTORY OF YOUR PRIOR WORK EXPERIENCE WITH SBC PACIFIC BELL.

A3. I have 28 years of service with SBC Pacific Bell, and have worked in a variety of jobs including Construction and Engineering, Special Services, Installation and Maintenance, and Network Switching.

Q4. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A4. To show that Pacific: (1) properly maintained the cable facilities that serve our customer, AT&T, and that the cable does not require replacement or upgrading; (2) responded appropriately and in a timely manner to trouble reports forwarded by AT&T; (3) expeditiously investigated and provided Mr. Knell a billing adjustment that he requested for retail installation charges; and (4) complied with its tariff in placing Mr. Knell under Rule 11 treatment.

II. NETWORK OVERVIEW

Q5. PLEASE PROVIDE A GENERAL OVERVIEW OF THE TELEPHONE NETWORK, FROM THE CENTRAL OFFICE TO THE END-USER.

A5. Attached as Exhibit 1 is a diagram of the basic telephone architecture from the central office to the customer's premises. The building on the left side of the diagram is the Central Office; this is where dial tone is developed. There are two cables going from the central office – one is copper, the other is fiber. Complainant is provided service via the copper cable. The fiber cable is used to provide additional service via remote terminals for customers who are a long distance from the Central Office. Each of these cables running from the Central Office to the "interface" or "cross connect" are often called "F1," and are considered "underground."

Next (immediately to the right), the diagram shows the F2 cable, which is also copper, and is often referred to as "aerial cable" or "distribution cable." In most cases, this F2 cable goes to a serving terminal. From there, a "service drop" is provided to each residence or business. These cables are typically placed in manholes, hand holes, sidewalk boxes and buried terminals, as appropriate, in order to reach our customers.

III. SERVICE QUALITY ISSUES

A. Trouble Reports At 4741 Woodthrush Court

Q6. ARE YOU FAMILIAR WITH THE COMPLAINT OF MIKE KNELL?

A6. Yes. Mr. Knell filed a Complaint against SBC Pacific Bell and AT&T in July of 2001 in which he alleged service outages and directory listings for two of his telephone numbers (925-485-0461 and (925-846-3642). Since that time, he has amended that Complaint to include three other telephone numbers (925) 462-3619, (925) 462-5093 and (925) 455-4975. (925) 455-4975 is a retail account that Mr. Knell has with SBC Pacific Bell that is located in Livermore, California. The remaining telephone numbers are accounts owned by AT&T. AT&T provides resale and/or facilities-based local service to Complainant for those numbers at his residence at 4741 Woodthrush Court in Pleasanton, California.

Q7. IS COMPLAINANT A CUSTOMER OF SBC PACIFIC BELL FOR SERVICE PROVIDED TO 4741 WOODTHRUSH COURT IN PLEASANTON, CALIFORNIA?

A7. No. As explained in Ms. Henry's testimony, AT&T is Pacific Bell's customer for service at that address. Complainant ceased to be Pacific Bell's customer at that address over five years ago when AT&T, apparently with Complainant's permission, migrated his four telephone numbers, (925) 485-0461, (925) 846-3642, (925) 462-3619 and (925) 462-5093, to AT&T. For more information, please see the testimony of Ginger Henry.

Q8. WHAT ARE THE IMPLICATIONS OF THE FACT THAT MR. KNELL OBTAINS SERVICE FROM AT&T, RATHER THAN FROM SBC PACIFIC BELL, FOR THESE NUMBERS?

A8. As explained in Pacific Bell's Motion to Dismiss of March 22, 2002 Mr. Knell is AT&T's customer and Mr. Knell must address any concerns with his local telephone service to his provider -- AT&T -- not with Pacific Bell.

Q9. WHAT IS A TROUBLE REPORT?

A9. A trouble report is a work item generated by Pacific Bell's Customer Service Bureau when a customer calls in with some type of service problem.

Q10. DOES THE EXISTENCE OF A TROUBLE REPORT INDICATE THAT TROUBLE EXISTED ON A CUSTOMER'S LINE?

