

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

- - -

In the Matter of:       :  
Milentije Miljkovic,     :

Complainant,       :

vs.                       : Case No. 07-78-TP-CSS

Primo Communications,   :  
Inc.,                     :

Respondent.       :

- - -

PROCEEDINGS

before Mr. Daniel E. Fullin, Hearing Examiner, at the  
Public Utilities Commission of Ohio, 180 East Broad  
Street, Room 11-G, Columbus, Ohio, called at 1:00  
p.m. on Tuesday, September 9, 2008.

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7  
On behalf of Primo Communications, Inc.

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1 Tuesday Afternoon Session,

2 September 9, 2008.

3 - - -

4 THE EXAMINER: We'll go on record. I'll

5 begin by calling the case. The Commission has

6 assigned for hearing at this time and place case

7 number 07-78-TP-CSS, which is the Complaint of

8 Mr. Miljkovic versus Primo -- Is that how you

9 pronounce it? -- Communications, Inc. My name is

10 Daniel E. Fullin, I'm the attorney-examiner of the

11 Commission that's assigned to this case.

12 Before we begin I thought I'd just give a

13 little explanation of what I expect we're going to

14 accomplish today and how I intend to have the

15 proceedings go today.

16 The purpose of today's hearing is to

17 establish the record that the Commission's going to

18 rely on in making a decision in this case. Right now

19 the record basically consists of those documents that

20 have already been filed in the case, but the  
21 Commission needs to have evidence of record on which  
22 it's going to make its decision, so each party's  
23 going to get a chance to present testimony or  
24 evidence that they want the Commission to consider in

6

1 making its decision in the case. My role will be to  
2 make sure that each party gets a fair chance to give  
3 their side of the case and present the testimony that  
4 they want to do.

5 We'll begin by the complainant giving his  
6 testimony first.

7 I am guessing that you're going to be  
8 giving the testimony yourself, that you're not  
9 calling any other witnesses.

10 MR. MILJKOVIC: By myself.

11 THE EXAMINER: Okay. And then so I was  
12 going to explain to you that what I'm expecting is  
13 that you would be sworn in to either swear or affirm  
14 that the testimony you'll give will be the truth and  
15 then you can begin by giving your statement of your  
16 side of the case.

17 Then you would be subject to questioning  
18 by either me or by the attorney for Primo, and then  
19 you could give the answers and really give any

20 explanation to try to clarify the answer that you

21 want to give.

22 Really before we even do that, even

23 before you're sworn in and before what you say

24 becomes part of the evidence in the case I was going

7

1 to give you a chance to just give an opening  
2 statement; give both parties a chance to giving an  
3 opening statement. Maybe you just want to introduce  
4 yourself and then maybe what I was expecting to hear  
5 from the opening statement would be, you know, before  
6 we actually give the evidence is just a description  
7 of what you expect to be able to show today and what  
8 it is that you're expecting to prove to the  
9 Commission, and then I'll swear you in and then you  
10 can actually give the testimony. That's my idea.

11 If you don't want to give an opening  
12 statement, you don't have to. And then I would also  
13 give counsel for the company an opportunity to give  
14 an opening statement, and then we would begin with  
15 your testimony and the questioning.

16 And then when you're done, I'll ask you  
17 if you've given all the testimony you want to give  
18 and you're ready to rest in terms of presenting your  
19 side of the story. Then the company would have its

20 chance to present its witnesses and you could

21 question the witnesses as they -- really at the end

22 of their testimony.

23           So when they give their testimony, if you

24 have questions of the witness for the company, you

1 could do that.

2           And then at the end both sides will get a  
3 chance to give a closing statement. Again, the  
4 closing statement wouldn't be part of the evidence,  
5 it wouldn't be part of the sworn testimony, but it  
6 would be a chance for you to make any kind of  
7 statement that you wanted to in terms of what you,  
8 again, you could reiterate what it is you think  
9 you've shown or you could argue about what it is the  
10 respondent has failed to show, whatever you'd like to  
11 give in terms of a closing statement for both sides,  
12 and then I'll bring this hearing to a close.

13           Then based on the record that will be --  
14 the court reporter is taking down everything that's  
15 said, then the Commission would rely on that in  
16 making its decision in the case. So if there's any  
17 question on that, let me know.

18           So before we get to the beginning of the  
19 presentation of the testimony, let's just have both

20 parties introduce themselves beginning with you,

21 Mr. Miljkovic.

22 MR. MILJKOVIC: Milentije Miljkovic.

23 THE EXAMINER: I'm sorry?

24 MR. MILJKOVIC: Milentije Miljkovic.



1 THE EXAMINER: Oh, Milentije Miljkovic,  
2 okay.

3 Could we have the appearance on behalf of  
4 the respondent.

5 MR. DORTCH: Thank you, your Honor.  
6 Michael Dortch, Kravitz, Brown & Dortch, 65 East  
7 State Street, Suite 200, Columbus, Ohio 43215. The  
8 gentleman to my left is Mr. Benjamin Ardelean, he is  
9 the chief executive officer of Primo Communications,  
10 617 Birch Tree Court, Rochester Hills, Michigan  
11 48306.

12 THE EXAMINER: Okay. Thank you.

13 Would you like to give an opening  
14 statement? Again, if you don't really want to, you  
15 don't have to, but if you wanted a chance to just say  
16 anything argumentative or not before you start giving  
17 your case, this would be your chance. And then I'm  
18 going to give him a chance to give an opening  
19 statement and then we'll begin with your testimony.

20 If you don't want to give one, you don't have to.

21 MR. MILJKOVIC: I'm sorry, I'm not used

22 to coming to court. This is my second time to be in

23 a court, and I'm 52.

24 THE EXAMINER: Okay.

10

1 MR. MILJKOVIC: So if you ask me whatever  
2 you ask me, I'll answer it.

3 THE EXAMINER: Well again, one thing I  
4 meant to say, if I didn't already, is that my role  
5 was to basically ensure that both parties get a fair  
6 chance. So I'm trying not to make it seem more  
7 intimidating than it needs to be. If you've got  
8 questions along the way, feel free to ask them.

9 My goal would be to make you feel no  
10 matter what decision the Commission makes, that you  
11 had a fair chance today to get your side in front of  
12 the Commission so that they could consider what it is  
13 that you wanted them to consider. That's the same  
14 with both sides. I'm not going to be taking any  
15 sides in this case, I'm just here to try to give  
16 everybody a chance and proceed in a way that allows  
17 everyone to get a chance.

18 Mr. Dortch, did you want to make any  
19 opening statement?

20 MR. DORTCH: Thank you, your Honor, no.

21 We'll waive opening statement.

22 THE EXAMINER: Well then in that case why

23 don't I swear you in and I'll allow you to just stay

24 where you're at, you don't have to come up to the

11

1 Bench, you can just stay where you are, but if you  
2 will raise your hand and be sworn.

3 (Witness sworn.)

4 THE EXAMINER: Thank you.

5 So if you'd like to begin by just  
6 presenting your side of the case, it's your turn.

7 - - -

8 MILENTIJE MILJKOVIC

9 being first duly sworn, as prescribed by law, was  
10 examined and testified as follows:

11 DIRECT TESTIMONY

12 MR. MILJKOVIC: Sometime in spring of  
13 2006 I contacted Primo Communications regarding  
14 switching my trunk service -- long-distance service  
15 to the other company, and I spoke to a very obliging  
16 lady, she explained everything to me and it sounded  
17 nice.

18 I also mentioned that I would be charged  
19 \$5 for my local telephone company for switching to a

20 new long distance server, and she was nice. She said  
21 "Well, when you get a bill, send a copy to us, we'll  
22 give you the amount which had been charged to you for  
23 switching to us."  
24 Then I got my first bill in June 2006 and

12

1 I noticed that five calls were registered that -- as  
2 connected. As a matter of fact, they were not  
3 connected because the phone number 12211372 in the  
4 meantime has been denumerated, it means from five  
5 digit telephone number they switched to six digit  
6 telephone number so that number at that time was not  
7 existent.

8 THE EXAMINER: That's the number that you  
9 called?

10 MR. MILJKOVIC: Yes.

11 THE EXAMINER: Okay. And it shows up on  
12 the bill?

13 MR. MILJKOVIC: Right. My first bill,  
14 and there were five registered phone calls to the  
15 same number, and I did not get through. And I  
16 disputed that. I said it was not the matter of  
17 money, but I did not get through and I should not  
18 have been charged, and that I didn't trust the  
19 company any longer. What will happen in the future

20 if they're charging me for something I did not do? I

21 did not connect it, these telephone calls.

22 THE EXAMINER: Did you bring a copy of

23 that bill? It's probably the same one that you

24 attached to your complaint.



13

1 MR. MILJKOVIC: Yes, everything is the  
2 same.

3 THE EXAMINER: Okay. So for purposes of  
4 documenting your testimony, did you want to use the  
5 bill that was attached to the complaint as the  
6 document to support what it is that you're saying  
7 today or did you bring an extra copy for today?

8 MR. MILJKOVIC: I have.

9 THE EXAMINER: Okay, I propose that we'll  
10 mark this as Complainant's Proposed Exhibit 1 and I  
11 will let you take a look at it.

12 MR. DORTCH: Thank you, your Honor.

13 (EXHIBIT MARKED FOR IDENTIFICATION.)

14 THE EXAMINER: If you want it back before  
15 you start, you can, or if not, you can keep going,  
16 but just give him a minute to take a look at it.  
17 Then later we'll decide we're going to admit that or  
18 keep it as an exhibit for today's hearing.

19 MR. DORTCH: Your Honor, might we go off

20 the record for a moment?

21 THE EXAMINER: Let's go off the record

22 for a minute.

23 MR. DORTCH: Thank you.

24 (Discussion off the record.)

14

1 THE EXAMINER: We'll go back on the  
2 record.

3 During the time we were off the record we  
4 were exploring whether or not the proposed exhibit  
5 was the same as the bill that was attached to the  
6 complaint, and I guess subject to further check it  
7 does appear to be the same as the one that's attached  
8 to my copy of the complaint.

9 MR. MILJKOVIC: Yes.

10 THE EXAMINER: I think with that  
11 clarification we can go ahead.

12 MR. MILJKOVIC: I spoke with somebody, to  
13 a woman, a lady, in Primo Communications and I  
14 explained those calls were not connected and that I  
15 kept trying. I didn't know what the matter was with  
16 the telephone in Serbia. I don't know that it was  
17 switched.

18 And the lady said that I should not,  
19 something like that, I should not keep trying again.

20 THE EXAMINER: I don't understand what

21 you just --

22 MR. MILJKOVIC: I said that I kept

23 trying.

24 THE EXAMINER: You kept repeating to make

15

1 the call.

2 MR. MILJKOVIC: And the lady said, "Well,  
3 if you didn't" --

4 THE EXAMINER: From your point of view  
5 when you went to make these calls, the phone just  
6 kept ringing, or what was it?

7 MR. MILJKOVIC: Just ringing. Nothing.

8 THE EXAMINER: But no answer.

9 MR. MILJKOVIC: No answer.

10 THE EXAMINER: Okay.

11 MR. MILJKOVIC: And the lady said, "Well,  
12 then stop trying." And she was insistent that the  
13 phone calls were placed, connected, and that I would  
14 have to pay my bill.

15 I'm sorry, it was two-and-a-half years  
16 ago, I can't remember everything.

17 Then the telephone conversation with her  
18 was finished. Now, I also sent an e-mail to her, to  
19 Primo Communications.

20 THE EXAMINER: Okay, I'm going to mark

21 what you're handing me as Complainant's Proposed

22 Exhibit 2.

23 (EXHIBIT MARKED FOR IDENTIFICATION.)

24 MR. DORTCH: Thank you, your Honor.

16

1 THE EXAMINER: After we're done we'll  
2 make a ruling on whether that will be admitted as  
3 evidence in the case, and if it is, then we'll  
4 probably -- either way I'll keep it here, but it will  
5 be considered part of the evidence that the  
6 Commission can consider if we admit it.

7 MR. DORTCH: I do have that.

8 THE EXAMINER: Do you want it while  
9 you're testifying, or can I hold it? Either way.

10 MR. MILJKOVIC: After the conversation I  
11 went home and I tried to dial again. My telephone  
12 line was blocked.

13 THE EXAMINER: It was blocked for all  
14 long-distance calls?

15 MR. MILJKOVIC: Yes.

16 THE EXAMINER: For all local calls?

17 MR. MILJKOVIC: No, just for  
18 long-distance calls.

19 THE EXAMINER: Okay.

20 MR. MILJKOVIC: The message was "Please

21 contact your long-distance company."

22 THE EXAMINER: Okay.

23 MR. MILJKOVIC: I have got no evidence

24 for that, but -- and then I send that e-mail twice



17

1 and never got a reply.

2 THE EXAMINER: Is this after you got the  
3 message that the --

4 MR. MILJKOVIC: Right.

5 THE EXAMINER: -- service was blocked?  
6 Then you sent this e-mail?

7 MR. MILJKOVIC: Right. I mean, I don't  
8 know, it may be a couple of days later, though.

9 THE EXAMINER: Okay.

10 MR. MILJKOVIC: The first time. Then I  
11 didn't get a reply, I re-sent it. Again, I never got  
12 the complaint.

13 In the meantime I sent a copy from my  
14 local telephone company which showed that I was  
15 charged \$5 for switching my long-distance company to  
16 Primo Communications.

17 THE EXAMINER: Okay.

18 MR. MILJKOVIC: Long distance change.

19 THE EXAMINER: This is a two-page exhibit

20 that I'm marking as Complainant's Proposed Exhibit 3

21 which is the history -- two page AT&T monthly

22 statement dated May 5th through June 4th, 2006.

23 (EXHIBIT MARKED FOR IDENTIFICATION.)

24 MR. MILJKOVIC: I'm absolutely positive

18

1 that I sent it in the letter -- post office and I  
2 think, but I'm not sure, at that time that I also  
3 sent it on their fax, but I am not positive about  
4 that.

5 THE EXAMINER: So you sent it to Primo as  
6 evidence that you had been charged \$5 for the  
7 switching fee?

8 MR. MILJKOVIC: Yes, I did.

9 THE EXAMINER: And then what happened  
10 after you sent this?

11 MR. MILJKOVIC: I never got a reply to my  
12 e-mails. I never got a phone call from them. My  
13 call was not -- they didn't call me back. And  
14 finally -- I mean finally -- I contacted the Public  
15 Utility Commissions of Ohio and I explained what was  
16 I going through and someone told me to send a  
17 complaint to FCC.

18 THE EXAMINER: Someone from the  
19 Commission?

20 MR. MILJKOVIC: Yes. I don't know why,

21 but somebody told me that. And I did. I sent the

22 complaint to FCC.

23 THE EXAMINER: What's the time frame?

24 When did you contact the PUCO, and when did you file

1 with the FCC?

2 MR. MILJKOVIC: Sometime in July.

3 THE EXAMINER: 2006.

4 MR. MILJKOVIC: 2006.

5 I really don't know the date, whether it

6 was in the beginning or the end of July, I don't

7 know.

8 THE EXAMINER: Okay. The complaint that

9 you filed with the FCC, that had to do with the

10 switching -- not getting the refund on the switching,

11 or did it have to do with the five phone calls? Or

12 what did the complaint with the FCC have to do with?

13 MR. MILJKOVIC: Both.

14 THE EXAMINER: It mentioned both of

15 those?

16 MR. MILJKOVIC: Yes.

17 THE EXAMINER: Okay. Do you have any

18 document that shows the complaint or anything related

19 to the FCC action? If you don't have it -- I just

20 want to know if you do.

21 MR. MILJKOVIC: I haven't got a document

22 but from the reply.

23 THE EXAMINER: You got a reply from the

24 FCC.

20

1 MR. MILJKOVIC: Yes, I have.

2 THE EXAMINER: This looks like a

3 one-page -- this isn't, as I look at it, it's not

4 from the FCC, it's from Primo. This is a letter from

5 Ben Ardelean.

6 Is that how you pronounce your name?

7 MR. DORTCH: Ardelean.

8 THE EXAMINER: Ardelean.

9 MR. DORTCH: Your Honor, may I approach?

10 THE EXAMINER: Yeah.

11 MR. DORTCH: Oh, I see. This is the

12 response.

13 THE EXAMINER: I may have just looked --

14 MR. DORTCH: It is Primo

15 Communications --

16 THE EXAMINER: I see at the top it's --

17 MR. ARDELEAN: It's our response to the

18 FCC complaint that he filed with the FCC that he got

19 a copy of.

20           THE EXAMINER: Okay. So this is Primo's

21 response to the FCC complaint.

22           MR. MILJKOVIC: Yes.

23           MR. DORTCH: Yes, your Honor.

24           MR. ARDELEAN: And we have the dates, the



1 time schedule there.

2 MR. DORTCH: Your Honor, if I may, on  
3 March 7th, 2007, Primo Communications filed with  
4 this commission a copy of its response to  
5 Mr. Miljkovic's FCC complaint and attached to that  
6 complaint is a copy of the complaint that  
7 Mr. Miljkovic filed with the FCC.

8 THE EXAMINER: So attached is basically  
9 the FCC's ruling?

10 MR. DORTCH: The FCC's ruling is not  
11 attached, your Honor, it's the complaint.

12 THE EXAMINER: What was attached?

13 MR. DORTCH: The complaint that  
14 Mr. Miljkovic filed.

15 THE EXAMINER: Oh, the complaint that was  
16 filed, okay. So that's already something that was in  
17 the record on file.

18 This was the fax version. Again, I think  
19 I've seen that this is in the file both as a fax and

20 as a filed exhibit, so I will mark this as  
21 Complainant's Exhibit 4, but again, it appears to  
22 me -- I'm just marking it so we have it as a hearing  
23 exhibit, but it does appear to be the same as what's  
24 on file already.

1 (EXHIBIT MARKED FOR IDENTIFICATION.)

2 THE EXAMINER: Okay. I don't mean to  
3 keep you from presenting your story.

4 MR. MILJKOVIC: I have a copy.

5 THE EXAMINER: Okay. Before we go any  
6 further, I seem to have lost place of what I marked  
7 as the first complainant's exhibit. Does anyone know  
8 what happened to it?

9 MR. DORTCH: I believe Mr. Miljkovic has  
10 it back.

11 THE EXAMINER: I was going to get it back  
12 to keep track of it here.

13 MR. MILJKOVIC: What are we looking for?

14 MR. DORTCH: This document, sir.

15 THE EXAMINER: Yeah, that should have my  
16 handwriting at the top.

17 MR. DORTCH: Yeah, it does.

18 THE EXAMINER: Thank you.

19 All right.

20 MR. MILJKOVIC: And I would like to read,

21 if we have got enough time, some of this.

