



Control Number: 40114



Item Number: 80

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PUC DOCKET NO. 40114
SOAH DOCKET NO. 473-13-0920

COMPLAINT OF CITY OF HOUSTON § PUBLIC UTILITY COMMISSION
AGAINST SOUTHWESTERN BELL §
TELEPHONE LP, D/B/A AT&T TEXAS § OF TEXAS

**AT&T TEXAS' MOTION TO DISMISS
THE CITY OF HOUSTON'S AMENDMENT TO COMPLAINT**

COMES NOW Southwestern Bell Telephone Company d/b/a AT&T Texas ("AT&T") and files this Motion to Dismiss the City of Houston's ("Houston") Amendment to Complaint.

I.
Background

On January 18, 2012, Houston filed its Formal Complaint with the Public Utility Commission against AT&T. Houston alleged in its original complaint that AT&T failed to implement Tex-AN 2000 rates to certain services on specific accounts during the 2008 and 2009 time period and sought a refund on these claims.¹ AT&T has issued numerous adjustments to Houston on the majority of these claims that made the basis of Houston's original complaint.² And as discussed in more detail in AT&T's Motion for Protection from Discovery, there were only a few remaining claims left in this proceeding.³

¹ *City of Houston Against AT&T Texas*, Docket No. 40114, Formal Complaint of City of Houston at 5 (Jan. 18, 2012).

² See Attachment A (AT&T's Response to the P.U.C. regarding Informal Complaint No. CP2011120003); see also Attachment B (spreadsheet produced by AT&T in response to Houston's 1st RFI that details the credits applied to Houston's accounts for services made the basis of this proceeding).

³ See *City of Houston Against AT&T Texas*, Docket No. 40114, AT&T's Motion for Protection from Discovery at 1 (Sept. 5, 2013).

The parties have engaged in discovery and have attended two prehearing conferences. At the last prehearing conference on June 4, 2013, Houston's Authorized Representative represented to the SOAH ALJ that Houston had "nothing else" in terms of additional claims. The SOAH ALJ subsequently issued SOAH Order No. 4 memorializing the prehearing conference and, among other things: 1) ordering the parties to mediate;⁴ 2) announcing discovery will close on September 27, 2013;⁵ and 3) requiring the parties to confer on a proposed procedural schedule.⁶

On September 13, 2013, Houston filed its amended complaint alleging that it is entitled to Tex-AN 2000 discounts dating back to October 2000. Houston has filed its amended complaint at the eleventh hour, on the eve of the close of discovery and less than 2 months from the scheduled mediation date. AT&T now moves to dismiss Houston's amended complaint.

II. **Motion To Dismiss**

A. Failure to Prosecute/Delay

The SOAH ALJ should dismiss Houston's amended complaint pursuant to P.U.C. Proc. Rule 22.181(a)(1)(F) because Houston failed to prosecute its claims in a timely manner. Houston filed its Formal Complaint in this proceeding on **January 18, 2012**. On September 13, 2013--over 1½ years after initially filing its formal complaint, a mere 2

⁴ Currently set for November 7, 2013.

⁵ It remains uncertain whether discovery must be served by this date or whether discovery responses must be received by this date. AT&T assumes the latter based on the fact that the SOAH ALJ has ordered an abatement of this proceeding as of October 4, 2013.

⁶ The parties were unable to agree to a proposed procedural schedule, and the SOAH ALJ subsequently adopted AT&T's proposed procedural schedule. See *City of Houston Against AT&T Texas*, Docket No. 40114, SOAH Order No. 5 at 4 (Aug. 29, 2013).

weeks before discovery closes, and less than 2 months from the scheduled mediation—

Houston filed its amended complaint adding unspecified claims **that date back to October 2000**. These claims **could have and should have** been brought by Houston much earlier during the course of this proceeding.⁷ The timing of Houston's filing is significant and should be perceived as nothing more than an underhanded maneuver to inflate the value of Houston's claims prior to the scheduled mediation.