A10. No. A trouble report simply indicates that a customer reported a problem with his or her telephone service.

Q11. FROM 1996¹ TO THE PRESENT, HAS COMPLAINANT OR AT&T FORWARDED TROUBLE REPORTS TO PACIFIC BELL FOR INVESTIGATION FOR COMPLAINANT'S FOUR TELEPHONE NUMBERS LOCATED AT 4741 WOODTHRUSH COURT?

A11. Yes. Exhibit 2 is a summary matrix of the trouble reports submitted directly by Complainant, or by AT&T on his behalf once he became AT&T's customer (other than the May 21, 2002 call made by complainant and discussed in A13).. Additionally, the matrix shows the resolution of each trouble report; in many cases, there was "no trouble found" after investigation by SBC Pacific Bell.

Q12. PLEASE BRIEFLY SUMMARIZE THE INFORMATION ON THIS TROUBLE REPORT MATRIX (EXHIBIT 2).

A12. Pacific Bell received a total of 27 trouble reports on Complainants' numbers since August 1996. Pacific Bell records indicate that no trouble was found

¹ I understand that in a recent Ruling, the Administrative Law Judge stated that Complainant may have stated a cause of action for service quality issues arising when he was SBC Pacific Bell's customer, from 1996-1998. It is SBC Pacific Bell's position that these issues are beyond the statute of limitations, but for the sake of completeness of the record, SBC Pacific Bell provides data for that time period in this testimony.

on 22 of those reports. Of the remaining five reports, the technician cut to a new cable pair due to static on the customer's line twice (on 9/16/96 and on 1/29/01). On two other occasions (2/19/98 and 3/2/98), the technicians made minor repairs to the facilities serving Complainant. The one other remaining trouble ticket (dated 3/6/98) simply indicates that Complainant requested that Pacific Bell and AT&T meet, but that AT&T failed to show.

Additionally, in August of 2001, on Pacific Bell's own initiative to ensure quality service, a crew of maintenance splicers was dispatched and tested the buried cable that provides dial tone to Complainant and other customers in the area. The crew ran a predictor scan, which is a computer-generated program that analyzes possible trouble on sections of cable. SBC Pacific Bell uses this data to locate and repair sections of cable to ensure ongoing quality service to customers. In Complainant's case, SBC Pacific Bell performed this scan, in part, to substantiate the satisfactory condition of his serving cable.

The predictor scan verified there was no trouble affecting the cable that provides Complainant's service. However, as a preventative measure to avoid any future problems, and to satisfy its customer (AT&T), SBC Pacific Bell rebuilt the serving terminals on Woodthrush Court in September 2001.

Q13. DO YOU HAVE ANY EVIDENCE THAT, AT ANY TIME, COMPLAINANT HAS CALLED HIS CARRIER'S REPAIR LINE FOR REASONS OTHER THAN TROUBLE ON HIS LINE?

A13. Yes. On or about May 21, 2002, SBC Pacific Bell received a trouble ticket from AT&T for Complainant's account 925-485-0461. One of SBC Pacific Bell's technicians traveled to Complainant's residence, where he met with Complainant to learn about the problem with Complainant's line. Surprisingly, Complainant stated that there was no problem with his line -- it was functioning properly. Complainant stated that instead of repairs, he just wanted the technician to run a test on his line. I understand that Complainant then snatched the trouble ticket out of the technician's hand, and did not return it. Complainant also proceeded to tell the technician about his ongoing lawsuit against SBC Pacific Bell and AT&T. The technician performed the tests requested by Complainant, and, consistent with Complainant's statement, found no trouble on his line.

Therefore, on at least this one occasion, Complainant has called and requested repairs to his line based on a fabricated problem. Clearly, this is an improper use of any carrier's customer service repair line, and is a waste of SBC Pacific Bell and AT&T resources. Moreover, I am concerned that Complainant may have done this in order to generate additional (unnecessary) trouble tickets, for the purpose of bolstering his claim that the facilities serving his property require replacement.