22 THE EXAMINER: Okay.

23 MR. MILJKOVIC: "This is in response to

24 the complaint filed by Mr. Miljkovic on May the

1 22nd, 2006. Mr. Miljkovic signed up for our  
2 long-distance service with our economy plan. We  
3 offered the customer the lowest price in industry to  
4 Serbia, 8.9 cents minute, and we made sure that the  
5 customer understands that we did not make any kind of  
6 warranties or promises due to the very low cost  
7 international routes and that customer has to pay by  
8 the due date to maintain the super low rates. Our  
9 regular rate to Serbia is 33 cents a minute."

10       It's true that they didn't make any  
11 promises, but they also did not say that they were  
12 charging me for unconnected telephone calls.

13       "On July the 24th, 2006, the customer  
14 disputed five two-minute calls to Serbia on the basis  
15 that no one talks for less than five minutes" -- I  
16 mean, this is a ridiculous -- "and requested a credit  
17 for the switching fee his local company charged him  
18 and indicated that he will not pay his bill. At that  
19 time we blocked the service for nonpayment and later

20 we send the account to collection.

21 "Mr. Miljkovic received our bill of \$4.70

22 for the six calls he made to Serbia, one nine-minute

23 and five two-minute calls. He called on July the

24 6th, 2006, and disputed the two-minute calls on the

1 basis that no one speaks for just two minutes and

2 that NET used to credit" --

3 MR. DORTCH: Objection, your Honor. I

4 apologize to Mr. Miljkovic, but Mr. Miljkovic is

5 reading from something, I have no idea what it is

6 he's referring to now. It's not what I had believed

7 we had marked as --

8 THE EXAMINER: I'm trying to follow along

9 and it seems that most of what he's saying is in this

10 letter I've marked as Complainant's --

11 MR. DORTCH: My problem is it's most of

12 what he's saying.

13 THE EXAMINER: I'm not saying I'm

14 following it exactly word for word.

15 MR. MILJKOVIC: This is a response to FCC

16 by Primo Communication.

17 MR. DORTCH: Mr. Miljkovic, may I?

18 MR. MILJKOVIC: Yes, sir.

19 MR. DORTCH: Your Honor, Mr. Miljkovic

20 appears to be reading from two different letters, one

21 written to the PUCO, one written to the FCC.

22 Mr. Miljkovic.

23 THE EXAMINER: This is the one that

24 you're reading from?



25

1 MR. MILJKOVIC: Yes, FCC from Primo

2 Communications.

3 THE EXAMINER: Where's the one that

4 you're saying is from the PUCO?

5 MR. MILJKOVIC: It's this one.

6 THE EXAMINER: This is the same. This is

7 a filed copy rather than a faxed copy because it's a

8 little easier to read.

9 MR. DORTCH: Actually, your Honor, I

10 don't think it is. This is an FCC letter, this is --

11 THE EXAMINER: He was showing me that.

12 MR. DORTCH: And this is -- yes.

13 MR. MILJKOVIC: This is the same, isn't

14 it?

15 MR. DORTCH: And apparently he's reading

16 excerpts from both.

17 MR. MILJKOVIC: All right.

18 MR. DORTCH: I just want to make sure --

19 THE EXAMINER: The one addressed to the

20 PUCO, this one is from the FCC.

21 MR. MILJKOVIC: This is FCC.

22 THE EXAMINER: This is also to the FCC

23 and it's a little easier to read if you want to work

24 from that one.

26

1 MR. MILJKOVIC: I'm sorry.

2 MR. DORTCH: I just wanted to make  
3 certain the record was correct.

4 MR. MILJKOVIC: I apologize.

5 THE EXAMINER: So we'll proceed. To a  
6 certain extent we'll just pick it up from the  
7 beginning in terms of you reading from the letter so  
8 that there's no confusion about which letter, and  
9 right now, to the extent you're reading to us, you're  
10 reading from the letter that's addressed to the FCC?

11 MR. MILJKOVIC: Sent to FCC as a response  
12 to my compliant.

13 THE EXAMINER: Okay.

14 MR. MILJKOVIC: Sent by Primo  
15 Communications. Sent by Ben Ardelean.

16 THE EXAMINER: Ardelean. And you're also  
17 reading from the one I've now marked as Complainant's  
18 Proposed Exhibit No. 4.

19 MR. MILJKOVIC: Yes.

20 THE EXAMINER: Okay. Go ahead then.

21 Using that letter go ahead as you were.

22 MR. MILJKOVIC: "He called on July the

23 6th, 2006 and disputed the 2 minute calls on the

24 basis that no one speaks for just two minutes and

27

1 that NET used to credit all his calls under 5  
2 minutes." That's ridiculous. I never said something  
3 like that. I couldn't.  
4 "We informed him that we are going to  
5 investigate his dispute. Then he requested \$5 credit  
6 for an alleged switching fee charged by his LEC and  
7 we informed him that we cannot be responsible for LEC  
8 charges and we advised him to contact his LEC to  
9 dispute those charges on the basis that his PIC code  
10 0444 has not been changed. The customer transferred  
11 his long distance service from NET (Global Crossing  
12 reseller with PIC code 0444). We are also Global  
13 Crossing reseller and his PIC code remained the  
14 same."

15 I won't read the rest of it.

16 THE EXAMINER: Okay.

17 MR. MILJKOVIC: I had never said that NET  
18 used to credit my calls under five minutes because  
19 when I was NET's customer and when I tried to get

20 through and there was not a connection, I got a

21 message -- a recording, "Your call did not go

22 through. Please try your call again later,"

23 something like that.

24 THE EXAMINER: That's the message you got

28

1 back when you had NET as your local --

2 MR. MILJKOVIC: Yes.

3 THE EXAMINER: -- long-distance provider.

4 And then are you saying then when you switched to

5 Primo, you no longer got that kind of message?

6 MR. MILJKOVIC: No.

7 THE EXAMINER: You got -- the phone just

8 kept ringing? No answer.

9 MR. MILJKOVIC: Exactly. And I was

10 charged. So I could not talk to NET and ask them for

11 any credit because I got the message that my phone

12 call did not get through.

13 Also, I --

14 THE EXAMINER: But when you got the bill,

15 you called them and reported that you didn't agree

16 with the charges because you remember that you didn't

17 get through? You reported that to the company when

18 you got the bill?

19 MR. MILJKOVIC: Yes, I did. I said -- I

20 might have mentioned NET, I don't remember, but I

21 would have never said they used to credit all my

22 phone calls under five minutes. I mean, that's

23 ridiculous, senseless.

24 THE EXAMINER: Okay. Let me have that



29

1 one that I marked so I don't lose track of it.

2 MR. MILJKOVIC: Here we are.

3 THE EXAMINER: And then this is your copy

4 of the faxed version if you want it. It's unmarked.

5 I haven't marked it.

6 MR. MILJKOVIC: May I proceed?

7 THE EXAMINER: Yes.

8 MR. MILJKOVIC: Then I talked to somebody

9 again --

10 THE EXAMINER: At Primo.

11 MR. MILJKOVIC: No, Public Utility

12 Commission, and it was Miss Linda Hamilton, a very

13 nice young lady, and one day --

14 THE EXAMINER: When you say you talked to

15 her, this is like after this letter that you just

16 were reading from was filed? Or when was it that you

17 talked to her that you're referring to?

18 MR. MILJKOVIC: It was, I think that it

19 was the 29th of August 2006.

20 THE EXAMINER: Okay.

21 MR. MILJKOVIC: I am not quite positive,

22 but --

23 THE EXAMINER: That's your recollection.

24 MR. MILJKOVIC: Right.

30

1 THE EXAMINER: Okay.

2 MR. MILJKOVIC: And that was a three-way

3 telephone conversation among Milentije Miljkovic,

4 Miss Hamilton, and a gentleman in Primo

5 Communications; I don't know whether it was Mr. Ben

6 Ardelean or someone else.

7 But we agreed that I should pay my bill

8 in full and that I would get \$5 credit for my

9 switching fee if I sent a copy of my bill from the

10 long distance -- from my local telephone company to

11 Primo Communications again.

12 THE EXAMINER: Okay.

13 MR. MILJKOVIC: And I did. And then

14 Primo Communications told me that my rate would raise

15 from 8.9 to 33 cents because I was -- I didn't pay my

16 bill on time, and I agreed. And I want to present

17 you with the evidence that I had sent via fax the

18 copy of my bill from the local telephone company and

19 here's the time.

20           THE EXAMINER: Okay. So this is a  
21 two-page exhibit that appears to be the same bill,  
22 the May 5th through June 4th AT&T bill that is  
23 Complainant's Exhibit No. 3, but this is a fax  
24 version and at the top we can see that the fax was

1 sent on 6/30. Sorry, maybe it was 8/30. 8/30/2006.

2 MR. DORTCH: Your Honor, may I?

3 MR. MILJKOVIC: This is a copy. Here.

4 That's the same.

5 MR. DORTCH: This is the same, okay.

6 THE EXAMINER: Are you submitting that  
7 for us to consider?

8 MR. MILJKOVIC: Yes.

9 THE EXAMINER: I'll get a copy. And as I  
10 understand it, the purpose of this would be to show  
11 that you did at that time fax a copy to Primo of the  
12 AT&T bill showing the \$5 switching fee.

13 MR. MILJKOVIC: And also a copy of my  
14 check that I paid my bill in full.

15 THE EXAMINER: That's something  
16 different. We haven't talked about that, but we'll  
17 do that next. You sent that at the same time?

18 MR. MILJKOVIC: Yes.

19 THE EXAMINER: So this is a part of the

20 same fax?

21 MR. MILJKOVIC: I think so.

22 THE EXAMINER: It does show a date of

23 8/30, but it's not clear from this that this is a

24 fax. Unlike that one, it has no fax transmission

1 date time stamp on it.

2 MR. DORTCH: Have these been marked, your  
3 Honor?

4 THE EXAMINER: Pardon me?

5 MR. DORTCH: Have they been marked?

6 THE EXAMINER: I'm going to mark this as  
7 Complainant's Proposed Exhibit No. 5.

8 (EXHIBIT MARKED FOR IDENTIFICATION.)

9 THE EXAMINER: Now, I'm not clear. Now  
10 I'm marking and it -- now it appears that there's  
11 three pages, so I'm confused. This one that I just  
12 marked, maybe I marked it wrong. When I described it  
13 for the court reporter, I thought it was a two-page  
14 exhibit, but now I see that it's three, and I'm  
15 wondering if this is supposed to be included as part  
16 of the same document or is this a separate document,  
17 the one that's the check?

18 MR. MILJKOVIC: You may have this one.  
19 This is just the same.

20           THE EXAMINER: All right. Let me cross  
21 that out and I'm marking these two pages as  
22 Complainant's Exhibit 5.  
23           If you need to look at them, you can,  
24 Mr. Dortch.



33

1 MR. MILJKOVIC: So I sent --

2 THE EXAMINER: But I haven't marked this.

3 Now, are you submitting this as a separate document?

4 MR. MILJKOVIC: I am.

5 THE EXAMINER: What is this?

6 MR. MILJKOVIC: That's the proof that I  
7 had paid my bill in full.

8 THE EXAMINER: Is this like a photocopy  
9 of a check that you sent?

10 MR. MILJKOVIC: It is a carbon copy of  
11 the check.

12 THE EXAMINER: It's a what?

13 MR. MILJKOVIC: I didn't have a copy of  
14 the check.

15 THE EXAMINER: So what is it?

16 MR. MILJKOVIC: A carbon.

17 THE EXAMINER: From a bank statement or  
18 something?

19 MR. MILJKOVIC: Yes.

20 THE EXAMINER: Okay.

21 MR. MILJKOVIC: No. No, sir. I'm sorry.

22 It's a check and then underneath is a carbon.

23 THE EXAMINER: So it's a carbon of a

24 check, okay. Now, you're saying this is to show that

34

1 you paid your bill in full, but it's a check made out

2 for \$5.02?

3 MR. MILJKOVIC: Yes.

4 THE EXAMINER: So the only amount in

5 dispute at that point was the switching fee, \$5, and

6 where did the cents come from?

7 MR. MILJKOVIC: I needed a long-distance

8 service and I said to myself, "Well, let them have

9 that money for five telephone calls which I did not

10 make," but anyway.

11 THE EXAMINER: Well, you're telling me

12 that in the three-way phone call on the 29th you

13 agreed to pay your bill in full, then you're telling

14 me that this is evidence that you paid your bill in

15 full. So I'm only asking that the amount of the bill

16 was \$5.02?

17 MR. MILJKOVIC: Yes.

18 THE EXAMINER: Is that what was in

19 dispute at that time?

20 MR. MILJKOVIC: Yes.

21 MR. DORTCH: Your Honor, is that document

22 being marked as Exhibit 6?

23 THE EXAMINER: Yes, I'll mark that as

24 Complainant's Exhibit No. 6.

35

1 (EXHIBIT MARKED FOR IDENTIFICATION.)

2 THE EXAMINER: Okay.

3 MR. MILJKOVIC: And after I had paid my

4 bill in full and after the three-way telephone call

5 with Ms. Hamilton my -- and after I had agreed to pay

6 33 cents for a unit for a telephone call to Serbia --

7 THE EXAMINER: Yeah, as part of that

8 three-way calling.

9 MR. MILJKOVIC: -- my telephone line was

10 blocked. I could not get through. I still got a

11 message "Please contact your long-distance company,"

12 and I did.

13 THE EXAMINER: Well, what was the status

14 of the service before the three-way call? Was it

15 blocked then?

16 MR. MILJKOVIC: It was blocked.

17 THE EXAMINER: Okay. So are you saying

18 that there was no change after you paid the bill and

19 after you had the three-way call?

20 MR. MILJKOVIC: I think that it was a

21 change for a day or two.

22 THE EXAMINER: You had service for --

23 MR. MILJKOVIC: That my line was

24 unblocked.

36

1 THE EXAMINER: For maybe a day or two;  
2 something in that neighborhood. A few days.

3 MR. MILJKOVIC: Right.

4 THE EXAMINER: Okay. And then within a  
5 few days then you got the message that it was  
6 blocked?

7 MR. MILJKOVIC: Yes. And I spoke to  
8 someone in Primo Communications and I found out that  
9 I did not -- I did not -- want their service any  
10 longer.

11 THE EXAMINER: You found out? What do  
12 you mean? You told them that?

13 MR. MILJKOVIC: No. I was told by them  
14 that I did not want their service any longer.

15 THE EXAMINER: So when you called up to  
16 find out about the message you were getting that  
17 there wasn't any service, they told you "You don't  
18 want the service."

19 MR. MILJKOVIC: "Sir, you don't want our

20 service any longer."

21 THE EXAMINER: Okay.

22 MR. MILJKOVIC: And at the same time I --

23 I was very upset and I raised my voice to the person

24 to whom I spoke, and after that I sent this fax to



1 Ms. Linda Hamilton. Dear -- shall I read it or just

2 submit?

3 THE EXAMINER: Well, why don't you mark

4 it and -- we can mark it as an exhibit and then we'll

5 have a record of it that we can use as, you know, it

6 will say what it says.

7 MR. DORTCH: Your Honor, at this point in

8 time I'm going to object to the continued line of

9 testimony on several grounds. First of all, it seems

10 that much of Mr. Miljkovic's complaints here involve

11 the international service that he was seeking and

12 that, of course, is beyond the jurisdiction of this

13 commission; it's a matter for the FCC.

14 Second of all, Mr. Miljkovic seems to

15 wish to introduce evidence involving settlement

16 discussions between the parties rather than anything

17 regarding the fundamental dispute between the parties

18 which, as I understand, the jurisdictional dispute

19 that would be before this Commission at this point in

20 time is whether or not a \$5 charge should have been  
21 credited to him or not.

22 I'm not sure after 50 minutes that I've  
23 heard anything other than that \$5 charge that would  
24 appropriately be before the Commission.

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1           THE EXAMINER: Well, I think that what  
2 I've heard so far is two different issues, one has to  
3 do with the five two-minute calls.

4           MR. DORTCH: Which were international  
5 calls.

6           THE EXAMINER: Well, that's not clear  
7 from what he's said so far. Also, I also thought I  
8 heard a little while ago that he paid his bill in  
9 full and that was -- so in some sense there was some  
10 kind of resolution on that. I'm not clear on it.

11          MR. DORTCH: I'm not either.

12          THE EXAMINER: But I don't know whether  
13 that's still one of those issues -- clearly, those  
14 are the two issues that I heard in the beginning, one  
15 had to do with the \$5 switching charge and the other  
16 had to do with whether he had to pay those charges  
17 for the two-minute unconnected calls, the alleged  
18 unconnected calls.

19          And maybe you should take up my point.

20 I'm not clear whether or not that later got resolved  
21 when you agreed to pay your bill in full or whether  
22 that's something you're still disputing even now.  
23 MR. MILJKOVIC: I said "All right, I need  
24 the long-distance service." I paid.

1 THE EXAMINER: So you went ahead and paid  
2 that. So are you disputing that anymore, or is that  
3 something that is not part of this complaint in terms  
4 of trying to get it resolved now?

5 MR. MILJKOVIC: Yes, it is, because after  
6 I agreed, after I paid my bill, my phone line was  
7 blocked again. I couldn't get through.

8 THE EXAMINER: Well, and so that may  
9 still relate back to those calls, those five calls  
10 from the earlier bill?

11 MR. MILJKOVIC: I want to read the letter  
12 to Miss Hamilton.

13 THE EXAMINER: Well, I think he's already  
14 objecting to the nature of the letter so -- I don't  
15 even know what the letter says or does, but is it  
16 something that's part of the --

17 MR. DORTCH: Your Honor, it's --

18 THE EXAMINER: Another thing is that you  
19 brought up that it has to do with settlement.

20 MR. DORTCH: Yes, sir.

21 THE EXAMINER: But is it settlement of  
22 this particular case? Is it settlement of some other  
23 case?

24 MR. DORTCH: It's a settlement of the

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1 matters that he's complaining about to you that he's  
2 occupied 50 minutes of hearing time regarding so far,  
3 yes, sir.

4 We're attempting to permit Mr. Miljkovic  
5 to proceed and to present his case, but as I  
6 understand what Mr. Miljkovic is saying to your  
7 Honor, he has taken us through several complaints,  
8 one is that there were five two-minute calls to  
9 Serbia for which he feels he was unfairly charged; he  
10 has demonstrated that he complained to the FCC about  
11 those calls; he has demonstrated that after  
12 complaining to the FCC he's complained to the PUCO  
13 about those calls; and about a \$5 switching fee.

14 He has testified that he had contacted  
15 Miss Hamilton of this commission staff; that  
16 following a discussion with Miss Hamilton agreement  
17 was reached between Mr. Miljkovic and Primo  
18 Communications in which Mr. Miljkovic's service was  
19 restored briefly, he said for a few days; and

20 according to Mr. Miljkovic, he sent \$5.02 in in full

21 satisfaction of his bill. Thus it seems to me that

22 we've had a resolution of pretty much every issue

23 that we're discussing up till now.