B. Good Cause Exists

The SOAH ALJ should also dismiss Houston's amended complaint pursuant to P.U.C. Proc. Rule 22.181(a)(1)(H) because good cause exists to dismiss these unspecified claims. Specifically, AT&T reasonably relied on Houston's Authorized Representative's representation that Houston had no other claims. At the prehearing conference on June 4, 2013, the following exchange took place between the SOAH ALJ and Houston's Authorized Representative:

Judge Keeper: Okay. The current status of things in terms of the cases that I now have are four of these City of Houston versus Southwestern Bell cases. Are there any others that have been filed that are out there?

Mr. Wilder: No.

Judge Keeper: Would it be fair to ask, do you anticipate that there will be more?

Mr. Wilder: We have no basis to believe there will be more. So I think I can answer at this point, we've seen - - **we have nothing else**.⁸

⁷ The October 2000 contract referenced in Houston's amended complaint was produced by AT&T in this proceeding on March 15, 2013 – approximately 6 months ago.

⁸ *City of Houston Against AT&T*, Docket Nos. 40092, 40114, 40115, and 41096, Prehearing Conference at pg. 25 line 7 – line 17 (Jun. 4, 2013) (emphasis added). See Attachment C.

Now, at the eleventh hour and on the eve of discovery closing, Houston has filed an amended complaint that seeks to expand its claim period for unspecified claims by **another 8 years**—dating back to October 2000. Houston’s original complaint was limited to a post-February 2008 time period on a finite number of claims the majority of which have been resolved. As a result, AT&T’s discovery in this proceeding was limited to the few, remaining disputes. Houston’s delay in filing its amended complaint has unfairly prejudiced AT&T’s ability to conduct meaningful discovery on and prepare its defense of Houston’s newly asserted, unspecified claims. Accordingly, Houston’s amended complaint should be dismissed.

C. Pleading Deficiencies

Houston’s amended complaint also fails to comply with P.U.C. Proc. Rule 22.242, which requires Houston to provide in its complaint “a description of the facts that gave rise to the complaint.”⁹ Houston generally alleges that it was entitled to Tex-AN 2000 rates pursuant to an October 2000 contract (and the amendments thereto). Houston, however, 1) fails to identify any accounts and services that are the subject of its amendment; 2) fails to provide the rates it alleges it should have been charged and the rates it was actually charged, and 3) the period of time for the alleged overbilling.¹⁰ In its current form, AT&T is unable to appropriately respond to Houston’s amended

⁹ P.U.C. Proc. Rule 22.242(e)(2)(H).

¹⁰ See *City of Houston Against AT&T Texas*, Docket No. 40114, Preliminary Order at 1 (Dec. 13, 2012).

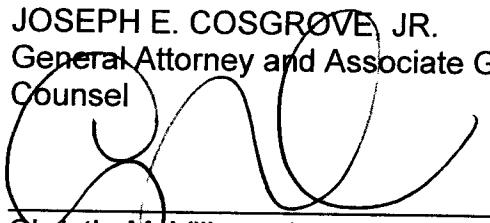
complaint. Accordingly, consistent with Commission precedent in *Jasper County*,¹¹ Houston's amended complaint should be dismissed.

III.
Prayer

For the reasons stated above, the SOAH ALJ should dismiss the City of Houston's Amendment to Complaint. AT&T asks for such other and further relief to which it may show itself justly entitled.

Respectfully submitted,

JOSEPH E. COSGROVE JR.
General Attorney and Associate General
Counsel



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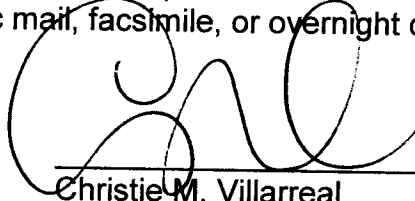
**ATTORNEYS FOR SOUTHWESTERN
BELL TELEPHONE COMPANY d/b/a
AT&T TEXAS**

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Austin, Texas 78701
(512) 457-2305
(512) 870-3420 (Fax)

¹¹ See *Jasper County Against AT&T Texas*, Docket No. 39800, Order on Appeal of Order No. 4 (Jun. 26, 2012) (applying P.U.C. Proc. Rule 22.242(e)(2)(H) and limiting Jasper's complaint to only those claims wherein Jasper County provided a sufficient description of the facts to support a claim); see also *City of Houston against AT&T Texas*, Docket No. 40115, Order on Appeal of Order No. 2 (Mar. 1, 2013) (following *Jasper County*).