Q14. DID PACIFIC BELL RESPOND TO EACH TROUBLE REPORT IN A TIMELY MANNER TO ITS CUSTOMER AT&T'S APPARENT SATISFACTION?

A14. Yes. Pacific Bell compared records of AT&T's contacts to Pacific Bell to report potential trouble with Pacific Bell's cable maintenance records. In all cases, Pacific Bell responded to AT&T's inquiries in a timely manner. Pacific Bell does not have any outstanding trouble reports from AT&T for Complainant's accounts.

Q15. ARE THERE ANY CURRENT PROBLEMS WITH PACIFIC BELL'S TELEPHONE FACILITIES THAT SERVE 4741 WOODTHRUSH COURT?

A15. No.

B. Trouble Reports In WoodthrusH Court Neighborhood

Q16. EARLIER, YOU EXPLAINED WHAT AN "F2" OR "DISTRIBUTION" CABLE IS. ARE THERE OTHER PAIRS ON THE F2 CABLE THAT SERVES COMPLAINANT THAT SERVE OTHER CUSTOMERS IN COMPLAINANT'S NEIGHBORHOOD?

A16. Yes. There are a total of 50 pairs on the F2 cable that serves Complainant. Of those 50, there are currently 15 pairs that are assigned to and provide service to other customers.

Q17. IN HIS AMENDED COMPLAINT, COMPLAINANT ALLEGES THAT OTHERS IN THE WOODTHRUSH COURT VICINITY HAVE ALSO EXPERIENCED TELEPHONE SERVICE PROBLEMS. HAS PACIFIC BELL INVESTIGATED THIS ALLEGATION?

A17. Yes. Pacific Bell examined history for 16 telephone numbers (excluding Complainant's telephone numbers) in the vicinity of Woodthrusn Court and Mohr Avenue.

Q18. PLEASE EXPLAIN THE RESULTS OF YOUR INVESTIGATION

A18. Exclusive of Complainant's trouble reports, since August 1996, there were a total of 16 trouble reports in Complainant's neighborhood. Out of those 16 reports:

- Eight visits found no trouble;
- Three other visits found no trouble on the lines, but SBC Pacific Bell technicians changed the cable pairs to satisfy the customer;
- Two other visits found no trouble, but the technician changed the office equipment in Pacific Bell's central office and the F1 cable to satisfy the customer;²
- One visit found noise on the line, which was subsequently cleared;

² Technicians occasionally perform this kind of "preventative" repair, in case trouble exists but does not appear at the time the customer's line is tested.

- One other visit, the technician repaired the customer's inside wire;
- The final visit lacks documentation of the work performed.

Thus, exclusive of Complainant, Pacific Bell has received very few trouble reports from customers in Complainant's vicinity since August 1996 – over this nearly 6 year period, only 16 total reports for 16 different working telephone lines. Moreover, as I described above, trouble reports merely indicate that a customer reported potential trouble – not that trouble actually existed on the customer's line. In fact, as demonstrated by the data above, technicians often found (both for Complainant and for his neighbors) that no trouble existed on Pacific Bell's facilities.

Q19. MR. KNELL ATTACHED TO HIS AMENDED COMPLAINT A LETTER FROM A FORMER NEIGHBOR WHO CLAIMED TO HAVE EXPERIENCED SERVICE PROBLEMS WHEN SHE RESIDED IN MR. KNELL'S VICINITY. DID YOU INVESTIGATE THE TROUBLE HISTORY WITH THAT CUSTOMER'S SERVICE AND WHAT WERE YOUR FINDINGS?

A19. Yes. There was one report with no dial tone and the technician replaced the inside wire. This type of trouble would not have anything to do with the facilities serving Complainant or his neighborhood.

C. Facility Replacement Process

Q20. COMPLAINANT HAS ALLEGED THAT PACIFIC BELL SHOULD BE ORDERED TO REPLACE THE FACILITIES SERVING HIS RESIDENCE. HOW DOES PACIFIC BELL DETERMINE WHETHER TO REPLACE THE FACILITIES SERVING A PARTICULAR CUSTOMER?