24 THE EXAMINER: Well, if the nature of the



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1 objection is that it gets into settlement  
2 discussions, then I think I'm willing to allow the  
3 exhibit and then consider once it comes in whether or  
4 not I can use it or not.

5 MR. DORTCH: Of course.

6 THE EXAMINER: So I'm in favor of  
7 allowing it at least be proffered and, you know, once  
8 it's proffered I would hear any further objections,  
9 but even so I think that it might be all evidence  
10 that I would like to have in order to understand the  
11 case and make a ruling. Whether I can use that  
12 exhibit or not to reach the ruling that I do, I can  
13 reserve for later to make that kind of ruling.

14 MR. DORTCH: Yes, sir.

15 THE EXAMINER: That's where I'm going  
16 with this. And yes, I'm at this point still trying  
17 to figure out the full scope of what the nature of  
18 the complaint is, but I think I'm going to allow some  
19 of these things at least be marked to come to some

20 understanding of that and I'm going to allow him to

21 continue further in this way for now.

22 But before you read me that letter I

23 would like to -- are you going to be entering it as

24 the other documents? Are you going to be --

1 MR. MILJKOVIC: (Witness nods head.)

2 THE EXAMINER: Let's mark it before you  
3 read it. I'm marking this as Complainant's Proposed  
4 Exhibit No. 7.

5 (EXHIBIT MARKED FOR IDENTIFICATION.)

6 MR. DORTCH: Your Honor, rather than me  
7 approaching, may I ask, is this a September 22, 2006,  
8 fax, 8:52 p.m.?

9 THE EXAMINER: Yes, that's the way it  
10 appears here.

11 MR. DORTCH: Thank you. And this has  
12 been marked as No. 7, or 6?

13 THE EXAMINER: Yes, 7. The text of it is  
14 addressed "Dear Miss Hamilton."

15 MR. MILJKOVIC: Yes.

16 THE EXAMINER: If you want, I don't mind  
17 taking the time for you to read it. If you just want  
18 to summarize what's important about it and work from  
19 there, you can do it that way too. Summarize it or

20 read it, whatever works.

21 MR. MILJKOVIC: The importance is that I

22 contacted Miss Linda Hamilton on the 22nd of

23 September, three weeks after a three-way telephone

24 call, and to tell her that I had not got a refund of

43

1 \$5 which was promised to me --

2 THE EXAMINER: Okay.

3 MR. MILJKOVIC: -- for the switching fee.

4 THE EXAMINER: Okay. Does it address the  
5 other issue about your service being blocked?

6 MR. MILJKOVIC: There is another letter  
7 to Miss Hamilton.

8 THE EXAMINER: Okay. Is that something  
9 that you want to introduce also?

10 MR. MILJKOVIC: Yes. And it was sent on  
11 the 26th of October, 2006.

12 THE EXAMINER: Would you like to show  
13 that to Mr. Dortch first? I think I'm planning on  
14 marking that as Exhibit No. 8.

15 Do you have it?

16 MR. DORTCH: Yes.

17 (EXHIBIT MARKED FOR IDENTIFICATION.)

18 MR. MILJKOVIC: I want to read this.

19 "Dear Miss Hamilton, A short while ago I got a

20 telephone message from you. You said that 'Primo'

21 had given me \$10.00 credit back in August.

22 "In fact, my long-distance service was

23 disconnected in August after a 3-way telephone

24 conversation (you, a 'Primo' manager, and I). I have

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1 never got a \$10.00 credit from 'Primo'! (See the  
2 latest statement.)

3 "I still cannot understand why 'Primo'  
4 keeps lying to a PUCO employee."

5 And before I wrote that letter there was  
6 a three-way telephone call with Miss Hamilton, with  
7 Heidi from Primo, and with me, and the conclusion was  
8 that their computer had crashed so they couldn't find  
9 a \$10 credit which they told Linda Hamilton they had  
10 given to me.

11 THE EXAMINER: Let me ask you this, up  
12 until this letter we've mostly been talking about a  
13 \$5 credit, and now all of a sudden this letter talks  
14 about \$10 and, you know, in the face of the letter it  
15 says that Miss Hamilton said Primo had given a  
16 \$10 credit. So I'm just asking you, for yourself,  
17 why the change from 5 to 10 dollars?

18 MR. MILJKOVIC: I'm very glad you can ask  
19 that question. Miss Hamilton, I would give her high

20 credits for doing her job. He followed the case --  
21 she, I'm sorry. She followed the case. And I didn't  
22 expect a telephone call from her, but she phoned me  
23 and she said that she had talked to Primo  
24 Communications and that she was told that I was given



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1 a credit of \$10 and everything had been settled.

2 THE EXAMINER: During the three-way call  
3 did you discuss the credit for the switching fee?

4 MR. MILJKOVIC: Yes.

5 THE EXAMINER: The original three-party  
6 call on August the 29th? And at that time did you  
7 talk about \$10?

8 MR. MILJKOVIC: No; \$5.

9 THE EXAMINER: Okay. But then later what  
10 you're telling me is that Miss Hamilton's follow-up  
11 led her to be told by the company that there had been  
12 a \$10 credit.

13 MR. MILJKOVIC: Yes, sir.

14 THE EXAMINER: And that's what's  
15 reflected in your letter.

16 MR. MILJKOVIC: Yes.

17 THE EXAMINER: Okay.

18 MR. MILJKOVIC: I talked with Miss  
19 Hamilton and just five minutes later she phoned back

20 and she said, "Mr. Miljkovic, there is a person in  
21 Primo Communications, I want you to hear this." And  
22 to summarize, they couldn't find the evidence that I  
23 was given a credit of \$10 because their computer had  
24 crashed.

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1 THE EXAMINER: So she had earlier been  
2 told by the company --

3 MR. MILJKOVIC: Yes.

4 THE EXAMINER: -- that they had issued  
5 it, but on the follow-up both of you were told that  
6 because of the computer crash they couldn't find  
7 any --

8 MR. MILJKOVIC: Any of it.

9 THE EXAMINER: -- explanation for what  
10 had happened to it.

11 MR. MILJKOVIC: Exactly.

12 THE EXAMINER: Okay. And that call when  
13 you talked about the computer crash, was that after  
14 this letter was sent or before? About when did that  
15 happen in relation to these other documents that we  
16 have?

17 MR. MILJKOVIC: I sent that letter and  
18 then Linda talked to me, Miss Hamilton talked to me.

19 THE EXAMINER: So it was a follow-up to

20 this letter that was sent on the 26th the

21 discussion about the computer crash occurred.

22 MR. MILJKOVIC: Excuse me. I got a

23 message from Miss Hamilton that I was given -- I had

24 been given \$10 --

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1 THE EXAMINER: And then you wrote this

2 letter.

3 MR. MILJKOVIC: Yeah.

4 THE EXAMINER: And then you had a

5 follow-up.

6 MR. MILJKOVIC: That was after one, two,

7 three days, I don't know, there was a three-way

8 telephone call with Heidi, Miss Hamilton, and me, and

9 we found out that they could not find the evidence

10 that I was given a credit because the computer had

11 crashed.

12 THE EXAMINER: Okay. I'm clear on what

13 you testified now on that.

14 Do you want to continue?

15 MR. MILJKOVIC: Then also I -- there is

16 my bill which I got in November, and I was charged on

17 the 27th of October 2006, I was charged \$4.99 for

18 carrier charges. I can submit this.

19 THE EXAMINER: Okay, let's mark that.

20 This is a bill from Primo?

21 MR. MILJKOVIC: Yes. Carrier charges,

22 4.99, here. And I was told there was not a monthly

23 fee for using their service.

24 THE EXAMINER: I'm marking this bill

1 Complainant's Proposed Exhibit No. 9.

2 (EXHIBIT MARKED FOR IDENTIFICATION.)

3 THE EXAMINER: Now, from your point of  
4 view the carrier charge for 4.99, is this a bill for  
5 the switching fee, or is this something -- is this a  
6 whole new topic, or why bring up this bill? What  
7 does this bill have to do with your complaint?

8 MR. MILJKOVIC: I mean, a carrier charge,  
9 who is the carrier? Global Crossing. Why was I  
10 charged by Global Crossing? I was Primo  
11 Communications subscriber.

12 THE EXAMINER: Does this bill indicate  
13 that this is a charge for Global Crossing?

14 MR. MILJKOVIC: Global Crossing is the  
15 carrier. That is how I understand the bill.

16 THE EXAMINER: Well, I'm not disputing.  
17 I just want to understand why you're saying that.  
18 What is it about the bill that says here's a carrier  
19 charge for Global Crossing? I see a carrier charge

20 itemized and a date next to it and a price for 4.99.

21 MR. MILJKOVIC: Right.

22 THE EXAMINER: How does Global Crossing

23 fit into the picture?

24 MR. MILJKOVIC: I still don't understand



1 that.

2 THE EXAMINER: Well, I mean, you came to  
3 that. Was it because they told you that?

4 MR. MILJKOVIC: Right.

5 THE EXAMINER: And how did they tell you  
6 that? When you called up and asked about this, this  
7 is what they told you? I don't want to put words in  
8 your mouth, I just want to understand. You got this  
9 bill, you didn't understand the carrier charge.

10 MR. MILJKOVIC: So do I. I'm sorry, I  
11 don't want to be misleading. I don't recall that I  
12 spoke to them about that.

13 THE EXAMINER: Again, my question is what  
14 about this that led you to believe that this had  
15 something to do with Global Crossing?

16 MR. MILJKOVIC: Because Global Crossing  
17 is the carrier.

18 THE EXAMINER: Is the carrier -- I don't  
19 understand. Up to now it seems that we're talking

20 about AT&T's bill and Primo's bill, and here's a  
21 Primo bill that has a carrier charge, and now you're  
22 bringing up a company that so far I don't know how it  
23 relates to anything that you've said so far.  
24 MR. MILJKOVIC: I don't know.

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1 THE EXAMINER: It's out of thin air you  
2 start mentioning Global Crossing.

3 MR. MILJKOVIC: I'm sorry.

4 THE EXAMINER: It's okay. I'm just  
5 trying to come to an understanding.

6 MR. MILJKOVIC: So do I.

7 THE EXAMINER: Well, how did you come to  
8 the understanding yourself that this carrier charge  
9 had something to do with Global Crossing? You're  
10 saying because they're the carrier. How did they get  
11 to be the carrier?

12 MR. MILJKOVIC: I was thinking. Primo  
13 Communications is a reseller of Global Crossing.

14 THE EXAMINER: Okay.

15 MR. MILJKOVIC: Global Crossing is a  
16 carrier, so I must have been charged by Global  
17 Crossing.

18 THE EXAMINER: And so your previous bills  
19 from Primo didn't have any carrier charge.

20 MR. MILJKOVIC: No. Never.

21 THE EXAMINER: So you never had to think

22 about Global Crossing. But when you saw this, you

23 realized they were a reseller for Global Crossing so

24 you thought the carrier charge must have something to

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1 do with Global Crossing as the carrier for which

2 Primo is a reseller?

3 MR. MILJKOVIC: Yes. And then I didn't

4 think that I should speak to Global Crossing about

5 that because I was Primo Communications subscriber.

6 THE EXAMINER: So you didn't -- so what

7 did you do when this bill came? I mean, did you

8 speak to Primo about it?

9 MR. MILJKOVIC: No.

10 THE EXAMINER: What did you do?

11 MR. MILJKOVIC: I'm sorry, I interrupted

12 you.

13 THE EXAMINER: I'm sorry, I'm

14 interrupting you. I just want you to continue with

15 your description.

16 MR. MILJKOVIC: I felt uncomfortable and

17 very stressed whenever I talked to them and I just

18 stopped talking to them.

19 THE EXAMINER: Okay.

20           MR. MILJKOVIC: And I didn't pay my bill  
21 at that point because I didn't know what the carrier  
22 charge was, and then after that I got also -- my next  
23 bill was credit proceeding fee in December 2006, \$25.  
24           THE EXAMINER: Oh, credit processing fee

1 on 12/18/2006. I'll mark this as Complainant's  
2 Proposed Exhibit 10, but before we go on with that I  
3 have more questions about 9.

4 (EXHIBIT MARKED FOR IDENTIFICATION.)

5 THE EXAMINER: So as I'm understanding  
6 what you're telling me about Complainant's Exhibit 9,  
7 which is the one that has the carrier charge dated  
8 October 27th for 4.99, correct me if I'm wrong  
9 because here's what I'm understanding about this, you  
10 got this, you didn't understand, well, what the  
11 carrier charge was about, you were already at the  
12 point of feeling like too frustrated to talk to Primo  
13 about it, so you basically didn't follow up on it,  
14 but you were --

15 MR. MILJKOVIC: No.

16 THE EXAMINER: And you reached your own  
17 conclusion that it must have something to do with  
18 Global Crossing being the underlying carrier for  
19 which Primo is a reseller, but even making that

20 assumption by yourself you didn't really take any  
21 action on this. You didn't pay the bill and you  
22 didn't follow up on what the carrier charge -- you  
23 didn't ask the company what the carrier charge was.  
24 MR. MILJKOVIC: No. I was discouraged.



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1 After all those telephone calls with Linda Hamilton  
2 and myself and Primo, I just -- I didn't.

3 THE EXAMINER: Okay.

4 MR. MILJKOVIC: And also after, after  
5 that bill of \$25 I got another --

6 THE EXAMINER: This credit processing  
7 that's on this other bill that I've marked as Exhibit  
8 10?

9 MR. MILJKOVIC: It's collection fee of  
10 \$100.

11 THE EXAMINER: Okay. This is like a debt  
12 collection letter?

13 MR. MILJKOVIC: Yes.

14 THE EXAMINER: I'm marking this as  
15 Complainant's Exhibit 11.

16 (EXHIBIT MARKED FOR IDENTIFICATION.)

17 THE EXAMINER: It's, as I say, a debt  
18 collection letter. I see that the copy you sent me  
19 was filed in the docket on April 25th, has a big

20 heading on it that says "Final Warning."

21 MR. MILJKOVIC: It was in December 2006.

22 THE EXAMINER: That you received --

23 MR. MILJKOVIC: Yes.

24 THE EXAMINER: -- this Exhibit 11 letter.

1           MR. MILJKOVIC: And after that letter I  
2 filed a formal complaint with the Public Utility  
3 Commissions of Ohio.

4           THE EXAMINER: In this case. The  
5 complaint that's in this case.

6           MR. MILJKOVIC: Yes.

7           THE EXAMINER: Okay.

8           MR. MILJKOVIC: And I got -- after filing  
9 my formal complaint I got a letter from Public  
10 Utilities Commission of Ohio on the 25th of January  
11 that my complaint had been received and that the copy  
12 was sent to Primo Communications and that the company  
13 was obliged to reply in three weeks' time, I think.

14           However, the company replied only in  
15 March, I think, after a long time, and I just --

16           THE EXAMINER: I think that the letter  
17 that you received from -- this is something else. I  
18 think that the standard time for answering is 20  
19 days, so probably what the letter said was 20 days,

20 but that can be subject to check. I think either you  
21 can enter that letter or it might already be on  
22 record. When you said "three weeks," I just thought  
23 I'd clarify, more than likely it's 20 days.  
24 MR. MILJKOVIC: All right. And I spoke

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1 to Mrs. Stoneking and she said that she hadn't got a  
2 response and that she had to talk to them to remind  
3 them that they are obliged to respond.

4 THE EXAMINER: Do you know when that  
5 conversation with Mrs. Stoneking was?

6 MR. MILJKOVIC: Yes. And they responded  
7 on the 12th of March.

8 THE EXAMINER: But when did you talk to  
9 Miss Stoneking?

10 MR. MILJKOVIC: After a month because --

11 THE EXAMINER: A month after the letter  
12 went out that you received, the letter that said that  
13 the Commission had served a copy on the company.

14 MR. MILJKOVIC: Yes.

15 THE EXAMINER: Approximately a month  
16 after that, okay. And then here's the March 12th  
17 response by the company.

18 MR. MILJKOVIC: Yes.

19 THE EXAMINER: I'm willing to mark this

20 if you want, but I am sure that this is, you know, I  
21 see here it's docketed. I'll mark it as 12. So we  
22 can just use the one that's already been filed if you  
23 want, unless you want me to mark it as a hearing  
24 exhibit.

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1 I wasn't planning on marking this as an  
2 exhibit, but the reason is because it's already part  
3 of the record as filed on March the 12th.

4 MR. MILJKOVIC: So the company was late.

5 THE EXAMINER: Okay.

6 MR. MILJKOVIC: In February 2007 I got a  
7 bill from my local telephone company, AT&T, and they  
8 realized that -- I realized that my telephone  
9 long-distance service was changed, and I also was  
10 charged for switching to -- here, long-distance  
11 service.

12 THE EXAMINER: This appears to be a AT&T  
13 bill for the period January 20th through February  
14 19th, 2007.

15 MR. MILJKOVIC: Yes.

16 THE EXAMINER: And on here is a listing  
17 for charge to change your intraLATA long-distance  
18 carrier, charge to change intraLATA long-distance  
19 carrier, it's actually on here twice, a dollar 45 for

20 each.

21 MR. MILJKOVIC: Yes.

22 THE EXAMINER: Is that what you're  
23 pointing out on this?

24 MR. MILJKOVIC: Yes, sir.



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1 THE EXAMINER: Okay, I'll mark this as  
2 Complainant's Exhibit No. 12.

3 (EXHIBIT MARKED FOR IDENTIFICATION.)

4 MR. DORTCH: Your Honor, just if I may  
5 bring one thing to your attention. You stated that  
6 there's a charge on there twice; that's not exactly  
7 accurate. That is a charge to change the interLATA  
8 carrier and a separate charge to change the intraLATA  
9 carrier.

10 THE EXAMINER: I do believe I was wrong.  
11 There's two charges, one for inter, one for intra.

12 MR. DORTCH: It's pretty small and  
13 difficult to read.

14 THE EXAMINER: Now that's clarified.

15 MR. MILJKOVIC: So I included the  
16 slamming to my formal complaint.

17 THE EXAMINER: So based on this bill that  
18 you received from AT&T, then you filed this letter on  
19 April the 5th that is addressed to the concern of

20 this case and it is a letter that begins "Obviously I  
21 was slammed by long-distance telephone company."

22 MR. MILJKOVIC: Yes.

23 THE EXAMINER: Okay.

24 MR. MILJKOVIC: It was Global Crossing.

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1 I mean, sorry, Primo Communications. And I spoke to  
2 someone, Primo Communications, and I asked for  
3 explanation of why I had been reconnected with them  
4 because I canceled their service, and I was told that  
5 I would be reconnected again and again until I pay my  
6 bill.