CERTIFICATE OF SERVICE

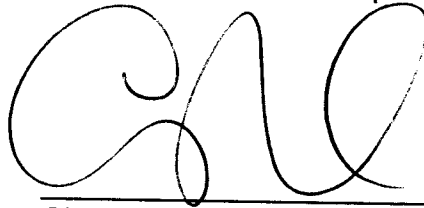
I, Christie M. Villarreal, General Attorney for AT&T Texas, certify that a true and correct copy of this document was served on all parties of record on September 23, 2013, via: U.S. Certified Mail, electronic mail, facsimile, or overnight delivery.



Christie M. Villarreal

CERTIFICATE OF CONFERENCE

I, Christie M. Villarreal, General Attorney for AT&T Texas, attempted to confer with Mark Wilder, the Authorized Representative for Houston, on September 23, 2013, via email. As of the time of this filing, Mr. Wilder has not responded to my email. This Motion to Dismiss the City of Houston's Amendment to Complaint is now being presented to the ALJ for consideration.



Christie M. Villarreal

**AT&T TEXAS
RESPONSE TO THE PUBLIC UTILITY COMMISSION (PUC)**

DATE: 12-21-2011 **Complaint No:** CP2011120003 **Log #**996.11 SS

Complainant's Name: Mark Wilder for City of Houston
Telephone Number: 713-226-4400

Following are the results of AT&T's investigation of the complaint Mark Wilder filed on behalf of his client, the City of Houston (City). For ease of addressing each issue, the accounts are not listed in numerical order, but in the order listed in the complaint.

Account 832-393-0000

In February 2008, the City requested to move four SmartTrunks billed under Account 832 393-0000 to a new location. The SmartTrunks were termed under Government Term Pricing at the time. The City requested Overlapping Service, which is available to customers that require simultaneous service during a move at both an old location and a new location. Overlapping Service is described in the AT&T Integrated Services Tariff, Section 2, Paragraph 1.8.1. At the time of the move in 2008, the AT&T tariff did not specify a time limit for Overlapping Service.

With the City's Overlapping Service, the SmartTrunks in service at the old location continued to be billed under the contract in effect at that time and the spans at the new location (billed under Account 832-393-3000 as described below) were billed month-to-month tariff rates. Because the four SmartTrunks on this account were on an unexpired Government Term Pricing contract and the move process had not been completed, they were not part of the TEXAN 2000 conversion on February 23, 2009.

AT&T has contacted the City on several occasions in an attempt to complete the move process, but to date the City has not requested to discontinue the Overlapping Service.

Recently a new contract, known as TEXAN-New Generation (NG), was negotiated between AT&T and the State of Texas which replaced the existing TEXAN 2000 contract effective September 1, 2011. This account was converted to TEXAN-NG pricing effective September 1, 2011.

The orders were issued incorrectly and replacement orders were issued to implement TEXAN-NG pricing effective November 28, 2011. A credit of \$5,914.30 was issued and will reflect on the December 2011 bill to offset the difference between TEXAN 2000 and TEXAN-NG pricing from September 1, 2011 through November 28, 2011. Additionally, a credit of \$4.10 was issued for interest on the credit.

AT&T's investigation found the charges billed to this account are correct because the City has not requested to cancel its Overlapping Service. The City may contact Candice Braud, manager-customer service, at 713-567-4345 should it wish to initiate orders to discontinue the Overlapping Service.

Account 832-393-3000

This account includes the four SmartTrunks that are currently billed Overlapping Service at the new location related to the City's 2008 move as described above. AT&T's investigation found the charges billed to this account are correct because the City has not requested to cancel its Overlapping Service. AT&T has contacted the City on several occasions in an attempt to complete the move process, but to date the City has not requested to discontinue the Overlapping Service.

The four trunks on month-to-month rates were converted in error from tariff rates to TEXAN-NG pricing by an automated system effective September 1, 2011. These four trunks should not have been converted to TEXAN-NG pricing because the move process has not been completed. AT&T will leave the four trunks on TEXAN-NG pricing.