A20. Pacific Bell's Cable Maintenance department performs an analysis on cables with a history of trouble reports. They send their analysis and the exact locations of the reported cable problems to the Preventative Maintenance Administration Center ("PMAC") in Sacramento. PMAC then performs additional analysis on the cable and evaluates the administrative costs to maintain the cable in question. If PMAC and Cable Maintenance agree that the cable needs to be replaced, a request is sent to Engineering to engineer and construct the cable replacement.

Q21. HAS PACIFIC BELL CONDUCTED AN EVALUATION TO DETERMINE IF THE FACILITIES THAT SERVE THE VICINITY OF 4741 WOODTHRUSH COURT NEED TO BE REPLACED OR UPGRADED?

A21. Based on the very low number of troubles reported – and the fact that the vast majority of those reported resulted in a finding of "No Trouble Found" – SBC Pacific Bell has determined that the facilities serving the vicinity of 4741 Woodthrus Court do not need to be replaced or upgraded. In fact, the volume of trouble reports for the F2 cable serving Complainant's

residential address has not risen to the level that would warrant filing a request that PMAC even evaluate whether to replace the cable.

However, although none of the facilities serving Complainant required replacement, in an effort to satisfy Pacific Bell's customer (AT&T) Pacific Bell has replaced the buried service drop serving Complainant's address.

Q22. DIDN'T PACIFIC BELL ADMIT IN A RECENT DATA REQUEST RESPONSE THAT THERE ARE A NUMBER OF DEFECTIVE PAIRS ON THE CABLE SERVING COMPLAINANT'S NEIGHBORHOOD? AND IF SO, WOULDN'T THE EXISTENCE OF DEFECTIVE PAIRS ON A 50-PAIR CABLE INDICATE THAT THE CABLE SHOULD BE REPLACED?

A22. Yes, Pacific Bell did state in a data request that there are some defective pairs on the cable serving Complainant's neighborhood. However, the mere existence of "defective" pairs in a 50-pair cable does not necessarily indicate that the cable should be replaced.

Pacific Bell tested all 50 pairs in the cable serving Complainant's neighborhood on May 15, 2002. The results of that test revealed that the 50-pair cable currently has 15 working pairs and 35 spare pairs; of those 35 spare pairs, 15 are classified as "defective." However, those defects may not be related to the cable. Since the 15 pairs are not currently in use, and since there are more than enough clean spare pairs available should demand

in the neighborhood increase (in fact, should demand more than double), the reasons for the "defective" classification on in these 15 pairs has not been investigated. Therefore, the mere existence of some "defective" pairs on a 50-pair cable does not support cable replacement.

In any event, the "defective" pairs discussed here are irrelevant, as they are not currently in use, and there are 20 other pairs available should customers need them.

Q23. THEREFORE, IN YOUR OPINION, IS MR. KNELL ENTITLED TO THE RELIEF SOUGHT IN HIS COMPLAINT – THAT IS, REPLACEMENT OF SOME OR ALL OF THE FACILITIES SERVING HIS PREMISES?

A23. No.

IV. RULE 11

Q24. WHAT IS YOUR UNDERSTANDING OF "RULE 11"?

A24. Rule 11 is a section of Pacific Bell's tariff. It essentially states that if a customer calls Pacific Bell employees with the intent to annoy, Pacific Bell may require that customer to communicate only in writing with Pacific Bell in the future.

Q25. COMPLAINANT HAS ALLEGED THAT RULE 11 WAS IMPROPERLY IMPOSED ON HIM. PLEASE EXPLAIN YOUR UNDERSTANDING OF THE CIRCUMSTANCES THAT LED TO THE IMPOSITION OF RULE 11 ON COMPLAINANT.