7 THE EXAMINER: All right. Just a second  
8 now. I'm going to go ahead and mark this letter that  
9 was filed on April the 5th as Complainant's Exhibit  
10 No. 13. And then I'm going to ask you, you said it  
11 was Primo, how did you determine that it was Primo?

12 (EXHIBIT MARKED FOR IDENTIFICATION.)

13 THE EXAMINER: I think that you mean that  
14 the company that slammed you was Primo?

15 MR. MILJKOVIC: Yes.

16 THE EXAMINER: How did you arrive at that  
17 conclusion?

18 MR. MILJKOVIC: Well, I contacted the  
19 Public Utility Commissions of Ohio and there is the

20 activity of my telephone line.

21 THE EXAMINER: This is PUCO?

22 MR. MILJKOVIC: Yes. I got -- yes, it

23 is.

24 MR. DORTCH: Your Honor, may I approach?

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1 THE EXAMINER: Yes.

2 MR. DORTCH: I want to make certain that  
3 I'm making some sense of all of this.

4 Oh, no wonder I'm confused.

5 THE EXAMINER: This is the letter I just  
6 marked as No. 13. This he just handed to me, so I  
7 don't know -- I'm not sure what it is.

8 MR. DORTCH: Okay.

9 MR. MILJKOVIC: This.

10 MR. DORTCH: This; thank you.

11 THE EXAMINER: So this is something that  
12 the PUCO sent you --

13 MR. MILJKOVIC: Yes.

14 THE EXAMINER: -- when you -- was it in  
15 response to this letter, or was it in response to a  
16 phone call, or how did you get this?

17 MR. MILJKOVIC: No. No. I had to speak  
18 to someone in a call center.

19 THE EXAMINER: In the call center.

20 MR. MILJKOVIC: Yeah.

21 THE EXAMINER: You called them and asked  
22 them to help you find out who it was that slammed  
23 you.

24 MR. MILJKOVIC: Yes.

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1 THE EXAMINER: And they sent you this --

2 MR. MILJKOVIC: Yes.

3 THE EXAMINER: -- and told you that it

4 was Primo.

5 MR. MILJKOVIC: No.

6 THE EXAMINER: Okay.

7 MR. MILJKOVIC: That's the activity of my

8 line.

9 THE EXAMINER: So they just sent you

10 information on activity on your line. And then help

11 me understand what this says or does.

12 MR. MILJKOVIC: I cannot. I'm sorry.

13 THE EXAMINER: Okay. But I mean, why do

14 you present it?

15 MR. MILJKOVIC: Because that's an

16 official document.

17 THE EXAMINER: That's what they sent you.

18 MR. MILJKOVIC: Yeah. You will need a

19 day to understand that.

20 THE EXAMINER: Can we tell from the AT&T

21 bill the date the interLATA long-distance carrier

22 change was? No, it doesn't show a date, does it?

23 MR. MILJKOVIC: That's a document from

24 Public Utilities Commission.



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1 THE EXAMINER: Okay.

2 MR. MILJKOVIC: And then since Primo  
3 Communications is a reseller of Global Crossing, I  
4 was told to speak to one in the company, and I would  
5 like to read --

6 THE EXAMINER: Speak to?

7 MR. MILJKOVIC: Global Crossing.

8 THE EXAMINER: This is someone at the  
9 PUCO told you to do that.

10 MR. MILJKOVIC: I submitted, but I would  
11 like to read it.

12 MR. DORTCH: Objection; hearsay.

13 THE EXAMINER: Well, let's deal with this  
14 document first.

15 MR. MILJKOVIC: Okay.

16 THE EXAMINER: Shall we enter this on the  
17 record as a Complainant's exhibit?

18 MR. MILJKOVIC: Please.

19 THE EXAMINER: And this is information

20 that you received from the PUCO call center about  
21 activity on your bill.

22 MR. MILJKOVIC: Yes.

23 THE EXAMINER: I'm marking that as  
24 Exhibit No. 14.

1 (EXHIBIT MARKED FOR IDENTIFICATION.)

2 THE EXAMINER: Okay. So now we've got  
3 this marked. Now, go ahead with whatever you want to  
4 bring up.

5 MR. MILJKOVIC: Now on the 13th of  
6 March 2007, I sent a letter to Mrs. Stoneking just to  
7 include into the case, and in this letter I wrote "I  
8 have just spoken to Susan; Calling Centre; Global  
9 Crossing; Slamming Department; telephone:  
10 (800)466-4600.

11 "She confirmed that" --

12 MR. DORTCH: Objection; hearsay. He's  
13 going to testify to hearsay here.

14 MR. MILJKOVIC: Let me finish.

15 THE EXAMINER: Go ahead.

16 MR. MILJKOVIC: "She confirmed" --

17 THE EXAMINER: I would allow it anyway.

18 Go ahead.

19 MR. MILJKOVIC: "She confirmed that my

20 telephone (440)331-3331 was picked, that is slammed

21 on 02/08/2007 by 'Primo Communications.'"

22       Excuse me. This is Global Crossing

23 telephone number, slamming department, Susan,

24 everything is clear.

1 THE EXAMINER: I'll note your objection  
2 of hearsay but also allow it, and I guess I'll mark  
3 it as an exhibit as well. No. 15.

4 (EXHIBIT MARKED FOR IDENTIFICATION.)

5 MR. MILJKOVIC: This is also a document  
6 that I had my long distance telephone company, APS,  
7 so at the time I was slammed.

8 THE EXAMINER: I'm sorry, I wasn't  
9 following you. What is this?

10 MR. MILJKOVIC: I had a long-distance  
11 company, APS, at the time I was slammed by Primo.

12 THE EXAMINER: Okay. That's who was  
13 serving you at the time that the slamming that's  
14 noted on this AT&T bill --

15 MR. DORTCH: Your Honor, just for  
16 confirmation, is that a December 2006 APS bill?

17 THE EXAMINER: Yes.

18 MR. DORTCH: It is. I have a copy, I  
19 just wanted to make sure.

20 THE EXAMINER: It appears to be, and I

21 marked it as Complainant's Exhibit No. 16.

22 (EXHIBIT MARKED FOR IDENTIFICATION.)

23 THE EXAMINER: If I can ask you, the

24 reason why you gave me this or submitted this is to

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1 show who was your carrier at the time of this bill?

2 MR. MILJKOVIC: Yes, sir.

3 THE EXAMINER: Okay.

4 MR. MILJKOVIC: Too many. I'm sorry.

5 After all that there was a response from

6 Primo Communications.

7 THE EXAMINER: When you say "after all

8 that" --

9 MR. MILJKOVIC: I mean, I talked to them

10 about my slamming problem and they said, "Well, you

11 will have to pay your bill until you don't -- until

12 you don't, we will keep switching you on and off."

13 THE EXAMINER: Do you want to clarify

14 what -- is that really what they said? How did you

15 understand what it is that they said, because I don't

16 understand what you just said? Let me put it that

17 way: How did you understand what they said?

18 MR. MILJKOVIC: The lady was nice, I

19 mean, I just asked her to explain it to me; she

20 couldn't. I asked her to send me a copy of my

21 request for switching my service again to Primo

22 Communications; she said that she could not, so I

23 didn't have any reason to talk to them any longer.

24 THE EXAMINER: You asked them, what, to



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1 send the verification that you had asked to switch to

2 Primo?

3 MR. MILJKOVIC: Yes.

4 THE EXAMINER: But even in your opinion

5 it didn't exist, you hadn't asked for it. But you're

6 saying prove that I did.

7 MR. MILJKOVIC: Right. Send me proof

8 that I requested your service again.

9 THE EXAMINER: Okay. But about the --

10 what is it that they told you about -- I don't want

11 to -- I'm not sure what way you described it earlier,

12 but something to the effect that they were going to

13 continue to slam you or they were going to turn you

14 on and off. What was your understanding of what they

15 were saying? I mean, how did --

16 MR. MILJKOVIC: I don't . . .

17 THE EXAMINER: You don't really want to

18 bring that out.

19 MR. MILJKOVIC: I just said, "Oh, gosh.

20 Just forget about that."

21 THE EXAMINER: All right. I'm not trying

22 to put any words in your mouth, I'm just trying to

23 understand what your complaint's about.

24 MR. MILJKOVIC: Well, I tried to -- I

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1   tried not to bother Public Utilities Commission of  
2   Ohio again. I tried not to send attachment to my  
3   complaint to Mrs. Stoneking. I tried to resolve  
4   them.

5           "I was slam dialed. I don't want you to  
6   touch my line again." Then I got a reply, "Well, we  
7   will switch you on and off until you pay your bill."  
8   So . . .

9           THE EXAMINER: This is in a phone call  
10   you were told this?

11          MR. MILJKOVIC: Yes.

12          THE EXAMINER: Okay.

13          MR. MILJKOVIC: I want to read this  
14   letter sent by Primo Communications to PUCO of Ohio  
15   on the 16th of May 2007.

16          "This is in response to your request for  
17   additional information on the above complaint.

18          "Attached are copies for the two bills  
19   the complainant did not pay and the service was

20 blocked for non payment on the 28th of October

21 2006. There are no more phone calls after October

22 28th, 2006."

23 And after that date I talked to my

24 long --

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1 THE EXAMINER: Now you're not reading,  
2 right? Or you are reading it?

3 MR. MILJKOVIC: No.

4 THE EXAMINER: I'd like the record to be  
5 clear whether you're reading from the letter.

6 MR. MILJKOVIC: "There are no more phone  
7 calls after October 28, 2006."

8 THE EXAMINER: Okay.

9 MR. MILJKOVIC: Because after October 28,  
10 2006, I talked to AT&T and I told them that my  
11 long-distance company is not Primo any longer, my  
12 long-distance company is APS.

13 THE EXAMINER: So, again, you were  
14 reading up to the point where you said "because," and  
15 then after that you were just testifying.

16 MR. MILJKOVIC: This is the proof that  
17 after October 28th, 2006, I was not a Primo  
18 Communications customer.

19 THE EXAMINER: It's just not clear, if

20 I'm going to be reading a transcript of this a few  
21 months from now, I can't tell what you're reading and  
22 what you're saying, you know, live as testimony here,  
23 so that's all I'm trying to get clear. If you're  
24 done reading or if you're not, you've got to put

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1 quotation marks around it so I know.

2 MR. MILJKOVIC: This is a quotation.

3 THE EXAMINER: Okay. So you were still

4 reading from the letter. I don't have the letter in

5 front of me, that's another problem.

6 MR. MILJKOVIC: After October 28, 2006, I

7 was not a customer of Primo Communications.

8 THE EXAMINER: That's the reason why

9 you're submitting this letter, to show that?

10 MR. MILJKOVIC: No; that's the proof that

11 I was slammed by Primo Communications. Primo

12 Communications states here that I'm not their

13 customer. And in January I'm their customer again.

14 Is it clear or no?

15 THE EXAMINER: Well, when you say that --

16 the main thing I want to be clear is whether you're

17 reading or not and, you know, I'm looking at your

18 eyes and you're looking up from the paper straight at

19 me and from all I can tell from what you said

20 earlier, when I read the transcript, you keep telling

21 me you're reading this.

22 MR. MILJKOVIC: I read and then explain.

23 THE EXAMINER: Why don't we just mark the

24 letter and then I'll have the letter to read compared



1 to what you're saying now.

2 MR. MILJKOVIC: All right.

3 THE EXAMINER: Okay. Now, this I'm

4 marking as Complainant's Exhibit No. 17.

5 (EXHIBIT MARKED FOR IDENTIFICATION.)

6 THE EXAMINER: That way now I can read

7 myself and figure out what's in the letter and what

8 you're testifying.

9 MR. MILJKOVIC: All right. Good.

10 I can only -- I have talked enough. In

11 one of the responses by Primo Communications they

12 said that they had never received a copy of my bill

13 for \$5. I have got the proof here that the bill was

14 sent by fax on 8/30/2006.

15 THE EXAMINER: Is that something we

16 already have? It sounds like it.

17 MR. MILJKOVIC: Yes. All right.

18 MR. DORTCH: I do not have a copy of that

19 particular exhibit, your Honor, but I do believe that

20 it has been admitted as --

21 MR. MILJKOVIC: All right. That's it.

22 I'm just puzzled, whenever I sent a letter to --

23 THE EXAMINER: Excuse me, I marked --

24 Exhibit 5 seems to be an August 30th fax of AT&T

1 bill's from May.

2 MR. DORTCH: Exhibit 5? Thank you, your

3 Honor.

4 MR. MILJKOVIC: May I say something?

5 THE EXAMINER: Yes.

6 MR. MILJKOVIC: I'm just very puzzled,

7 whenever I sent a letter to Public Utilities

8 Commission of Ohio, they got it. Whenever I sent a

9 letter to Primo with my paycheck, once they got it.

10 But they never got my letter via post office, they

11 never got my letters via fax, and so on and so on.

12 There is some disconnection somewhere here.

13 So I am ready to answer questions.

14 THE EXAMINER: Okay. You can proceed

15 with any questions you have of this witness.

16 MR. DORTCH: Thank you.

17 - - -

18 CROSS-EXAMINATION

19 By Mr. Dortch:

20 Q. Good afternoon, Mr. Miljkovic.

21 A. Good afternoon.

22 Q. I'm going to ask you several questions,

23 mostly I'm going to try to talk about some of the

24 documents that you submitted here. But I have a few

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1 questions that I'm going to ask you that won't  
2 involve the documents, and one of the things that I  
3 want to ask you about is almost your last statement.

4 Your last statement, you pointed out that  
5 you sent, you called it a "paycheck," I'm going to  
6 assume you meant "payment," you sent one payment to  
7 Primo Communications the entire time you were its  
8 customer; is that right?

9 A. Yes, it is.

10 Q. One payment the entire time you were its  
11 customer.

12 A. Yes, and that's --

13 Q. Okay. I'm sorry, go ahead. Finish your  
14 answer.

15 A. I sent it in the very end of August 2006.

16 Q. At the very end of August.

17 A. I don't know whether -- what the date  
18 was.

19 Q. Okay. Mr. Miljkovic, it's going to go

20 much quicker if you listen to my questions and you

21 answer my questions.

22 A. Yes.

23 THE EXAMINER: What I would say --

24 because he doesn't have counsel -- I mean you also,

1 whether you do it right now or do it later, you're  
2 going to get your chance to explain anything you want  
3 to explain.

4 MR. DORTCH: Okay.

5 Q. If you need an explanation, fine, but I'm  
6 going to ask you to try to answer my questions.

7 A. I answered. I said it was at the end of  
8 August I sent.

9 Q. Do you recall, you signed up for service  
10 from Primo Communications in May of 2006, correct?

11 A. Yes, I did.

12 Q. And as you were pointing out to his Honor  
13 on Exhibit No. 17 --

14 A. Excuse me. What is the exhibit number?

15 Q. I'm sorry, sir, you introduced all of  
16 these, Exhibit No. 17. I'll come over here so you  
17 can read from my copies as we do this.

18 A. Yes.

19 Q. Very well?

20       A.   Yes.

21       Q.   As you pointed out on --

22       A.   Oh, I see.

23       Q.   -- what you identified as an exhibit --

24       A.   Yes.



1 Q. -- Plaintiff's [sic] Exhibit No. 17, you  
2 requested -- I'm sorry, I'm going to read from this  
3 line. The company did not touch your -- it's  
4 "your" -- long-distance service after October 28,  
5 2006, and did not bill you for any calls after that  
6 date; is that correct?

7 A. No, it is not.

8 Q. You don't believe that's correct.

9 A. They did not bill me, but my phone was  
10 touched. I was slammed.

11 Q. You believe you were slammed.

12 A. In January 2007.

13 Q. You believe you were slammed. You  
14 weren't there for that to happen, though. You  
15 just -- you understand that's what happened.

16 A. I understand.

17 Q. It's your belief that's what happened.

18 A. I know.

19 Q. But you do know whether or not you

20 received a bill for any call after October of 2006,

21 right?

22 A. No, because --

23 Q. You didn't receive -- you didn't have to

24 pay for any call made after October 28th, 2006; is

1 that right?

2 A. Because I canceled my long-distance

3 service --

4 Q. Very good.

5 A. -- with Primo through my local telephone

6 company.

7 Q. Very good. Okay. So we have May, we

8 have June, we have July, we have August, we have

9 September, and we have October. So we have a period

10 of six months --

11 A. Excuse me.

12 Q. -- sir, and you paid one bill in that six

13 months, right?

14 A. Yes.

15 Q. And that one bill, as we know, for six

16 months' service --

17 A. No.

18 Q. -- if we look at Plaintiff's Exhibit 6,

19 you paid \$5.02 on August 30th.

20       A.   That was the bill for May.

21       Q.   That was the bill for May.

22       A.   Or June.  Or May.

23       Q.   That was your May bill.

24       A.   Yes.

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1 Q. You paid on August 30th \$5.02.

2 A. Yes.

3 Q. Very good. Okay, so let's start with  
4 that.

5 A. I paid my bill in full. I just -- I  
6 forgot about those five unconnected telephone calls.

7 Q. Okay. Now, I want to talk about the  
8 bills that you've submitted into evidence here. And  
9 if I may have a moment to find my copies.

10 THE EXAMINER: Sure.

11 Q. Let's start with Exhibit No. 1. That's a  
12 one-page sheet, correct? One page. And this you  
13 introduced as Plaintiff's Exhibit 1, right?

14 A. Well, we talked about that.

15 Q. Okay.

16 A. That has been settled. That was paid.

17 Q. This one -- from your point of view this  
18 one's been paid, right?

19 A. Yes.

20       Q.   Okay, we're going to talk about this one

21   some more.  Just a minute.  First of all, I can't

22   help but notice, this is page 2 of 2.  Do you have

23   page 1 of this bill?

24       A.   I won't take it from you.

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1 I don't.

2 Q. You don't have it, okay.

3 A. Have you got a page No. 1?

4 Q. Sir, these are the exhibits you've

5 offered; I'm just working with them for now.

6 Now, looking at Exhibit No. 1, sir, I

7 recall that you said that there was a number -- you

8 complained, first of all, as I understood from all

9 the exhibits that we've been dealing with, that there

10 were five calls placed to Serbia --

11 A. Yes.

12 Q. -- for two minutes --

13 A. The same number.

14 Q. -- and that those five calls were on a

15 number that was apparently changed somehow.

16 A. Right.

17 Q. If I look at these numbers, what I see is

18 one, two, three different numbers. Do you see that?

19 A. One the same, one the same, one the same.

20 Yes, I do, but still --

21 Q. So as far as one of these numbers being

22 changed --

23 A. Those telephone calls were not connected.

24 That's the end. I don't want to discuss it any



1 longer.

2 Q. Oh, you don't want to discuss it any

3 longer.

4 A. No.

5 Q. Okay.

6 A. Even I paid for them, so let's go on.

7 Q. Then --

8 THE EXAMINER: Well, he's allowed to ask

9 you questions about the exhibit.