Account 713-970-2201

Mr. Wilder states that one B-channel is correctly billed \$14.00, but is also incorrectly billed two additional charges of \$20 each.

713-336-9210 (Row 33)

All B-Channels on this account are currently billed at the TEXAN-NG rate of \$11.18. Two features were incorrectly included on this telephone number and billed at \$20.00 each beginning February 23, 2009. Order R612781 removed the features effective August 4, 2011. A credit of \$1,177.33 reflected on the August 2011 bill to offset the overbilling from February 23, 2009 through August 4, 2011. A credit of \$13.72 has been issued for interest on the credit.

Account 713-670-2100

Mr. Wilder states the City is billed for 400 DID numbers when it has only 200 DID numbers. He states the City should only be billed one first block and one additional block.

713-558-3500 (Rows 41 and 42)

Order R628081 corrected the quantity from two DID first blocks and two DID additional blocks to one DID first block and one DID additional block effective August 25, 2011.

Mr. Wilder also states the Digital Loop Service (DLS) Span is charged a \$146.70 TEXAN rate, but is also incorrectly billed an additional \$170.00.

713-671-3000 (Row 43)

Order R628084 was issued to correct the overbilling effective August 25, 2011.

To correct the billing for both numbers (713-558-3500 and 713-671-3000), a credit of \$8,859.63, including interest, has been issued to offset the overbilling from February 23, 2009 through August 25, 2011. The credit will reflect on the December 2011 bill.

Account 713-640-7000

Mr. Wilder states the trunks are billed \$48.15 for the DID trunks plus \$31.25 for combination trunks on each of the 12 DID trunks (six per group) and requests a credit for twelve \$31.25 charges. Six of the DID trunks are billed on account 713-640-7000 and six are billed on account 713-699-7000.

713-847-4650 (Row 45)

The DID trunks are billing at the correct rate of \$48.62. Order R613894 removed the \$31.25 charge for combination trunks effective August 5, 2011.

A credit of \$5,260.94 reflected on the August 2011 bill to offset the overbilling from April 3, 2009 through August 5, 2011. A credit of \$328.63 will be on the December 2011 or January 2012 to offset the billing back to February 23, 2009 and to include interest on the entire period from February 23, 2009 through August 5, 2011.

Account 713-699-7000 (Row 48)

Mr. Wilder states the trunks are billed \$48.15 for DID trunks plus \$31.25 for combination trunks on each of the 12 DID trunks (six per group) and requests a credit for twelve \$31.25 charges. Six of the DID trunks are billed on account 713-640-7000 and six are billed on account 713-699-7000.

Order R614906 was issued to correct the billing effective August 8, 2011. Because the account was disconnected July 22, 2011, the correction in billing was through the date of disconnection. A credit of \$5,502.93 to offset the overbilling from February 23, 2009 through July 22, 2011, including interest, has been issued to Account 713-A49-2510 and will reflect on the December 2011 or January 2012 bill.

Account 713-222-1952

Mr. Wilder states there are two incorrect DID termination charges of \$22.05 on terminals 501 and 502 and one DID termination charge of \$22.05 on terminals 506 and 516. (See account 713-218-5500 below for information on terminal 516.)

713-640-3400 (Row 52 – Terminal 501-502)

Order R633658 was issued to correct the billing effective August 31, 2011.

713-744-0900 (Row 57 – Terminal 506)

Order R633664 was issued to correct the billing effecting August 31, 2011.

Mr. Wilder states that one of the single lines has two charges of \$19.35 and there should be only one.

713-734-9555 (Row 58)

Order R633649 completed August 31, 2011 to correct the rate.

A credit of \$524.23 reflected on the September 2011 bill to offset the overbilling from February 23, 2009 through August 29, 2011.

An additional credit of \$1,946.72, including interest, has been issued to offset the remaining overbilling for these three telephone numbers. The credit will reflect on the January 2012 bill.

Account 713-218-5500

713-218-5500 (Row 60 – Terminal 516)

Account was disconnected on June 17, 2011. A credit of \$622.05, including interest, has been issued on Account 713-A27-2508 to offset the overbilling from February 23, 2009 through June 17, 2011. The credit will reflect on the January 2012 bill.