A25. It is my understanding that Rule 11 was imposed on the Complainant based on numerous and persistent abusive calls in the 1997 time frame to various individuals within SBC Pacific Bell (including, among others, Rick Resnick, Linda Standen, and Randy Strahan). These contacts were documented in various correspondence between Pacific Bell and Complainant, and between the Commission and Complainant. Please see Attachment 3.

V. RETAIL SERVICE – OVERBILLING ISSUE

Q26. IS PACIFIC BELL COMPLAINANT'S LOCAL SERVICE PROVIDER FOR (925) 455-4975, PROVIDED AT 849 E. STANLEY BOULEVARD IN LIVERMORE, CALIFORNIA?

A26. Yes. Since May 2, 2000 Pacific Bell has provided Complainant with local business service at that address.

Q27. COMPLAINANT HAS ALLEGED THAT HE WAS OVERBILLED FOR SERVICE PROVIDED ON THAT ACCOUNT. HAVE YOU REVIEWED PACIFIC BELL'S RECORDS PERTAINING TO THE RELEVANT SERVICE VISIT?

A27. Yes.

Q28. PLEASE DESCRIBE THE SERVICES THAT PACIFIC BELL PERFORMED, AND THE RELATED CHARGES THAT APPEARED ON COMPLAINANT'S BILL.

A28. According to Pacific Bell's service records, Pacific Bell installed two telephone jacks, resulting in the following charges:

- Service Connection - Labor charge for installation of first jack and/or wire run - \$60.00
- Service Connection - Labor charge for installation of additional jacks and/or wire runs - \$125.00
- Service Connection Jack (excluding labor) - \$6.00.

Q29. COMPLAINANT NOW ALLEGES THAT PACIFIC BELL OVER-BILLED HIM FOR THESE SERVICES. DID PACIFIC BELL ISSUE COMPLAINANT A CREDIT FOR THESE SERVICES?

A29. Yes. I have reviewed Pacific Bell's customer service and billing records, and learned that Complainant called Pacific Bell's customer service department requested a \$125.00 credit, claiming he had only been quoted \$60.00 for the installation. Consistent with this request, Pacific Bell issued a \$125.00 credit to his account for the installation. SBC Pacific Bell sustained the \$6.00 charge of the actual jack needed to provide Complainant with telephone service as part of the installation.

Q30. DO YOU THEREFORE CONSIDER THIS ISSUE CLOSED?

A30. Yes.

Q31. DOES THIS CONCLUDE YOUR TESTIMONY?

A31. Yes.