10 A. I mean --

11 Q. Mr. Miljkovic, I'm just beginning to ask

12 you questions, and we've gone for an hour and 35

13 minutes. You presented your case.

14 A. All right.

15 Q. I get to ask you questions now, okay?

16 A. Yes.

17 Q. Now, these six telephone calls --

18 A. Right.

19 Q. -- one of them is for nine minutes, and

20 you never disputed that one, did you?

21 A. No; because I talked.

22 Q. There are five that are two minutes.

23 A. Right.

24 Q. And you said you couldn't get through on

1 those because the number had been changed.

2 A. Yes.

3 Q. But in fact, that's only three of these

4 calls, correct? Only three of these calls is, in

5 fact, what is that, a two, four, five, six digit --

6 A. I said there was a renumeration, what

7 they call from five digit to six digits, the phone --

8 I did not get through.

9 Q. Okay. You didn't get through.

10 A. No.

11 Q. Did Primo Communications ever represent

12 to you that it would not charge you for two-minute

13 calls --

14 A. No.

15 Q. -- whether you got through or not?

16 A. No.

17 Q. No, they never made that representation

18 to you.

19 A. No. I didn't ask them because I didn't

20 expect that they would charge me for unconnected

21 telephone calls.

22 Q. So you didn't expect it, but it's a

23 two-minute call.

24 A. It is not.

1       Q. Well, it's two minutes that the line was  
2 being used whether there was somebody on the other  
3 end or not; will you grant me that?

4       A. No.

5       Q. It is not.

6       A. No. The telephones were changed. Do you  
7 know what a -- when you change from five digit to six  
8 digit, that telephones do not exist any longer;  
9 that's very clear.

10      Q. Then why did you dial it three times that  
11 month?

12      A. Because I tried. I didn't know that --

13      Q. So you were using the line and you were  
14 attempting to dial Serbia for two minutes. Whether  
15 you got --

16      A. No.

17      Q. -- somebody on the other side or not, you  
18 were still using the line --

19      A. No.

20 Q. -- to dial Serbia.

21 A. I did not attempt to use the telephone

22 call for two minutes. When I speak, I speak how much

23 I want. Why would I speak to -- I don't measure when

24 I speak.

1 Q. All right.

2 Mr. Miljkovic, next I want to ask you a  
3 question regarding Exhibit No. 16. That's your bill  
4 from APS.

5 A. Yes.

6 Q. Do you remember submitting this?

7 A. Yes.

8 Q. And you submitted this to demonstrate to  
9 his Honor, the hearing examiner, that APS was your  
10 long distance phone company, correct?

11 A. Yes.

12 Q. In fact, sir, weren't you using APS as a  
13 dial-around?

14 A. Yes.

15 Q. You were.

16 A. Uh-huh.

17 Q. So APS was not the direct provider of  
18 your phone service. You were using APS as a  
19 dial-around provider of phone service.

20 A. Exactly, but my --

21 Q. Thank you.

22 A. Exactly. But my line was blocked.

23 Q. So they weren't your carrier.

24 A. I canceled my line with local telephone



1 company AT&T.

2 Q. Okay.

3 A. That is a history of my telephone line  
4 activity.

5 Q. Okay. I want to talk to you about  
6 Exhibit 14.

7 A. Yeah.

8 Q. This is what you called a history.

9 A. Yeah.

10 Q. Now, if I understand correctly, you never  
11 asked anybody about this, someone from the Commission  
12 provided -- the Public Utilities Commission of Ohio  
13 provided you with Plaintiff's Exhibit 14.

14 A. Yes.

15 Q. Okay. And you don't understand -- do you  
16 understand any of the terminology and signals there?

17 A. Not exactly.

18 Q. You do not.

19 A. No.

20 Q. Okay.

21 A. I'm not an expert in --

22 Q. You're not an expert in it, not sure

23 you've read it.

24 One question, let's talk about, to make

82

1 certain of one thing, there's a category called BTN

2 number, and BTN number is 440-331-3331, correct?

3 A. Yeah.

4 Q. That's your telephone number.

5 A. Yes, it is.

6 Q. Very good.

7 Mr. Miljkovic, would you look at Exhibit

8 No. 3? Do you see the telephone number in the top

9 right-hand corner there?

10 A. Yeah.

11 Q. That's a 216 telephone number, isn't it?

12 A. Yeah, correct. Do I need to explain

13 this?

14 Q. I would appreciate an explanation,

15 Mr. Miljkovic.

16 A. And you'll see the, sir, can you see the

17 address?

18 Q. 3271 West 150th Street, Cleveland, Ohio

19 [sic].

20       A.   That was my old telephone number.

21       Q.   Let's take a look at Exhibit No. 12.

22       A.   And then I moved.

23       Q.   You moved.

24       A.   Yes.

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1 Q. A different address and different phone

2 number.

3 A. Well of course whenever you move, I mean

4 not always, but you get another telephone number.

5 Q. Okay. And so in June your phone number

6 was a 216 area code phone number.

7 A. Uh-huh.

8 Q. By February of 2007, we'll talk about

9 when you moved later, you have a 440-331-3331

10 telephone number.

11 A. Yes.

12 Q. Okay. One more thing about Exhibit 3.

13 There is a charge -- this is your AT&T bill. There

14 is a charge to change intraLATA long-distance carrier

15 of \$5. Do you see that charge?

16 A. Uh-huh.

17 Q. Do you know what "intraLATA long-distance

18 carrier" means?

19 A. Why should I know?

20 Q. I'm asking, do you? Is the answer No?

21 A. I think that I do.

22 Q. Okay. What is an intraLATA long-distance

23 carrier?

24 A. When you change your telephone, I mean,

1 your long distance provider, they change your . . .

2 Q. Do you understand the difference between  
3 an intraLATA and an interLATA carrier? Does that  
4 term mean anything to you?

5 A. Probably different, but --

6 Q. It doesn't mean anything to you?

7 A. No.

8 Q. Very good.

9 I would like to have you briefly look at  
10 your Exhibit 12, Complainant's Exhibit 12, and you'll  
11 note on this AT&T bill there is a charge to change  
12 your interLATA long-distance carrier.

13 A. Yes.

14 Q. And in addition a charge to change your  
15 intraLATA long-distance carrier. Do you see that?

16 A. Right.

17 Q. So there are two different things.

18 A. Yes.

19 Q. You understand that now?

20       A. I do, but I don't --

21       Q. But you don't know what it is.

22       A. I do, but that's AT&T. I didn't do that.

23 I just present my bills.

24       Q. I would like you to keep in mind, sir,



1 that on Plaintiff's No. 3 that \$5 charge is a charge

2 to change your intraLATA --

3 A. Yes.

4 Q. -- long-distance carrier.

5 A. So what does that mean? Can you tell me?

6 Q. I can, but I can't do it right now.

7 A. All right.

8 THE EXAMINER: Yeah, you're not in a

9 position to ask questions of the attorney for the

10 company at this time. After the hearing you can get

11 any explanation you want.

12 MR. MILJKOVIC: I'm sorry.

13 THE EXAMINER: But that's not within the

14 scope of --

15 MR. MILJKOVIC: All right.

16 Q. Did you contact Primo Communications --

17 I'm sorry. I think you did answer this. I think you

18 said you were frustrated with Primo and you did not

19 contact them about the \$4.99 carrier charge that

20 appeared in your October bill; is that right?

21 A. I did not.

22 Q. You did not. And did you contact them --

23 let's talk about Plaintiff's Exhibit No. 10 now.

24 Last we referred to Plaintiff's No. 9. Did you

1 contact them about the credit processing fee --

2 A. I did.

3 Q. -- December 10th, 2006 [sic]?

4 A. I did.

5 Q. And what were you told about that?

6 A. That's how they charge for processing  
7 fees.

8 Q. A processing fee. How they charge for  
9 what kind of processing fee?

10 A. For not payment or something.

11 Q. For pursuing collection?

12 A. Uh-huh.

13 Q. I see.

14 Plaintiff's Exhibit No. 10, in fact,  
15 reflects the assessment of those charges on December  
16 6th and December 10th, 2006. So we'd have to  
17 assume that this is either your late-December or  
18 early-January bill; is that right?

19 A. Uh-huh.

20       Q.   Okay.  And if I recall, the only bill  
21   you've paid to Primo Communications, ever, was a  
22   \$5.02 bill that you paid August 30th.

23       A.   Yes.

24       Q.   Continuing with Plaintiff's No. 9,

1 Mr. Miljkovic --

2 A. Yes.

3 Q. -- I see in looking at Plaintiff's No. 9

4 [sic] one, two, three, four, five, six calls to

5 Serbia and one call to Montreal; is that right?

6 A. Yes.

7 Q. That's all the long-distance charges you

8 incurred that month.

9 A. I appreciate you mention that, I forgot

10 about that. I talked to somebody and I said, a very

11 nice lady, I think Russian, something like that, and

12 I said, "I'm still being charged for the telephone

13 calls I do not get through." And then she said --

14 and then she said, "We'll credit -- we cannot credit

15 you for two minutes, but we'll credit you for one

16 minute." And they credited this one minute telephone

17 call to Montreal. I left a message. That telephone

18 call got through.

19 Q. Okay. So you felt you should pay the six

20 cents for that phone call, is that what you're

21 saying? You called Primo to tell them --

22 A. No.

23 Q. -- this phone call went through and that

24 they should, therefore, charge you 6 cents for that

1 phone call?

2 A. I did not. I just forgot about it. But

3 no, my point is that I -- I just told them "I do not

4 get, you charge me for the telephone calls to Serbia,

5 I do not get -- which are not connected." "All

6 right, then we'll give you a credit for one minute."

7 They gave me a credit for -- I didn't ask for the

8 telephone call to Montreal. I got through. I left a

9 message. I didn't pay attention.

10 Q. Okay.

11 A. My point is that I was sincere, I told

12 them I did not get through -- I do not -- "I do not

13 get through to Serbia. I don't like when you charge

14 me for the telephone calls I do not get through."

15 Q. I see. So you don't like it when they

16 charge you.

17 A. So I was given a credit for the telephone

18 call I really made.

19 Q. Okay. Now, we can look again at

20 Plaintiff's Exhibit No. 9, I see that there's a call

21 made September 29th, September 30th --

22 A. How can you say "made"?

23 Q. Because you see where it says "Date"? Do

24 you see "09/29," that's a date. So September 29.



1 09/30, September 30th.

2 A. All right.

3 Q. 10/09, that's October 9th.

4 A. Right.

5 Q. There's October 11th. Then we've got

6 another call September 29th; that's to Montreal.

7 October 2nd, and October 11th. So we know you had

8 service here between September 29th and October

9 11th, correct?

10 A. Uh-huh.

11 Q. Okay. Let's look at the next page here.

12 I see calls to Serbia on October 28th, again on

13 October 28th, still again on October 28th,

14 October 27th, October 28th, November 8th, and

15 it looks like there's an automatic credit issued for

16 two of these because they are -- three of these

17 because they're less than one minute. Is that all

18 correct?

19 A. Right, but the credit was issued on

20 October -- I mean on November.

21 Q. On November.

22 A. So the credit was issued on November.

23 The telephone service was disconnected by --

24 Q. We have a 14-minute call on October

1 27th.

2 A. Right.

3 Q. Do you see that?

4 A. Yes.

5 Q. So from September 29th through October

6 27th, at a minimum, you had telephone service

7 through Primo Communications; you would agree?

8 A. I do.

9 Q. So when you said that your telephone

10 service was restored for a day or two or three, you

11 kind of forgot that it was restored for a whole

12 month, right?

13 A. No; it was restored in August.

14 Q. Okay.

15 A. For a day or three.

16 Q. And then it was --

17 A. And then it was blocked for three weeks.

18 Q. And then it was restored for September --

19 A. Yes.

20 Q. -- through October.

21 A. Yes. After the telephone three-way call

22 with Linda Hamilton.

23 THE EXAMINER: Can I interrupt and say

24 are you working from Exhibit 9 on that questioning?

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1 MR. DORTCH: Yes, sir.

2 THE EXAMINER: My Exhibit 9 is a one-page  
3 document and I didn't see a lot of the calls that --  
4 looked like you had more calls.

5 MR. DORTCH: Let me show you this, your  
6 Honor, and then we'll talk about which one I should  
7 identify later.

8 THE EXAMINER: Okay. I'm sure it must  
9 have been the one you were working from, but it  
10 wasn't the one that I had. Hopefully we'll get  
11 something --

12 MR. DORTCH: Which one do you have, your  
13 Honor, so that I can --

14 THE EXAMINER: This is all I have, this  
15 page. Maybe I -- no, that's 10. That's all I've  
16 got.

17 MR. DORTCH: Let me see your 10, sir.

18 No. Okay. Your 9 appears to be equal  
19 to -- I'm sorry. I thought he introduced both these

20 pages as 9.

21 THE EXAMINER: Maybe we can agree to

22 introduce both pages at a later time.

23 MR. DORTCH: Yes, sir.

24 THE EXAMINER: Okay.

1 Q. (By Mr. Dortch) Mr. Miljkovic --

2 A. May I say something?

3 Q. No, sir.

4 A. All right. No.

5 Q. Mr. Miljkovic, in the past four years --

6 THE EXAMINER: Go ahead. What do you  
7 want to ask him?

8 Q. In the past --

9 THE WITNESS: I don't want to ask --  
10 that's FBI.

11 Q. FBI?

12 A. All right. Go on.

13 Q. I'm sorry, sir, I don't know what  
14 you're --

15 A. Go on then. I'll tell you.

16 Q. Mr. Miljkovic, in the last four years  
17 you've made somewhat of a sport of suing phone  
18 companies, haven't you?

19 A. That has nothing to do with this case.

20       Q. Mr. Miljkovic, isn't in fact this at  
21   least the fourth complaint you filed against a phone  
22   company?

23       A. That's none of your business.

24       Q. Is it a fact, Mr. Miljkovic, that this is



1 the fourth complaint you have filed against a phone  
2 company?

3 A. I don't know, and I have another company  
4 now and if I experience the same problems with them,  
5 I'll file a complaint again.

6 Q. Do you know how many complaints you have  
7 filed against phone companies in the past four years?

8 A. I don't know. I don't count. But that's  
9 my --

10 Q. Is it one?

11 A. That's my right.

12 Q. Is it two?

13 A. I don't know.

14 Q. Is it three?

15 A. Well, you know better than I do.

16 Q. I believe it's four that I've found. Is  
17 there more than four?

18 A. Probably.

19 Q. So probably more.

20       A.   Yes.

21       Q.   Do you know how many you have filed?

22       A.   I don't know.  You tell me.

23       Q.   Is it lucrative to sue phone companies

24   and get them to settle with you, Mr. Miljkovic?

1       A. As soon as I experience problems, charges  
2 for phone calls I did not get through, I will report  
3 another company again.

4       Q. You sued NET Communications in this  
5 Commission.

6       A. Yes.

7       Q. Did you get \$50 from NET Communications?

8       A. I didn't sue --

9       Q. You filed a complaint against them.

10      A. I didn't. I didn't get \$50.

11      Q. When you sued SBC before this  
12 commission --

13      A. I didn't.

14      Q. You didn't sue them?

15      A. No.

16      Q. No? You didn't file a complaint against  
17 them?

18      A. I did. I filed a complaint.

19      Q. And did you resolve that?

20       A.   Yes, in my favor.

21       Q.   And that was resolved in your favor by

22   AT&T or SBC paying you money?

23       A.   No. They gave me a credit.

24       Q.   They gave you a credit.

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1 Did NET pay you money?

2 A. No.

3 Q. Did they give you a credit?

4 A. Yes, they did.

5 Q. Have other phone companies given you  
6 credit?

7 A. I don't know.

8 Q. Mr. Miljkovic, you introduced an exhibit,  
9 Plaintiff's Exhibit No. 11, which was a letter to you  
10 that warns that you were going to be placed with  
11 collections.

12 A. Yes.

13 Q. And do you understand what that means?

14 A. Yes, I do. Why you have intentionally  
15 signed for services that you had no intent to pay.

16 Q. Mr. Miljkovic --

17 A. How -- I am not allowed to ask question.

18 Q. No. No, sir, this is my time to ask  
19 questions.

20           Mr. Miljkovic, I'm going to ask you to

21   take a look at Exhibit No. 7. I also noticed this to

22   be true on Exhibit No. 5, the fax header that you've

23   introduced to demonstrate that Primo or someone has

24   received a fax from you is headed KeyCorp Law

1 Department.

2 A. Uh-huh.

3 Q. Do you work -- are you a lawyer?

4 A. It's none of your business.

5 Q. You're not a lawyer?

6 A. I'm not telling you.

7 Q. Okay.

8 A. And that's --

9 Q. Do you work for KeyCorp?

10 A. That's, by the way, that's a free --

11 toll-free number.

12 Q. That's a toll-free number?

13 A. Yes.

14 Q. What's a toll-free number?

15 A. 877, is it a toll-free number?

16 Q. 877. What you're referring to --

17 A. All right. Fax.

18 Q. The bill -- you're referring to Primo

19 Communications' --

20       A.   Yes.  Where is the fax number?

21       Q.   -- number for billing questions.

22       A.   Is the fax number a toll-free number?

23       Q.   I don't know, sir.

24       What is your connection to the KeyCorp



1 law department?

2 A. It's none of your business.

3 Q. Are you using KeyCorp law department

4 equipment without authorization?

5 A. It's none of your business.

6 Q. Okay. Are you employed by KeyCorp?

7 A. It's none of your business. Perhaps I

8 can go anywhere and pay.

9 Q. You will agree with me, sir, that these

10 stamps indicating something with KeyCorp across the

11 top don't indicate that this was sent or, I'm sorry,

12 it doesn't indicate that this was received on a

13 KeyCorp machine, but instead it was sent on a KeyCorp

14 machine; would you not?

15 A. This was received.

16 Q. This one was received on a KeyCorp

17 machine?

18 A. Yes. See.

19 Q. So Miss Hamilton is faxing you something

20 at KeyCorp?

21 A. No, I sent --

22 Q. You sent this. You sent Plaintiff's

23 Exhibit No. 7 to Miss Hamilton.

24 A. Yes.

1 Q. Using KeyCorp law department equipment.

2 A. No. This was sent by Mr. Ardelean.

3 THE EXAMINER: I'm sorry, I just didn't  
4 hear the last thing you said.

5 THE WITNESS: Yes. I'm sorry. It was  
6 sent from fax 216-689-5681.

7 Q. So what you have submitted to  
8 demonstrate -- may I? What you have submitted to  
9 demonstrate your submission to Primo Communications  
10 has a KeyCorp law department fax on there and KeyCorp  
11 law department's fax number on there, but there's  
12 nothing on there that says that it went to Primo  
13 Communications, is there?