Account 713-868-8300

713-868-8300 (Row 62 – Terminal 502)

Order R633640 was issued to correct the billing effective August 31, 2011.

A credit of \$642.72, including interest, to offset the overbilling from May 28, 2009 through August 31, 2011 reflected on the September 2011 bill.

Account 713-227-3100

Mr. Wilder states that TEXAN pricing was requested on all services in February 2009.

AT&T did not find that this account is billed to the City or that Mr. Wilder has a Letter of Authorization on file to discuss this account.

Account 713-437-5200

Mr. Wilder states that TEXAN pricing was requested on all services in February 2009.

AT&T did not find that this account is billed to the City or that Mr. Wilder has a Letter of Authorization on file to discuss this account.

Account 713-699-7901

Mr. Wilder states the DLS service consists of six DID trunks, six combination trunks, and two Digital Transmission Loop Arrangements (spans). He states that one of the spans is empty. He requests the date the trunks associated with the span were disconnected and that a credit be issued from that date forward.

AT&T has been unable to determine when the trunks were disconnected from the span. Further, no documentation has been located where the City requested to disconnect the empty span. For this reason, AT&T has sustained the charges. If the City will provide documentation of a request to disconnect the span, this matter will be investigated further.

The City may contact Candice Braud, manager-customer service, at 713-567-4345 should it wish to initiate orders to discontinue any of the spans on this account.

Account 713-222-1952

Mr. Wilder states the SuperTrunk (billed on 713-308-0000) is billed Digital Transmission Loop Arrangements, but Spans 5, 6 and 15 are empty and should have been disconnected when the associated trunks were disconnected. He requests the date the trunks were disconnected and that a credit be issued from that date forward.

AT&T has been unable to determine when the trunks were disconnected from the spans. Further, no documentation has been located where the City requested to disconnect the empty spans. For this reason, AT&T has sustained the charges. If the City will provide documentation of a request to disconnect the spans, this matter will be investigated further.

The City may contact Candice Braud, manager-customer service, at 713-567-4345 should it wish to initiate orders to discontinue any of the spans on this account.

Pursuant to the provisions of the Prompt Payment Act (specifically Texas Government Code §2251.027), the City is required to compute and pay any late payment interest at the time it makes payment of the principal to AT&T Texas. Any refund of allegedly misapplied late payment charges must, therefore, be offset by the amount which was properly due to AT&T Texas under the terms of the Prompt Payment Act.


Jean Boozer
Area Manager-Regulatory Relations
AT&T Services, Inc.

cc: Mark Wilder
Southwestern Tariff Analyst
2514 Tangle Street
Houston, TX 77005

Docket No. 40114: City of Houston Credit Detail Spreadsheet

ATTACHMENT B

Row	BTN	WTN	USOC	QTY	Adjustment Amount	Date Adjustment Reflected on Bill	NOTES
2	832 393-3000						
3	832 393-3000						
4	832 393-3000						
5	832 393-3000						
6	832 393-3000						
7	832 393-3000						
8	832 393-3000						
9	832 393-3000						
10							
11	713 371-1400	713 632-1065	CCZ	1	\$292.00	8/17/2011	
12	281 784-5209	281 209-4136	CCZ	1	\$287.33	9/5/2011	
13	713 837-0000	713 221-0988	CCZ	1	\$287.33	8/21/2011	
14	713 837-0000	713 221-0988	CCZ	1	\$287.34	8/21/2011	
15	713 236-1313	713 226-0700	CCZ	1	\$290.87	2/5/2012	
16	713 970-2201	713 970-2201	CCZ	1	\$295.91	2/17/2012	
17	713 970-2201	713 230-1589	CCZ	1	\$292.33	9/17/2011	
18	713 970-2201	713 230-1590	CCZ	2	\$585.67	9/17/2011	
19	713 632-6600	713 632-6600	CCZ	4	\$1,178.71	See Note	(292.00 on 8-12-11 bill and 886.71 on 2-14-12 bill)
20	713 970-0335	713 632-1045	CCZ	1	\$292.33	9/5/2011	
21	713 640-3000	713 640-3000	CCZ	1	\$292.00	8/5/2011	
22	713 982-1907	713 982-1907	CCZ	1	\$297.53	2/3/2012	
23	713 229-7300	713 229-7300	NXN	1	\$937.33	8/9/2011	
24	Challenged Account						
25	Challenged Account						
26	713 928-6711	713 224-8184	ESX	1			
27	713 928-6711	713 224-8184	ESL	1			
28	713 928-6711	713 224-8184	ESF	1			
29	713 928-6711	713 224-8198	ESX	1			
30	713 928-6711	713 224-8198	ESL	1			
31	713 928-6711	713 224-8198	ESF	1			
32							