EXHIBIT 1

The Pacific Bell Local Loop / Outside Plant Network

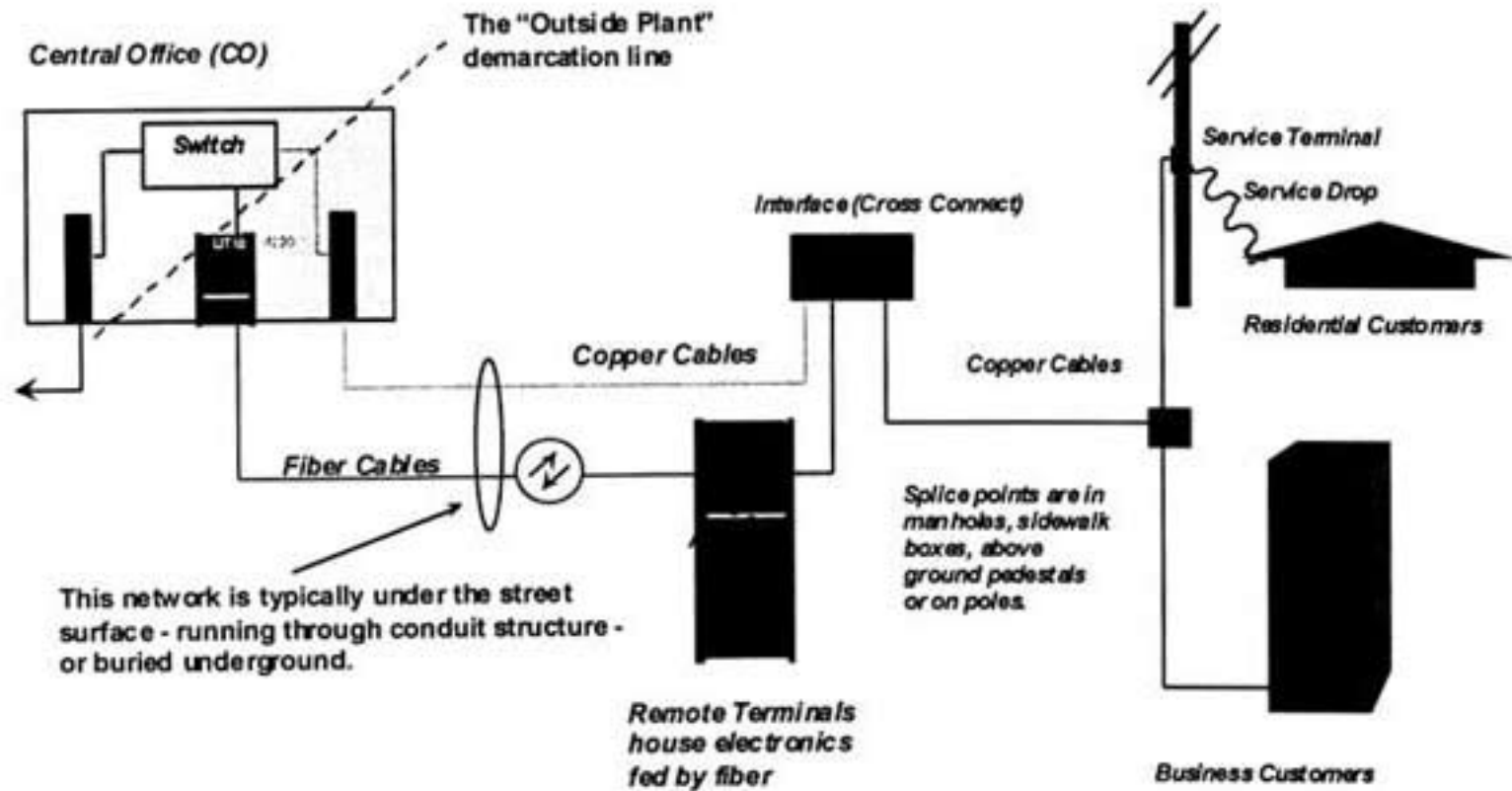


EXHIBIT 2

MIKE KNELL COMPLAINT - SUMMARY OF MAINTENANCE TICKETS

Note: Area Code (510) changed to (925) in March, 1998

510-846-3642		
Date	Problem as stated by AT&T*	Resolution
8/3/96	Unknown (trouble ticket not avail)	No Trouble Found (ok per technician); cleared with Mike Knell.
9/16/96	Unknown (trouble ticket not avail.)	Marginal noise on cable that feeds Mr. Knell's street, cut to clear (i.e., provided Mr. Knell with a new cable pair); technician spoke with Mike Knell.
2/11/98	Cable failure ticket 0252935	Upon receiving notification of Mr. Knell's service problem, Pacific was reinforcing existing cable in Mr. Knell's area (Ticket No. 0252935); Pacific "attached" Mr. Knell's maintenance ticket to that cable reinforcement ticket. However, then Pacific discovered that the cable reinforcement job did <u>not</u> affect Mr. Knell's service and "detached" his ticket; Pacific then dispatched a technician to Mr. Knell's premises. (See below.)
2/12/98	See above	Maintenance splicer visited premises; No Trouble Found; tested/verified dial tone to be ok. Cleared with Mike Knell.
2/18/98	Cable failure	Remote Call Forwarding placed on 462-5093.
2/19/98	Cable failure	Per our records, Mr. Knell's number was attached to a cable failure in his area based on his cable and pair information. His ticket was later detached from the cable failure in the area after the maintenance administrator and the technician noted that it was not involved with any failure. According to the splicer's notes, he/she found a wire conductor with part of the insulation missing (known as a "shiner"). (A shiner may or may not cause a problem.) The splicer "taped the shiner," (reinforced the insulation on the wire). The line tested ok.
4/30/98	No dial tone	Tested OK and balanced 100%; dispatched tech anyway - No Trouble Found.
5/17/00	Request to remove	Removed Remote Call Forwarding Per Angie of A.T.T.