14 A. Yes, there is. I'll find it.

15 Q. Well, we have only what we have,  
16 Mr. Miljkovic, and right now as I look at Plaintiff's  
17 Exhibit No. 5 I don't see anything there to indicate  
18 that you --

19 A. You can find out --

20 Q. -- that it was sent to Primo

21 Communications.

22 THE EXAMINER: Mr. Miljkovic, I think you

23 should answer with respect to Exhibit No. 5, but at a

24 later point I'll give you time to look for something

1 and maybe introduce something else, if you want,  
2 along those lines. But I think in answering you're  
3 supposed to answer with respect to the exhibit that I  
4 have now, and like I said, you may get a chance to  
5 produce something else for us to consider later.

6 A. On the 7th of March 2007 Mr. Ardelean  
7 sent all these documents to here. March 7, '07, I'm  
8 sorry. Not '8. '7. '07. March 7, '07.

9 Q. That still doesn't indicate anything  
10 about Primo Communications, sir.

11 A. It does. It does because through his fax  
12 it was sent to this fax.

13 Q. Okay.

14 A. 216-89- --

15 THE EXAMINER: Is the something you're  
16 looking at something I already have?

17 MR. DORTCH: No, sir.

18 MR. MILJKOVIC: Yes.

19 MR. DORTCH: He's looking at something I

20 have not seen before, but as the case may be, it

21 doesn't contain a phone number.

22 MR. MILJKOVIC: Here. March 07, '07,

23 this was sent from Mr. Ardelean.

24 THE EXAMINER: The question, like he

100

1 said, had to do with Exhibit 7. Now you're showing

2 me something from Exhibit 5.

3 MR. MILJKOVIC: I know, it's confusing,

4 but March 07, '07, 3:36 p.m. this was sent from Primo

5 Communications' fax to this fax.

6 THE EXAMINER: You're saying that --

7 you're telling me that Exhibit 5 was faxed from Primo

8 to some other fax.

9 MR. MILJKOVIC: Let me clarify that. On

10 August 30th, 2006, this proof was sent to Primo

11 Communications.

12 THE EXAMINER: Well, that's what you said

13 when you introduced it.

14 MR. MILJKOVIC: And then on March 7, '07,

15 this document was sent back from Primo Communications

16 to this fax number.

17 THE EXAMINER: And I can tell that just

18 from looking at the date as it appears in the heading

19 of Exhibit 5 or just because you're saying that? I

20 mean, that's your explanation for why that date  
21 appears on there.

22 MR. MILJKOVIC: It's true that I send  
23 this on the 7th -- 8/30/2006. And it's -- so it  
24 got there. So it's true that on March 7th, 2007,



1 it was sent back from Primo Communications. It was  
2 sent.

3 THE EXAMINER: Well, I'll accept your  
4 statement as an explanation for Exhibit 5, but I can  
5 tell you that I'm not clear on why -- there's nothing  
6 on the document that supports what you're saying.

7 What you're saying you're saying in  
8 support of the document, and I'm allowing you to make  
9 that statement in support of the document, but the  
10 document itself doesn't speak to what you're saying.  
11 So it's really -- to believe what you're saying I'd  
12 have to accept you at your word rather than the  
13 document itself.

14 Plus, this all came up in an explanation  
15 about Exhibit 5 when the question was about Exhibit 7  
16 but, again, I'm willing to hear this because at some  
17 point I want this part explained as well.

18 MR. MILJKOVIC: All right.

19 MR. DORTCH: Mr. Miljkovic.

20 Mr. Miljkovic --

21 MR. MILJKOVIC: 2007. '07. March 7,

22 '07, all these documents were sent with the complaint

23 to my manager. Those are . . .

24 THE REPORTER: Excuse me, I can't hear

1 you.

2 MR. MILJKOVIC: I'm sorry.

3 MR. DORTCH: Mr. Miljkovic.

4 MR. MILJKOVIC: Attached are documents

5 generated by your employee, Milentije Miljkovic,

6 using your telephone, your company time, your fax

7 machine, and your e-mail for personal business.

8 It was sent on the 7th of March 2007,

9 to my manager. And the fax -- my manager's fax is

10 216-689-8126. Twelve pages sent.

11 MR. DORTCH: Thank you.

12 THE EXAMINER: Would you like to

13 introduce that as a new exhibit because --

14 MR. MILJKOVIC: Yes.

15 THE EXAMINER: Okay. Why don't we mark

16 that and then we can have additional questioning on

17 that as well. I think this is a matter we can do

18 this now or we can do it later.

19 MR. DORTCH: Your Honor, honestly I don't

20 know what he's about to put in here or why it's --

21 THE EXAMINER: Let him take a look at it.

22 Q. (By Mr. Dortch) May I, Mr. Miljkovic?

23 A. Yes. See this document was not sent by

24 me. This was. This was. This was. So documents

1 which I did not send were included as mine. I did  
2 not send this document.

3 Q. May I see what is attached here?

4 A. Yes, everything.

5 No, this is something else.

6 Q. I still don't see anything, sir, that  
7 indicates who did send any of this. It looks to me  
8 like it's the contents of your complaint against --

9 A. March.

10 Q. -- Primo Communications.

11 A. March '07.

12 Q. It doesn't tell me where this came from.

13 A. From Primo Communications, first this  
14 was -- Mr. Ardelean first spoke to -- I work at Key  
15 Bank, but everywhere, and I gave a different name  
16 because nobody can pronounce my name. And  
17 Mr. Ardelean phoned law department and everybody was  
18 looking for Milentije. Nobody knows who Milentije  
19 is. At that time I was at home. I had my left thumb

20 broken. I was on short-term disability.

21 And finally they found out by my surname

22 who I was so law department refer Mr. Ardelean to my

23 manager. My manager spoke, Jenny Wright spoke to

24 Mr. Ardelean; she asked him to send photocopies of

1 the documents I sent to Public Utility Commissions of  
2 Ohio. Documents of Public Utilities Commission of  
3 Ohio was sent to my manager. I was written up and so  
4 on and so on.

5 THE EXAMINER: You were written up?

6 MR. MILJKOVIC: Yes.

7 THE EXAMINER: You mean at work?

8 MR. MILJKOVIC: Yes.

9 THE EXAMINER: That doesn't have anything  
10 to do --

11 MR. MILJKOVIC: I know, because --

12 THE EXAMINER: So what is this document  
13 that you're holding in your hands now? What does it  
14 show? This shows that your manager faxed --

15 MR. MILJKOVIC: No.

16 THE EXAMINER: -- some documents?

17 MR. MILJKOVIC: No. Mr. Ardelean faxed  
18 my manager with the documents I sent to Public  
19 Utilities Commission of Ohio and complained that I

20 was -- I spend my time at work there and so on and so

21 on, I don't do my job, I correspond with Public

22 Utilities Commission of Ohio and to Primo

23 Communications, so on and so forth.

24 MR. DORTCH: Your Honor, the purpose of



1 my question was to demonstrate that Mr. Miljkovic is  
2 demonstrating that a fax was sent using KeyCorp law  
3 department equipment somewhere, but there's nothing  
4 to indicate or suggest in any way that I've seen that  
5 Primo Communications received the fax that  
6 Mr. Miljkovic believes he sent to it. That was the  
7 only purpose to all of this.

8 Beyond that, I still don't see anything  
9 that Mr. Miljkovic --

10 THE EXAMINER: Well, sir, is one of the  
11 numbers on the fax that we're talking about or maybe  
12 all of the numbers --

13 MR. DORTCH: Primo Communications'  
14 number? No, sir.

15 MR. MILJKOVIC: Yes.

16 MR. DORTCH: And Mr. Miljkovic is  
17 pointing out a date, but it seems to me that there  
18 would have been a confirmation sheet or something  
19 that Mr. Miljkovic --

20 MR. MILJKOVIC: That was a letter to

21 Linda Hamilton.

22 MR. DORTCH: If Mr. Miljkovic could --

23 MR. MILJKOVIC: And that was --

24 THE EXAMINER: Again, I think the

1 question is the purpose of these faxes were presented  
2 to show proof that you had sent something to Primo.  
3 And what he's questioning you about is how can you  
4 tell that from looking at the document? There's  
5 nothing on here that has Primo's number or address or  
6 anything else.

7 MR. MILJKOVIC: All that is in my work  
8 file.

9 THE EXAMINER: Well, I mean the point is  
10 it's not clear from the documents themselves; that's  
11 what he's questioning you on. Is there something on  
12 any of the documents, including the one that I  
13 haven't marked and I'm not sure now that I will, that  
14 gets at the issue of proving that you did send these  
15 things to Primo other than your statement that that's  
16 what you did? There's nothing on the document itself  
17 that --

18 MR. MILJKOVIC: Yes, there is.

19 THE EXAMINER: The heading --

20 MR. MILJKOVIC: No. I'm sorry.

21 THE EXAMINER: -- or anything else.

22 MR. MILJKOVIC: This was sent to Public

23 Utilities Commission of Ohio. Public Utilities

24 Commission of Ohio has sent a copy to Primo

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1 Communications for their response.

2 MR. DORTCH: I still don't follow. I'm

3 sorry, sir, I just don't understand your point.

4 THE EXAMINER: Is this this one?

5 MR. MILJKOVIC: Yes. I send this to

6 Public Utilities Commission of Ohio in my formal

7 complaint. Formal complaint with all these papers --

8 THE EXAMINER: A lot of these documents

9 are in the file --

10 MR. MILJKOVIC: -- were sent --

11 MR. DORTCH: No question, your Honor.

12 MR. MILJKOVIC: -- were sent to Primo

13 Communications.

14 THE EXAMINER: So if nothing else, Primo

15 could become aware of the fact that you sent them to

16 the Commission --

17 MR. MILJKOVIC: Yes.

18 THE EXAMINER: -- or filed them with the

19 Commission.

20 MR. MILJKOVIC: Yes.

21 THE EXAMINER: So in that sense they may  
22 have gotten some kind of notice that you had filed  
23 them at the Commission and that they existed. Just  
24 like we have -- we have them here. Here they are.

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1 You know, they're also on file with the Commission,

2 now they're on my desktop marked as exhibits.

3 MR. MILJKOVIC: Right.

4 THE EXAMINER: But does that show that

5 you sent them to Primo? I think that's what you're

6 trying to show.

7 MR. MILJKOVIC: No. I'm sorry. I sent

8 them to Public Utilities Commission of Ohio.

9 THE EXAMINER: Okay.

10 MR. MILJKOVIC: Public Utilities

11 Commission of Ohio sent them to Primo Communications.

12 THE EXAMINER: Okay.

13 MR. MILJKOVIC: Primo Communications sent

14 them to my manager.

15 MR. DORTCH: Your Honor --

16 THE EXAMINER: The PUCO didn't -- again,

17 at some point Primo became aware because they were

18 filed here. Does that cover this line of

19 questioning?

20           MR. DORTCH: As far as I'm concerned we  
21   were through a long time ago, your Honor. If  
22   Mr. Miljkovic will have a seat, we'll complete my  
23   examination of him.

24       Q. (By Mr. Dortch) Mr. Miljkovic --



1       A. Attached --

2       Q. Mr. Miljkovic --

3       A. I'm sorry.

4       Q. Mr. Miljkovic, there is no question

5 pending right now. Wait till you hear my question,

6 please, sir.

7       THE EXAMINER: I will give you a chance

8 at the end of the questioning to bring up --

9       MR. MILJKOVIC: I'm sorry.

10       THE EXAMINER: -- anything you want to

11 bring up.

12       MR. MILJKOVIC: I'm sorry, but I cannot

13 understand -- I cannot understand that someone can

14 send something like this to my workplace, "Attached

15 are documents generated by your employee, Milentije

16 Miljkovic, using your telephone, your company time,

17 your fax machine and your e-mail for personal

18 business."

19       THE EXAMINER: Well, we can deal with

20 that when --

21 Q. (By Mr. Dortch) Mr. Miljkovic, I don't --

22 A. I just, I cannot understand that.

23 Q. That's not a subject matter before --

24 A. I cannot --

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1 THE REPORTER: Excuse me a minute. I

2 need just one person to talk at a time.

3 Q. That's not the subject matter of the

4 complaint before this commission, nor is it a matter

5 within the jurisdiction of this commission.

6 A. Go on.

7 Q. Okay.

8 THE EXAMINER: And again, I will allow

9 you to bring up other things that came up from your

10 point of view that relate to this complaint later on,

11 but right now you're just answering his questions.

12 And again, you can fully explain any answer that you

13 need to explain, but right now you're answering

14 questions and then later you'll get to bring up new

15 topics to the extent they come up, okay?

16 MR. MILJKOVIC: I apologize.

17 Q. Okay. Mr. Miljkovic, again, with

18 reference to, and I apologize, I picked up a copy

19 that wasn't marked with an exhibit number. I'm

20 sorry.

21 Plaintiff's Exhibit No. 11, the amount

22 indicated past due is \$78.57, correct?

23 A. Yes.

24 Q. And I see it's marked "Received 12/13/06"

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1 and that appears to be handwritten in.

2 A. Uh-huh.

3 Q. Is that your handwriting?

4 A. Yes, it is.

5 Q. So you received this bill on December

6 13th, 2006, correct? Is that how I should read

7 this?

8 A. See, there is no date, so probably.

9 Probably.

10 Q. You would say probably.

11 A. Yes. This is the -- if you can see,

12 there is no date on Primo's letter.

13 Q. Okay. I agree, there no date on the

14 letter. But you wrote this in.

15 A. Yes.

16 Q. And so it appears to me -- and by the

17 way, if I look here at this down here, it says "Past

18 July 6th" --

19 A. No. Yes.

20       Q. 7/6 -- it's hard to read that last one, I  
21 believe it's 2006. So in December they're telling  
22 you that you now owe them 78.57 and that it's past  
23 due from July 6th until December 6th.  
24       A. Wrong. I paid my first bill on the

1 28th of August.

2 Q. I agree you paid it on August 30th.

3 A. Or 30th.

4 Q. You paid \$5.02.

5 A. But not plus --

6 Q. And that related to your May bill.

7 A. Yes.

8 Q. Now we have a July bill --

9 A. But that was not from July. That was  
10 from September. I paid my bill in August.

11 Q. Well, do you believe that you were  
12 completely caught up --

13 A. It was clear in August.

14 Q. In August.

15 A. Yes.

16 Q. So you believe you zeroed out in August  
17 even though you're receiving statements saying we  
18 have July past due.

19 A. Yeah.

20 Q. You do see the 78.57.

21 A. I do.

22 Q. And did you send in the 78.57?

23 A. I still expected my \$5 --

24 Q. But did you send in 73.57 and say "I'm



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1 taking \$5 out because you owe that to me"?

2 A. I didn't, because --

3 Q. So you didn't --

4 A. You asked me, I want to answer.

5 Q. Very well.

6 A. All right. I did not because --

7 Q. You didn't dispute the entire bill, you

8 just disputed \$5; is that right?

9 A. After the computer had crashed I was just

10 suspicious, and here --

11 Q. Well, Mr. Miljkovic, you acknowledge you

12 sought their service, right?

13 A. Sure.

14 Q. You said their computer crashed. When

15 you testified directly --

16 A. Yes.

17 Q. -- you told your story, you said that the

18 computer crashed and they couldn't verify that you

19 had asked for their service. But you did ask for

20 their service initially, correct?

21 A. No. Wrong. Wrong.

22 Q. Okay.

23 A. The computer crashed and they could not

24 found -- they could not find the \$10 credit which

1 they had told Linda Hamilton they had given me.

2 Q. So they couldn't determine whether they  
3 had given you a credit or not.

4 A. They told Linda Hamilton they had given  
5 me a \$10 credit.

6 Q. I understand. And then because of a  
7 computer issue she couldn't find where that occurred.

8 A. Right.

9 Q. Okay. Then let's return to my question  
10 about Plaintiff's Exhibit 11. There's 78.57 that's  
11 owed.

12 A. Right.

13 Q. Did you say "I'll pay you 68.57 because  
14 you owe me \$10"?

15 A. No, because it was \$100 collection fee.

16 Q. Well, that says \$100 total due if not  
17 paid. So it's \$78. Did you offer to send in 78.57?

18 A. Past due 7/06. I paid my bill in August.  
19 It was not 7/06.

20 Q. Did you offer to send in 78.57?

21 A. I didn't. I was expecting --

22 Q. You didn't do so.

23 A. I was expecting \$10.

24 Q. Did you send in 68.57?

1 A. I didn't.

2 Q. Did you have any other reason not to pay  
3 this bill other than -- let me finish my question --  
4 other than you expected a \$10 credit?

5 A. Yes, because the service was bad.

6 Q. Okay. You didn't like the service.

7 A. Right.

8 Q. So did you dispute the amount of this  
9 bill? Did you call Primo and say "That can't be  
10 right. That's not right"?

11 A. Whenever I called Primo, I got answers  
12 such as, for instance --

13 Q. It's a "yes" or "no" question, sir. Did  
14 you call Primo and say --

15 A. No.

16 Q. -- you --

17 A. No, because they were rude to me.

18 Q. The answer is no, you did not.

19 A. No, because they were rude to me.

20 Q. Thank you, sir.

21 MR. DORTCH: Your Honor, I have no more  
22 questions.

23 THE EXAMINER: All right. Now, did you  
24 have anything else that you wanted to add at this

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1 time relating to what we've already talked about or  
2 something new before you are completely done with  
3 presenting your side of the case?

4 MR. MILJKOVIC: I don't know. I mean the  
5 lawyer --

6 THE EXAMINER: Well, the idea is we're  
7 still on the part where you're presenting your side  
8 of the case. If you're satisfied that you've done  
9 everything that you wanted or could do to present  
10 your side of the case, then you're willing to rest  
11 and let the company present their side of the case.

12 MR. MILJKOVIC: All right.

13 THE EXAMINER: If there's anything that  
14 you want to add, this is your chance. It can be  
15 something that we've already talked about or  
16 something new. This is basically your last chance to  
17 add anything more that you want to add.

18 And let me also say that at the very end  
19 of both sides presenting this I'm going to ask both

20 sides to -- I'm going to offer both sides a chance to  
21 explain what it is that they think they've proven to  
22 the Commission and kind of make their case, so you'll  
23 get a chance to make an argument like that at the  
24 end, but right now if there's something, some piece



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1 of evidence that you want to introduce or some other  
2 topic that you want to bring up that relates to  
3 proving your case, this is your last chance to do it.  
4 And if you don't have anything else to add, then you  
5 can let me know that you're ready to rest and let the  
6 company proceed with their side of the case.

7 MR. MILJKOVIC: I've talked too much.

8 Let's --

9 THE EXAMINER: So you're willing to rest.

10 MR. MILJKOVIC: Yes.

11 THE EXAMINER: Do you guys want to take a  
12 five-minute break --

13 MR. DORTCH: Could we, your Honor?

14 THE EXAMINER: -- and then we'll have the  
15 company's side of the case presented.

16 (Recess taken.)