FX Service awaiting orders posting then adj will be issued back to 2-23-09

33	713 970-2201	7130336-9210	WNBTB	2	\$1,177.33	8/17/2011
34						
35	832 393-0000					
36	832 393-0000					
37	832 393-0000					
38	832 393-0000					
39						
40	713 670-2100	713 732-5000	ND8	1	\$1,484.51	8/25/2011
41	713 670-2100	713 558-3500	WNBHV	1		
42	713 670-2100	713 558-3500	WNBHW	1	\$8,859.63	12/25/2011
43	713 670-2100	713 671-3000	DLS	1		
44						
45	713 640-7000	713 847-4650	WNBGP	6	\$5,260.94	8/17/2011
46	713 640-7000	281 597-0823	1FL	1	\$1,200.90	2/17/2012
47						
48	713 699-7000	713 699-7000	WNBGP	6	\$5,260.94	8/17/2011
49						Adj found on 713 640-7000
50	713 222-1952	713 632-1046	CCZ	1	\$584.67	9/5/2011
51	713 222-1952	713 970-2205	CCZ	1	\$324.28	2/5/2012
52	713 222-1952	713 640-3400	NDT	2	\$524.23	9/5/2011
53	713 222-1952	713 230-9627	CCZ	1	\$292.00	8/5/2011
54	713 222-1952	713 982-1077	CCZ	1	\$297.48	2/5/2012
55	713 222-1952	713 356-7596	CCZ	1	\$292.00	8/5/2012
56	713 222-1952	713 632-1053	CCZ	1	\$297.49	2/5/2012
57	713 222-1952	713 744-0900	NDT	1		
58	713 222-1952	713 734-9555	WNBGM	1	\$1,946.72	1/5/2011
59						
60	713 218-5500	713 218-5500	NDT	1	\$622.05	1/9/2012
61						
62	713 868-8300	713 868-8300	NDT	1	\$642.72	9/21/2012
63						
64	Challenged Account					
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70	Challenged Account					

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SOAH DOCKET NO. 473-13-0845
PUC DOCKET NO. 40092

COMPLAINT OF CITY OF HOUSTON) STATE OFFICE OF
AGAINST SOUTHWESTERN BELL)
TELEPHONE COMPANY D/B/A AT&T)
TEXAS) ADMINISTRATIVE HEARINGS

SOAH DOCKET NO. 473-13-0920
PUC DOCKET NO. 40114

COMPLAINT OF CITY OF HOUSTON) STATE OFFICE OF
AGAINST SOUTHWESTERN BELL)
TELEPHONE COMPANY D/B/A AT&T)
TEXAS) ADMINISTRATIVE HEARINGS

SOAH DOCKET NO. 473-13-0921
PUC DOCKET NO. 40115

COMPLAINT OF CITY OF HOUSTON) STATE OFFICE OF
AGAINST SOUTHWESTERN BELL)
TELEPHONE COMPANY D/B/A AT&T)
TEXAS) ADMINISTRATIVE HEARINGS

SOAH DOCKET NO. 473-13-2878
PUC DOCKET NO. 41096

COMPLAINT OF CITY OF HOUSTON) STATE OFFICE OF
AGAINST SOUTHWESTERN BELL)
TELEPHONE COMPANY D/B/A AT&T)
TEXAS) ADMINISTRATIVE HEARINGS

PREHEARING CONFERENCE

TUESDAY, JUNE 4, 2013

BE IT REMEMBERED THAT at 10:00 a.m., on Tuesday, the 4th day of June 2013, the above-entitled matter came on for hearing at the State Office of Administrative Hearings, 300 West 15th Street, 4th Floor, Austin, Texas, before PAUL D. KEEPER, Administrative Law Judge, and the following proceedings were reported by William C. Beardmore, Certified Shorthand Reporter.