	call forwarding feature.	
9/12/00	Noisy - insists on dispatch	Technician visited premises; No Trouble Found; checked at sidewalk box aerial and underground cables; dial tone good to Standard Network Interface (SNI) (Box on the side of the house where the service drop connects to terminal)
9/14/00	Chronic heavy static - requested dispatch	Premises visit on 9/15/00; tested sidewalk box Service Network Interface, worked with ATT - No Trouble Found
11/15/00	Dropped calls - requested Minimum Point of entry (MPOE) meet	Premises visit 11/16/00 with ATT; No Trouble Found; tests good; dial tone perfect.
1/29/01	Static on line	Tests ok. 1/30/01 premises visit. Although the technician did not find any trouble, in an abundance of caution, he/she cut Mr. Knell to a different cable pair.

510-485-0461		
<i>Date</i>	<i>Problem as stated by AT&T</i>	<i>Resolution</i>
8/01/96	Unknown	8/3/01 dispatched tech; No Trouble Found, maintenance fixed on another ticket
9/16/96	Unknown	Ticket made in error; No Trouble Found.
2/16/98	Sub claims only 44V @ SNI	2/16/98 premises visit; replaced Maintenance Test Units
3/12/98	Hums, noisy	3/15/98 premises visit; No Trouble Found. OK per Mr. Knell

510-462-3619		
Date	Problem as stated by AT&T	Resolution
8/5/96	Unknown	Technician dispatched – No Trouble Found; technician's notes show lines checked out 100%.
8/29/96	Unknown.	Referred to [redacted]; excluded ticket on 9/17. Ticket was later canceled; no tech was dispatched out, No documented response from [redacted] can be found.
2/13/97	Customer claimed line not working because his call volumes were down.	Tested OK; customer to check inside wire (see attached memo from [redacted] and technician's statement)
4/29/97	Caller ID not working to one TN	No Trouble Found
3/2/98	Cable failure	Detached ticket – did not affect Mr. Knell's service
3/6/98	No dial tone at times; sub requests PB and ATT meet	3/6/98 premises visit; AT&T "no show" after 90 min.
3/7/98	No dial tone at times; sub requests PB and ATT meet	3/7/98 met ATT at premises; No Trouble Found; a Pacific Bell supervisor was dispatched to talk to Mr. Knell and ATT representative.
8/6/01	Call Forwarding not working	Informed AT&T that AT&T customers need to resolve this type of problem to their Local Service Provider, AT&T. No dispatch required.

510-462-5093		
<i>Date</i>	<i>Problem as stated by AT&T</i>	<i>Resolution</i>
1/31/98	Noisy – request dispatch	2/1/98 Splicer Supervisor to come out; 2/8/98 maintenance administration excluded ticket and referred to supervisor [redacted]; no other documentation of action taken.
2/11/98	No dial tone; ATT advised Mr.Knell of cable failure in his area.	Construction did not affect Mr. Knell's service. Pacific is not aware of any cable failure in Mr. Knell's area. Pacific dispatched a technician – No Trouble Found.
3/2/98	No dial tone	Identified cable failure; detached ticket, referred to [redacted]; cleared by construction.

EXHIBIT 3



April 3, 1997

Mr. Mike Knell
Post Office Box 66
Livermore, CA 94551

Re: 510-462-3619/510-485-0461

Dear Mr. Knell:

This is in response to your various requests for money from Pacific Bell. Please be advised that California Civil Code Section 1722 involves missed physical appointments that are not met within the four (4) hour appointment period. Pacific Bell has always met its appointments with you. Telephone calls are not appointments. At this time Pacific Bell considers any claim made by you closed.