17 THE EXAMINER: Before we begin with the  
18 respondent putting on their case I'd like to deal  
19 with all these exhibits that have been proffered.

20 I'm suggesting that you would make a motion to have  
21 them admitted into evidence and then we'll allow him  
22 to object to your motion and then make a ruling on  
23 all of them.

24 So did you want to move all these into

1 evidence, in other words, have me take them as part  
2 of the evidence in the case?

3 MR. MILJKOVIC: Yes, please.

4 THE EXAMINER: And if you want to raise  
5 any objections you have to any of these, I think I  
6 have 17 exhibits.

7 MR. DORTCH: I have 17, your Honor. Just  
8 moving through them, No. 1, no objection. No. 2, no  
9 objection. No. 3, no objection. No. 4, no  
10 objection. 5, no objection. 6, no objection. 7, no  
11 objections.

12 Your Honor, there is an issue with No. 9.  
13 While I was examining Mr. Miljkovic I understood the  
14 exhibit to consist of two pages. As it turns out,  
15 Mr. Miljkovic had only introduced what I interpret to  
16 have been his November bill into evidence. I was  
17 also referring to his October bill, so I want to make  
18 that clear on the record and I will offer that second  
19 page as Cross-examination Exhibit 1 here in a few

20 minutes, but No. 9, no objection.

21 No. 10, none. 11, none. 12, none. 13,

22 14 -- your Honor, I do object to Exhibit 15. Exhibit

23 15 contains rank hearsay.

24 No objections to Exhibit 16 or 17.

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1 THE EXAMINER: Okay, then as I understand  
2 it, there's no objection to any of them except No. 15  
3 and that you intend to introduce another exhibit that  
4 would be the other page that is the other bill that  
5 came up in the cross-examination.

6 So I will note the objection on hearsay,  
7 and it's my intention now to rule on the objection  
8 and admit all of the exhibits into evidence and note  
9 that hearsay objection.

10 And I hope that we both remember to enter  
11 the other exhibit, cross-examination exhibit, before  
12 we're done today.

13 MR. DORTCH: I do too, your Honor.

14 THE EXAMINER: So all the exhibits are  
15 admitted.

16 (EXHIBITS ADMITTED INTO EVIDENCE.)

17 MR. DORTCH: Your Honor, Respondent Primo  
18 Communications would call Mr. Ben Ardelean.

19 THE EXAMINER: I'll allow you to testify

20 where you're at, but I'll swear you in first.

21 (Witness sworn.)

22 THE EXAMINER: Thank you.

23 - - -

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1 BENJAMIN D. ARDELEAN

2 being first duly sworn, as prescribed by law, was

3 examined and testified as follows:

4 DIRECT EXAMINATION

5 By Mr. Dortch:

6 Q. Good afternoon, Mr. Ardelean.

7 A. Hello.

8 THE EXAMINER: Can we just explain one

9 more time, it may have already been clear, at this

10 point he's going to be asking questions of his

11 witness. If you think there's something about the

12 question that's unfair, you can object and talk to me

13 about that, but you're not going to ask him, either

14 of those guys, a question. You're just going to be

15 addressing me at this point.

16 When he's done testifying, when he's done

17 asking him questions, then you get a chance to ask

18 the witness any questions you want that relate to his

19 testimony and he'll have to answer your questions

20 just like you had to answer his. That's the way

21 we're going to proceed on that.

22 Okay. Go ahead.

23 MR. DORTCH: Thank you, your Honor.

24 Q. Good afternoon, Mr. Ardelean.



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1 A. Good afternoon.

2 Q. Mr. Ardelean, would you describe Primo

3 Communications for his Honor and for the record very

4 briefly?

5 A. Yeah. We're a long-distance company.

6 We're a reseller of Global Crossing and we're mainly

7 selling international long distance. Very few

8 customer have intraLATA, most of them are interLATA

9 and state to state and international long distance.

10 THE EXAMINER: You're saying "interLATA"?

11 THE WITNESS: Inter, yes.

12 THE EXAMINER: I-n-t-e-r?

13 THE WITNESS: Yeah, state to state,

14 international. We're a direct dial company and we

15 offer very competitive prices and we have very, very

16 many satisfied and happy customers.

17 As a matter of fact, we have been in

18 business in this state since 2002 and we only had one

19 complaint, and that is Mr. Miljkovic's complaint.

20 One complaint in six years.

21 THE EXAMINER: And that's in this case.

22 THE WITNESS: In this state, yes.

23 THE EXAMINER: But I mean the one

24 complaint is this case.

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1 THE WITNESS: And that is this case, yes,

2 sir.

3 Q. (By Mr. Dortch) It's the only complaint

4 ever filed in --

5 A. That's the only complaint we ever had

6 filed with the Commission in the state of Ohio.

7 Q. And what is your position with Primo

8 Communications?

9 A. I am the CEO. I'm responsible for the

10 operations of the company.

11 Q. And in connection with Mr. Miljkovic's

12 complaint have you reviewed Mr. Miljkovic's account?

13 A. Yes, we did.

14 Q. And the fax that led to Mr. Miljkovic's

15 complaint?

16 A. Yes, we did.

17 Q. Let me ask you this, according to your

18 billing records, was Mr. Miljkovic an intraLATA

19 customer of --

20       A.  No.

21       Q.  -- Primo Communications?

22       A.  No.  He signed up for our interLATA

23  service on, if I can refer to something, on May

24  22nd.  InterLATA, state to state and international.

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1 Q. When you say "May 22nd," you're

2 referring to May 22nd, 2006?

3 A. 2006, yes.

4 Q. Thank you.

5 A. That's when he signed up for our

6 long-distance service interLATA only. And we notice

7 after about a week that his intraLATA was added to

8 his Global Crossing account, because we're using

9 Global Crossing network PIC 0444.

10 His interLATA came to us from NET, which

11 is Network Enhanced Technologies, that uses the same

12 PIC code. So there was no PIC code change when he

13 switched from NET to Primo Communications. And our

14 understanding is that he requested SBC switch his

15 intraLATA long distance to Primo Communications

16 without requesting Primo to offer the service, and it

17 just showed up on his account, and that's when he got

18 charged the \$5.

19 THE EXAMINER: Could you, if you could,

20 just repeat that because I wasn't able to follow it.

21 One thing, I'm having a hard time when you say it,

22 the way you say at this hearing whether you're saying

23 "intra" or "interLATA."

24 THE WITNESS: I'm going to refer to it as

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1 local long distance and state.

2 THE EXAMINER: That's intraLATA.

3 THE WITNESS: That's intraLATA.

4 THE EXAMINER: Okay.

5 THE WITNESS: So we never really offered  
6 him the intraLATA or the local long distance until he  
7 contacted SBC and requested to have his local long  
8 distance, or intraLATA, with the same PIC code 0444  
9 and that was added by Global Crossing to our account.  
10 That's when he incurred a \$5 charge for his -- for  
11 the switching fee.

12 Which we had no problem; as a courtesy to  
13 our customers we credit their accounts the switching  
14 fee. We do not send them checks, we do not send them  
15 cash, but we will credit their accounts. If somebody  
16 was charged a dollar 45 or \$2 or \$5, we credit the  
17 account when they pay their bill.

18 Q. (By Mr. Dortch) Was there an issue with  
19 Mr. Miljkovic's payment of his bill?

20       A. That is correct. He signed up on May  
21 22nd and he received his first bill and he disputed  
22 a few two-minute calls to Serbia.  
23       Q. By the way, what was the rate  
24 Mr. Miljkovic was paying?



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1 A. It was 8.9 cents when he signed up with

2 us.

3 Q. So the total that he was disputing, five

4 two-minute calls equaling --

5 A. It was about 90 cents.

6 Q. -- 89 cents.

7 A. 89 cents. And our customer service reps

8 are very good at that, they look at -- and I'm pretty

9 sure that, at least they're trained, I'm pretty sure

10 they would have told him "Yeah, we could give you

11 credit for those two minutes."

12 The problem was he wasn't happy with the

13 credit anymore. He said, "I'm not going to pay your

14 bill." As company policy, when the customer states

15 they're not going to pay their bill, our policy is

16 that we block our long distance because we don't want

17 people to use our service and don't pay for various

18 reasons. As soon as he made the statement "I'm not

19 going to pay your bill" we blocked the long distance,

20 and he did not pay the bill until August, \$5.

21 Q. In fact, according to an exhibit

22 Mr. Miljkovic submitted as Plaintiff's Exhibit 6, he

23 did pay \$5.02 cents on, well, apparently wrote the

24 check on August 30th, 2006; would you agree with

1 that?

2       A. Okay. What happened in the meantime is  
3 we sent him another -- we sent him another warning  
4 letter warning that his balance is not paid, it's  
5 overdue, we're going to send him to collections. And  
6 I believe on July -- at the end of July we send his  
7 account to collection, and then he called the Ohio  
8 Public Utilities Commission and complained about his  
9 two minutes and his billing issue, and he was  
10 referred to the FCC because his contention was or his  
11 dispute was involving international phone calls for  
12 which we never given anybody -- we cannot guarantee  
13 anything when you call international. If you can  
14 talk to them, you can, if you can't, you can't.

15       We're very, very low prices and, yeah, if  
16 you pay \$3 a minute, you probably could get a better,  
17 faster connection, but at 8 cents, 5 cents a minute,  
18 you cannot guarantee those. So as soon as --

19       THE EXAMINER: If you don't mind me

20 asking.

21 MR. DORTCH: Please go ahead, your Honor.

22 THE EXAMINER: When you say you don't

23 guarantee anything, you mean in terms of whether the

24 call will be connected, or what does that really

1 mean?

2           THE WITNESS: Right. Right. The way the  
3 international long distance works is if I make a  
4 phone call to somebody, say in Serbia, okay, they're  
5 just as up to date on technology as we are, they have  
6 caller-IDs, some of them have voicemails, if they  
7 change their numbers, their phone to switch will give  
8 you a message that this number probably changed.  
9 That's when he probably tried to call. And you get  
10 that message in their own language, you get them in  
11 English sometimes.

12           So what we're saying is we cannot  
13 guarantee that they will get connected 100 percent of  
14 the time. The ASRs, the connection rates to some of  
15 those countries, is as low as 10 percent, so a  
16 hundred people call, only 10 of them will go through,  
17 especially on the weekends. There's just not enough  
18 bandwidth to get the calls into those countries.

19           THE EXAMINER: What is the policy about

20 charging for calls that don't get connected?

21 THE WITNESS: Well, and that's the

22 contention. To us, connection on an international

23 call is when hardware contact was made. So if I call

24 an international place through Global Crossing and it

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1 made hardware contact, we get charged for it. If  
2 somebody calls and stays on the phone for 20 minutes,  
3 we get charged for it because they're already  
4 connected to the switch in the country. And whether  
5 the number is valid or not, you know, sometimes it  
6 gets cut off, but sometimes it doesn't, but that's  
7 how the international calls are regulated.

8 THE EXAMINER: When you say you get  
9 charged for it, you get charged --

10 THE WITNESS: From the other line  
11 carriers, right.

12 THE EXAMINER: And in turn your policy  
13 would be to bill the customer that --

14 THE WITNESS: Exactly.

15 THE EXAMINER: -- at the rate that --

16 THE WITNESS: Right. Because like, for  
17 instance, if you make a phone call, the telecom in  
18 that country is going to charge us for completing the  
19 calls, then it goes to the underlying carrier, and

20 then it comes to us. And the agreement is that

21 everybody pays for what the switch says.

22 It's not like in an intraLATA or local

23 calls where people don't get charged unless they get

24 connected. And even now, I don't know what the



1 regulations in the state of Ohio are on intraLATA,  
2 but even now SBC will charge you. If you call my  
3 number and I get a caller-ID, you will get charged 6  
4 seconds or 12 seconds or 20 seconds.

5 Q. (By Mr. Dortch) Now, Mr. Ardelean,  
6 despite the fact that you get charged for every  
7 contact, does Primo Communications have a policy that  
8 they'll waive a charge for less than a specific  
9 duration?

10 A. That is right. We give them credit for  
11 all the calls under 1 minute. And like when he came  
12 the second time to our company -- maybe we shouldn't  
13 get there.

14 Q. No; go ahead.

15 A. When he come the second time, we got him  
16 in a plan where he got automatic credit for  
17 international calls under one minute. So he had a  
18 call to Canada, he had calls to Serbia, he got  
19 automatic credit. He was not charged for those

20 calls.

21 Q. And in fact, if you look at Plaintiff's  
22 Exhibit number, well, 9 certainly, if you take a look  
23 at Plaintiff's Exhibit No. 9, can you direct the  
24 attorney-examiner's attention to where on the bill --

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1       A. Exactly. On the top of the bill where  
2 you have the date 10/28, one minute call to Serbia,  
3 .169 cents, \$.169 AC, that's automatic credit, so he  
4 did not pay for those calls.

5       THE EXAMINER: Okay.

6       THE WITNESS: And another point here is  
7 if you see on this, this is after we got his service.  
8 We established when he went through Miss Linda  
9 Hamilton, he agreed that he's going to pay 33 cents a  
10 minute to Serbia. As a courtesy to him we were able  
11 to lower that to 16.9, so he only paid half of what  
12 he agreed to pay. And even then he wasn't happy.  
13 Refused to pay even half of what he agreed he was  
14 going to pay.

15       But this was, you know, we figure "Well,  
16 we want to make him happy and we want to have him as  
17 a customer." So we're going out of our ways to make  
18 our customer satisfied.

19       Q. Now, you stated that he didn't pay his

20 initial bill until August.

21 A. That is correct.

22 Q. You mentioned Miss Hamilton. There was a

23 point in time after you had blocked his use of

24 Primo's service that you reestablished that service;

1 is that correct?

2 A. That's correct.

3 Q. And that period of time is reflected on  
4 Plaintiff's Exhibit 9, and I'm going to show you as  
5 well what I will refer to as Primo Exhibit No. 1.

6 MR. DORTCH: Which I would also, your  
7 Honor, ask be marked as Cross-examination Exhibit  
8 No. 1.

9 THE EXAMINER: So that's the page you  
10 were talking about previously.

11 MR. DORTCH: Yes, this is the page that I  
12 referred to earlier with the mistaken belief that  
13 Mr. Miljkovic had introduced it into evidence.

14 THE EXAMINER: Okay.

15 (EXHIBIT MARKED FOR IDENTIFICATION.)

16 MR. MILJKOVIC: I want to make sure I got  
17 credit for that call.

18 MR. DORTCH: Your Honor, that's my only  
19 copy so if I can make use of it for a moment.

20           THE EXAMINER: I'll make a copy later on.

21           And if you need to see that at any point

22 during the questioning, you can ask to see it again

23 or later on when you go to ask questions. If you

24 want to look at that, you can ask for it.

1 Q. And with reference there to Exhibit 9 and  
2 Exhibit 10, Mr. Ardelean, can you tell me the rough  
3 parameters of the time period in which Primo  
4 Communications had restored service --

5 A. Right.

6 Q. -- to Mr. Miljkovic?

7 A. Okay. Like I said, on September 1st we  
8 sent him to collection, we charge him the collection  
9 fee, charged the credit thing.

10 THE EXAMINER: Can I ask, I don't want to  
11 really interrupt your flow, but when did you block  
12 the service?

13 THE WITNESS: We block his service for  
14 nonpayment on July the 24th. Actually -- yeah,  
15 July the 24th.

16 THE EXAMINER: Okay.

17 A. He did not pay his bill. He got his bill  
18 on June the 20th, he did not pay his bill, and then  
19 he called and said he's not going to pay his bill so

20 his service was blocked on July 24th.

21 Q. And then service was reestablished

22 approximately when, Mr. Ardelean? If you can tell

23 me.

24 A. So we took him out of collections, and on



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1 September 20th we received a three-way call from  
2 Public Utilities Commission, Miss Linda Hamilton,  
3 with Mr. Miljkovic, three-way call, where he  
4 requested that we reestablish his service.

5 Q. And this was after, or were you aware  
6 that Mr. Miljkovic had on August 30th paid you  
7 \$5.02?

8 A. This was after Mr. Miljkovic paid his  
9 \$5.32 [sic]. We waived the collection cost, and it  
10 cost us money to send people to collections. It cost  
11 us money to send them to credit agencies. We waived  
12 all those costs, we said maybe he's going to be a  
13 happy customer.

14 So we took him out, he didn't have to pay  
15 anything except the \$5. And then on September the  
16 20th we have this call where he requested that we  
17 reestablish or offer him long-distance service again,  
18 after he filed the complaint with the FCC, and it's  
19 our understanding that FCC turned it down.

- 20 Q. You say "turned it down." Do you mean
- 21 issued a decision in favor of Primo Communications?
- 22 A. I think they just closed the complaint.
- 23 Sometimes they issue rulings, sometimes they don't.
- 24 Sometimes they just close the complaints on their

1 merits.

2           Then they saw that on his complaint to  
3 the FCC he was asking for \$50 compensation from Primo  
4 Communications for blocking his service for  
5 nonpayment, and that's in line with what he got from  
6 NET. When he filed a complaint with NET, he got a  
7 check for \$50 to settle right before the formal  
8 hearing, so . . .

9       Q. Okay. In any event, approximately  
10 September 20th following a call from Miss Hamilton  
11 you did reestablish service to Mr. Miljkovic?

12       A. September 20th we put in the request  
13 that we establish his service, and from my  
14 recollection I believe his service was reestablished  
15 with Primo right around September 28th, 29th.

16       Q. Looking at Primo Exhibit No. 1,  
17 Cross-examination Exhibit No. 1, I see the first call  
18 appears there at September 29th.

19       A. September 29th.

20 Q. And looking at Plaintiff's Exhibit 9, I

21 see -- the last call I see here is an early-November

22 call, but --

23 A. That's on a different phone number.

24 That's on his new phone number.

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1 Q. Both of these are on his new phone

2 number.

3 A. No. No. This is the old.

4 Q. I see.

5 A. The 216, this is the old. I see the

6 complaint on two parts, one is the two minutes and

7 the \$5, and the second one is slamming; is that

8 correct?

9 Q. There's actually more than that, but go

10 ahead.

11 A. Okay. This is the old number, the number

12 he signed up with us originally, the 216-252, I

13 believe it's 8034.

14 So yes, the calls went on until October

15 the 27th. Of course, we reestablished his service.

16 He did not pay his bill.

17 Q. So again Mr. Miljkovic --

18 A. Same.

19 Q. -- does not pay his bill.

20       A. Did not pay his bill.

21       Q. Did he contact the company to question

22 his bill at this point in time?