1 JUDGE KEEPER: Right.

2 MR. WILDER: So I would be inclined -- and
3 this would be my preference -- is to at that time file
4 two documents; one, which is a Motion to Compel those
5 that they provided no answer; another document filed at
6 the same time but separate indicating our response to
7 their objection, also giving you the ability to figure
8 out which ones we believe you need to rule on.

9 JUDGE KEEPER: Any objection to that?

10 MS. VILLARREAL: I'm just trying to figure
11 out why he would file the response to the objections if
12 he's getting a response. It's a response subject to the
13 objection?

14 MR. WILDER: Because it is an objection
15 that has not been waived, and they have made response
16 subject to the objection. And so on appeal their
17 objection would be -- we would, in fact, have consented
18 to it by not responding.

19 JUDGE KEEPER: You know, my inclination --
20 and I'm happy to continue to hear from Ms. Villarreal --
21 but my position is, I mean, you're welcome to file
22 whatever responses you wish. I mean, there's no rule
23 prohibiting you.

24 Anything else, Ms. Villarreal, on that
25 point?

1 MS. VILLARREAL: Yeah. Well, if he files
2 something, then, of course, we'll file a response if we
3 think it's necessary.

4 JUDGE KEEPER: Okay. I would hate to
5 think that this docket would go unpapered.

6 (Laughter)

7 JUDGE KEEPER: Okay. The current status
8 of things in terms of the cases that I now have are four
9 of these City of Houston versus Southwestern Bell cases.
10 Are there any others that have been filed that are out
11 there?

12 MR. WILDER: No.

13 JUDGE KEEPER: Would it be fair to ask, do
14 you anticipate that there will be more?

15 MR. WILDER: We have no basis to believe
16 there are more. So I think I can answer at this point,
17 we've seen -- we have nothing else.

18 JUDGE KEEPER: Okay. All right.

19 MS. VILLARREAL: One other question: In
20 Docket No. 41096 we did have a status report due
21 June 16th, I think, and a prehearing conference, if
22 necessary, July 2nd or -- I'm sorry -- June 26th. I
23 just wanted to know if you were planning on proceeding
24 with that or putting those in abatement considering now
25 that the docket has been transferred?

1 JUDGE KEEPER: Tell me what your
2 preference would be.

3 MS. VILLARREAL: I don't mind abating
4 them. I was going to be filing a letter to the Judge
5 regarding the prehearing conference, because at the last
6 hearing I had indicated that I would be in D.C. on
7 June 26th, and so we had agreed to move it to July 2nd.

8 When the order issued, it still said,
9 "June 26th." So I had conferred with Mr. Lawler and
10 Mr. Wilder and they agreed to move it. So I wanted to
11 get that clarification for the prehearing conference,
12 but I don't think one is necessary at this point given
13 what's transpired today.

14 JUDGE KEEPER: Okay.

15 MR. WILDER: Agreed.

16 JUDGE KEEPER: Mr. Lawler?

17 MR. LAWLER: Staff does not oppose that.

18 JUDGE KEEPER: So I grant your request.
19 The prehearing conference that's scheduled for either
20 June 26th or July 2nd, depending on how you look at it,
21 is canceled.

22 MS. VILLARREAL: Thank you.

23 JUDGE KEEPER: Okay. So to recap, the
24 sequence of events that need to happen are these: One
25 is that I need to issue -- well, why don't I back up.

C E R T I F I C A T E

STATE OF TEXAS)

COUNTY OF TRAVIS)

I, William C. Beardmore, Certified Shorthand Reporter in and for the State of Texas, do hereby certify that the above-mentioned matter occurred as hereinbefore set out.

I FURTHER CERTIFY THAT the proceedings of such were reported by me or under my supervision, later reduced to typewritten form under my supervision and control and that the foregoing pages are a full, true, and correct transcription of the original notes.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of June 2013.

William C. Beardmore

WILLIAM C. BEARDMORE
Certified Shorthand Reporter
CSR No. 918 - Expires 12/31/14
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