Furthermore, any trenching required on your property for telephone service must be provided by you, Pacific Bell does not supply that service.

Finally, you have been asked repeatedly to cease and desist from your persistent and abusive behavior towards employees of Pacific Bell. Among other things, we note you have threatened bodily harm to several of our employees.

Pursuant to California Public Utilities Commission General Tariff A2.1.11, Pacific Bell is now requiring that any future communication with Pacific Bell other than emergency situations be done in writing to:

Pacific Bell
Post Office Box 31024
Walnut Creek, CA 94598

We apologize for the necessity of this requirement, however your continued and long term persistent abuse of Pacific Bell employees requires us to impose this upon you.

Very truly yours,

A handwritten signature in cursive script that reads "Patricia Judson Moser".

Patricia Judson Moser
Senior Paralegal

PUBLIC UTILITIES COMMISSION

1 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



October 28, 1999

Mike Knell
P.O. Box 66
Livermore, CA 94551

Re: File Nos. 99-01-9603 and 99-02-1617

Dear Mr. Knell:

Pursuant to our telephone conversation earlier this month, here are the answers to the questions that you posed.

Q.1. What dates did your numbers become unlisted?

A.1. AT&T states that because AT&T never initiated any orders to unlist your numbers, AT&T has no way of knowing this information. Pacific Bell states that it cannot research this information because it does not have purchase order numbers from AT&T.

Q.2. Why was your access to long distance shut off? How delinquent were your payments?

A.2. For Business Account 019-190-6295-001 your long distance service was restricted on August 4, 1997, February 11, 1998, July 16, 1998, and November 12, 1998. AT&T states that your payment records show that you normally make a payment on your business account approximately every 4 months, and that you are consistently 120 days past due.

For Residential Telephone Number 925-485-0461, AT&T states that your long distance service has been restricted on February 4, 1998, February 25, 1998, March 17, 1998, November 17, 1998, January 25, 1999, and May 13, 1999. Again, the reason for toll restriction is delinquent payments.

Q.3. Who did you threaten at Pacific Bell? Were police reports filed?

A.3. Pacific Bell states that in March 1997 you made unwanted and harassing telephone calls to Linda Standen, Regional Manager – Service Operations North. The incident was reported to Pacific's Security department for investigation on March 11, 1997. On April 3, 1997 you were informed by Pacific Bell that it would no longer accept your calls and your business with Pacific Bell would have to be conducted in writing pursuant to Pacific Bell's tariffs, Rule 11. Pacific Bell is still researching the issue of whether or not a police report was filed over the incident and will provide the Commission with the information when it completes its investigation. If I receive such information, I will advise you in writing.

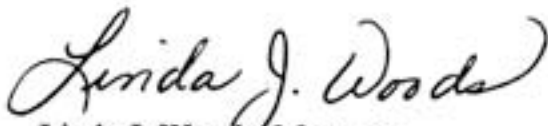
Q.4. Why did Pacific Bell change its story about the 2-pair buried drop?

A.4. Pacific Bell states that it does not admit to these allegations.

Mr. Knell, I hope you find this information useful. As you were advised by Ms. Brandel in her letter dated September 29, 1999 and confirmed in my letter to you dated October 5, 1999, if you wish to continue to dispute these matters, you must do so through the formal complaint process. The Consumer Affairs Branch staff can no longer assist you.

As Ms. Brandel informed you, the next step is to file a formal complaint. CAB cannot hold your deposit of \$372.50 unless you file a formal complaint. Ms. Brandel gave you a deadline of October 29, 1999 to file your formal complaint. We will extend the deadline and hold your deposit until November 5, 1999. At that time, if you have not filed a formal complaint, your deposit will be forwarded to AT&T for payment on your account.

Sincerely,

A handwritten signature in cursive script that reads "Linda J. Woods".

Linda J. Woods, Manager
Consumer Affairs Branch

C: W. Schulte, Director, Consumer Services Division
B. Brandel