23       A. No, he did not question the bill. The

24 only thing that he contacted the company was for his

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1 \$10 check. He was expecting that we send him a check  
2 for \$10. And the agreement with Miss Hamilton had  
3 two parts, he was going to settle his \$2 and -- two  
4 minutes and \$5 complaint, he was going to retract  
5 that, he was going to accept --

6 THE EXAMINER: That's the FCC?

7 THE WITNESS: I'm sorry?

8 THE EXAMINER: That's the FCC?

9 THE WITNESS: The FCC, and he also filed  
10 a verbal complaint I believe that went through Linda  
11 Hamilton as well.

12 THE EXAMINER: Like on an informal basis.

13 THE WITNESS: But they referred to the  
14 FCC.

15 So he was going to drop those complaints  
16 and we are going to credit his account the \$5 he paid  
17 for the switching fee. We're going to credit. There  
18 was never talk about us sending him checks or money  
19 or cash. We're going to credit his account.

20           So then again on October the 27th he  
21   called and asked about his \$10 check, and again he  
22   said he's never going to pay our bills. Again he  
23   said he was going to sue us and all this, and on  
24   October the 27th again he was blocked for



1 nonpayment.

2 Q. Now, what do you mean when you say

3 "blocked for nonpayment"?

4 A. Blocked for nonpayment. All we can do as

5 resellers for the bigger companies, all we can do is

6 we can send the request to the network to block the

7 person for nonpayment and that means that they will

8 not terminate those calls on our account. That's

9 what basically we do.

10 So if a person does not pay their bill,

11 we send Global Crossing a request to block the number

12 on our account and those calls will not be terminated

13 on our account.

14 Q. Are you aware, sir, of the date upon

15 which you asked Global Crossing to block your account

16 with Mr. Miljkovic?

17 A. I believe it's October the 27th.

18 Q. So October 27th?

19 A. Yes.

20 Q. Okay.

21 A. 27th, 28th.

22 Q. Let me hand you what has been marked as

23 Plaintiff's Exhibit No. 14. Can you tell the hearing

24 examiner, Mr. Miljkovic could not, precisely what

1 this exhibit consists of?

2 A. Right. What this is, this is a Global  
3 Crossing LEC history file.

4 THE EXAMINER: You're saying "LEC"?

5 THE WITNESS: LEC.

6 MR. DORTCH: LEC.

7 THE WITNESS: LEC, local exchange  
8 carrier. We get those through the Global Crossing  
9 system. And I believe this system was obtained from  
10 a Global Crossing reseller and not the Public  
11 Utilities Commission, because this is a printout off  
12 of what we can get from our computers.

13 The Public Utilities Commission would  
14 have requested a similar document from SBC if that  
15 was the case, but what this is is, for instance if  
16 you look at the --

17 Q. (By Mr. Dortch) Before we do that, let me  
18 direct you to a couple of things. I'm going to ask  
19 you first to tell me what the working phone and

20 billing phone codes are.

21 A. The working phone number is basically the

22 person's phone number, and the billing telephone is

23 the telephone that gets billed for all the calls.

24 Q. Okay. Customer number that comes beneath

1 that?

2 A. Customer number is the reseller account

3 number which in our case would be Primo's account

4 number.

5 Q. So that number 0898699655 is unique to

6 Primo.

7 A. It's unique to Primo, yes.

8 Q. "WTN status: Blocked."

9 A. That means the working telephone number

10 is blocked. That was the status when this thing was

11 pulled out of the system.

12 Q. I see. And I think that's all I really

13 care about at that point.

14 I see that this is "Billing name:

15 Mr. Miljkovic."

16 A. Mr. Miljkovic's name, yes.

17 Q. Okay. Now, simply by date this is a

18 little confusing because it starts with November and

19 December toward the top of the page and then comes

20 down to December and works up through March.

21 A. Well, what this is, somebody copy and

22 pasted two files in the computer, so this is two

23 separate files.

24 Q. I see.

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1 A. So when you go in the system, you copy,

2 so that's why I don't think this was done by the --

3 Q. By Global Crossing.

4 A. -- by the Public Utilities or even Global

5 Crossing.

6 Q. I see.

7 A. This looks like somebody cut and pasted

8 to make it a nice looking document.

9 Q. I see. Starting with, then, what is the

10 earliest date in this code, November 8th, 2006, do

11 you see that reference?

12 A. Yes.

13 Q. About halfway down the page. Well, about

14 a third of the way down the page. What does that

15 reference mean?

16 A. The 20-05 LEC confirm moving?

17 Q. Yes.

18 A. That means that the local exchange

19 carrier had confirmed the moving of this person to

20 440-331-3331.

21 Q. So if I understand this correctly,

22 Mr. Miljkovic has moved and is changing his telephone

23 number.

24 A. That is correct.



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1 Q. And the date that this is reported into

2 the system is November 8th, 2006.

3 A. November 8th, 2006, yes.

4 Q. And prior when you had blocked

5 Mr. Miljkovic on October 27th, he had a 221

6 telephone number; is that correct?

7 A. He had a 216 telephone number.

8 Q. Or, I'm sorry, 216 telephone number.

9 A. Yes.

10 Q. Now he has a 440 telephone number.

11 A. That is correct.

12 Q. What did you do in response to

13 Mr. Miljkovic moving and showing up on your -- as

14 your customer again in the system?

15 A. Well, what happened is it showed up and

16 then we found out it was him, so we promptly block

17 his long distance because we did not want to incur

18 any more losses on his delinquent account. So we

19 blocked his long distance.

20 Q. If you look at this LEC history file and  
21 you see "WTN." Would you tell the hearing examiner  
22 what "WTN" stands for?

23 A. Yeah, WTN stands for working telephone  
24 number.

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1 Q. Status/blocked.

2 A. Status/blocked.

3 Q. All right.

4 THE EXAMINER: That's the line right

5 above dated 11/17?

6 MR. DORTCH: Correct.

7 THE WITNESS: That is right.

8 Q. Okay. Now, above that on November

9 28th, 2006, there's an indication "customer changed

10 carrier." That's November 28th.

11 A. November 28th.

12 Q. We also -- what does that mean?

13 A. What that means is that, and remember

14 this is coming from Ameritech where you see their LEC

15 code, 9321 Ameritech-Ohio.

16 Q. Correct.

17 A. This comes from Ameritech and for some

18 reason they operated a PIC change. So they changed

19 the PIC code for this number from 0444 to a different

20 PIC code.

21 Q. Does that have any impact on you

22 whatsoever?

23 A. No. This is something that the LECs do.

24 They're the only ones that -- they can change the

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1 carrier, they can change the PIC code for a working

2 telephone number, and --

3 THE EXAMINER: You're saying "PIC" code,

4 but I'm seeing "CIC" code.

5 THE WITNESS: That's C-I-C, 0444, that's

6 Global Crossing's PIC code. That's P-I-C here.

7 THE EXAMINER: It's CIC, but it's PIC

8 in --

9 THE WITNESS: Right. That's the same

10 thing.

11 THE EXAMINER: And that belongs to Global

12 Crossing.

13 THE WITNESS: Yes, 0444 belongs to Global

14 Crossing.

15 THE EXAMINER: When it's marked "customer

16 changed carrier," Global Crossing is the customer

17 being referred to?

18 THE WITNESS: No. That means customer

19 changed carrier is the BTN number, is the customer

20 that owns that telephone number, the 440-331-3331.

21 THE EXAMINER: That's Global Crossing's

22 customer, in this case it would be Mr. --

23 THE WITNESS: Miljkovic.

24 THE EXAMINER: -- Miljkovic.

1           THE WITNESS: And it says that his local  
2 exchange carrier had changed his long distance, okay,  
3 had changed carrier, that SBC Ameritech had changed  
4 his long distance to a different carrier, that's not  
5 0444, it's not Global Crossing.

6       Q. (By Mr. Dortch) But he's still, if I look  
7 up and I see "pending LEC submission," December  
8 6th, and then back to the bottom of the page with  
9 "WTN status/blocked," he's still showing up in your  
10 system, is that because it is an intraLATA change  
11 rather than an interLATA change?

12       A. No. Actually, in here it shows that he's  
13 got both changed. Pending LEC submission, it means  
14 that the LEC is pending the submission of that PIC  
15 code. So what happen here was when he moved from his  
16 old address to the new address, he got a new number.  
17 SBC has a fairly standard procedure, number one is  
18 they will ask the question "We see you don't have the  
19 SBC or AT&T long distance, would you like to take our

20 long distance or do you want to use our long

21 distance?"

22 And the second one, they will ask the

23 person if they want to select a long-distance

24 carrier. If the person says "I don't want long



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1 distance," then they put in the switch "no  
2 long-distance carrier selected" and they will not  
3 complete their calls.

4 That's what SBC will ask, "Do you want  
5 AT&T's long distance? We see you're not with us."  
6 "No, I don't want any long distance," then they're  
7 going to say "No select for long distance" and he's  
8 not going to be able to complete any 1-plus area code  
9 calls. And then the person has an option to select a  
10 long-distance company.

11 What happened in this case, I believe  
12 Mr. Miljkovic had requested SBC to maintain his  
13 Global Crossing long distance that he had at the old  
14 number, okay?

15 THE EXAMINER: Could you say that again?  
16 I just didn't hear it.

17 THE WITNESS: He selected, when he moved,  
18 when he placed the move order, they ask you "What  
19 long distance do you want to have?" And I believe

20 his answer to SBC was "I want to have the same long

21 distance I had at my old number."

22 THE EXAMINER: Okay.

23 THE WITNESS: Which was us, okay? So

24 what SBC did, they activated his number and they

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1 activated it on our account, and the first call that  
2 went through we caught it and we blocked it. And as  
3 you can see on the other exhibit where you have the  
4 call in November --

5 MR. DORTCH: This is Exhibit 9, your  
6 Honor.

7 THE WITNESS: You see on November 8 when  
8 he completed the move he already made a call to  
9 Serbia, one minute, for which, of course, he got  
10 automatic credit; he did not pay it. But that call  
11 was billed to 440-331-3331. And we blocked it  
12 promptly. Again, because we didn't want to incur any  
13 more losses on this account.

14 Q. (By Mr. Dortch) And again, he had not  
15 made payment of --

16 A. He did not make any payments. As a  
17 matter of fact, he said he was never going to pay, he  
18 was going to sue us.

19 Q. In fact, other than the \$5.02 that you

20 received at the end of August, has Mr. Miljkovic ever

21 paid his bill?

22 A. Never. Never. Hadn't paid a penny.

23 Q. Okay. So you blocked Mr. Miljkovic again

24 after he moves to this new number.

1       A. Right.

2       Q. And then it appears at the end of  
3 November the customer changed carrier, and you  
4 believe that at this point in time Mr. Miljkovic is  
5 instructing SBC to reestablish service.

6       A. Maybe he didn't, maybe someone else did,  
7 I don't know what happened. All we show there is  
8 that right after that he's activated back with us.

9       Q. What did you do when he's activated back  
10 with you?

11      A. Block him again.

12      Q. You blocked him again. How can it be  
13 after you've turned him off that he's reactivated  
14 with you?

15      A. The local exchange carriers, they  
16 override all the systems. They are where the ANI  
17 resides, where the phone number resides. They  
18 program the phone number. They can put the features,  
19 where are you calling to. Even if we block them,

20 they can unblock them in the switch and let them

21 call.

22 Q. So in other words, you believe AT&T, for

23 whatever internal purposes it had, AT&T unblocked

24 them.

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1       A. They activated, and from my previous  
2 experience the only time it happens is when the  
3 actual end-user or the customer request them to do  
4 it.

5       Q. And what did you do in response to him  
6 being unblocked?

7       A. Blocked him again. We kept him blocked  
8 for like two months. And finally on March the 5th  
9 he changed the carrier. He went somewhere else and  
10 he never requested to be activated with us.

11      Q. March the 5th being the last line in  
12 here.

13      A. Right.

14      Q. Customer changed carrier.

15      A. March 5th, 2007. And the fact that,  
16 the accusation that we slammed him in January is  
17 totally inaccurate because you see there's really --  
18 his number was put with us in November, not in  
19 January.

20 Q. Correct.

21 A. So it looks like for two months, November  
22 to January, it looks like for two months he just kept  
23 calling and calling trying to use our service. And I  
24 suspect that he did it on purpose. By this time we



1 send his account to collection. By this time he had  
2 filed a complaint with the Commission. He was  
3 probably told "Your \$5 is not going to hold a lot of  
4 ground here" so he's going to say well, I know one  
5 that will, and that's slamming. I'm going to sue  
6 those guys. I'm going to complain. I'm going to say  
7 they slammed my line, and I'm going to put them out  
8 of business.

9 Q. What do you mean when you use the term  
10 "slamming"?

11 A. Slamming is when you switch somebody's  
12 long distance without their personal approval.

13 Q. And did you, in fact, slam Mr. Miljkovic?

14 A. No. We don't slam anybody, and it's just  
15 for the economic reasons, not just because it's  
16 illegal, but if you slam somebody, you lose money.  
17 Nobody that you take their service or their long  
18 distance are going to pay their bill so that's -- it  
19 doesn't make any sense. It takes a lot of resources,

20 and we don't do that.

21 Q. And in any event, Mr. Miljkovic never  
22 paid a bill anyway, did he?

23 A. That is correct.

24 Q. And, in fact, you had him blocked and

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1 would not allow him to use your service.

2 A. That's correct. We did not want him to  
3 use our service. We did not want him to cause us any  
4 more damage.

5 Q. Let's talk about the process of blocking  
6 just a little bit longer. You order the block. AT&T  
7 can avoid the block, if you will.

8 A. I'm not hundred percent sure with their  
9 systems, but that's my understanding that they can  
10 override anybody.

11 Q. They can override the block you said. As  
12 of March 7th Mr. Miljkovic changed carrier and  
13 disappears off of this Global Crossing --

14 A. Right.

15 Q. -- document or this cut-and-paste job  
16 that comes out of some sort of Global Crossing  
17 system.

18 A. Right.

19 Q. Can you tell where he went?

20       A.  No.  We have no idea where he went.

21       Q.  You have no idea who his carrier is.  So

22  as soon as he ceases seeking service through Global

23  Crossing and Primo, he's gone.

24       A.  He's gone, that's correct.

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1 Q. But so long as he is seeking service

2 through Primo, he's on your system and you --

3 A. Right.

4 Q. -- can see when he becomes unblocked; is

5 that correct?

6 A. Right.

7 Q. If you would look at Exhibit 15, this is

8 a letter Mr. Miljkovic wrote to Miss Stoneking

9 complaining that he had been PIC'd, i.e., slammed, on

10 February 8th, 2007. Do you see that? By Primo

11 Communications.

12 A. Right.

13 Q. If you would, refer to Exhibit 14. Would

14 you take a look at the date of February 8th, 2007,

15 and tell me, if you can, what occurred on that date?

16 A. On February 8, 2007, Mr. Miljkovic was

17 changed active and then he was blocked right away.

18 Q. Looks like it happened, if I'm reading

19 the time correctly, whatever happened, he became

20 active and was turned off at precisely the same

21 minute.

22 A. That is correct.

23 Q. How does that happen; do you know?

24 A. Sometimes we catch it right away,

1 sometimes we don't. This just happened to happen at  
2 the same time.

3 THE EXAMINER: What would have caused  
4 this ANI to be active?

5 THE WITNESS: Again, if he talks to his  
6 LEC, his local exchange carrier, they can do a lot of  
7 things. They have a lot of access and they can  
8 activate anybody they want.

9 Q. So you believe that this shows that  
10 Mr. Miljkovic was trying to activate your service on  
11 February 8th, 2007.

12 A. That's right. He was trying to activate  
13 it because we already put him in collection. He's  
14 already in collection now, his record is bad. At the  
15 same time around beginning of January he start filing  
16 the complaints with the Commission. He's trying not  
17 to just get out of collection, but he's trying to  
18 make some money. And of course, this is his best  
19 ticket here if he would accuse us of slamming.

20 Q. In fact, if he had changed to any -- if,  
21 in fact, he was your customer already, even though a  
22 blocked customer, correct?

23 A. That is correct.

24 Q. So you couldn't slam him --



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1 A. That is correct.

2 Q. -- because he was on your system.

3 A. He was on Global Crossing network for a  
4 long time.

5 Q. But he was a blocked customer.

6 A. That's correct.

7 Q. And again, as soon as he asked to get off  
8 of Global Crossing --

9 A. He was gone.

10 Q. -- on March 5th, 2007, he's gone.

11 PIC blocking. That's just something that  
12 requires attention on your part so long as he is your  
13 customer?

14 A. Yes. We have to pay attention, we have  
15 to look at the reports we get from the Global  
16 Crossing switch to make sure that it doesn't happen,  
17 because every time it happens, it cost us money.

18 Q. All right. So we've now discussed PIC  
19 blocking, two-minute calls, slamming --

20       A.   The \$5.

21       Q.   -- the \$5.

22       A.   Which we offered him. We offered him,

23   said "Just, you know, send your bill without the

24   disputed amount and we'll put the credit in."

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1           And the other thing is the  
2   misrepresentation was on the American Phone Services  
3   where he said "I had my long-distance company." He  
4   did not have another long-distance carrier. He used  
5   a dial-around code with APS and he implied that he  
6   already had a carrier, which is not true. He did not  
7   have a direct-dial carrier. That's not true. He  
8   just implied that he did, but there was dial-around  
9   codes.

10           MR. DORTCH: May I have a moment, your  
11   Honor?

12           Q.   Mr. Ardelean, did you ever make inquiry  
13   of Global Crossing to find out what happens when a  
14   customer that has been blocked for nonpayment gets a  
15   new number and is activated on your account?

16           A.   Yes. Yes, we did, because like I said,  
17   we only had one complaint in the state of Ohio in the  
18   last six years, and we take this very seriously, so  
19   we contacted our Global Crossing account managers and

20 asked them that question and they replied back with  
21 an e-mail that it confirmed my suspicions, it says  
22 "It appears that when the customer is added" -- they  
23 get added to your account. When they're added by  
24 their local exchange company, they're added to your

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1 account. So that's what happened.

2 Q. You made reference to an e-mail.

3 A. Yes.

4 Q. I'm going to hand you --

5 MR. DORTCH: Your Honor, I'm going to ask

6 that Primo Exhibit 2 be marked.

7 THE EXAMINER: Okay, I'm marking this as

8 Primo Exhibit 2.

9 (EXHIBIT MARKED FOR IDENTIFICATION.).

10 Q. Mr. Ardelean, if you would refer to Primo

11 Exhibit 2, would you please inform the hearing

12 examiner of, in essence, what Global Crossing

13 responded to you?

14 A. Yes. Global Crossing responded to us

15 that basically the customer, when they added the new

16 PIC to Global Crossing, they added this number.

17 Because the old number was under our account

18 originally, the new number was also added under our

19 account.

20           And it says all the new transaction  
21   disconnections are provided on a daily basis. So  
22   they're basically telling us that the customer  
23   requested this through his local exchange carrier.  
24   The local exchange carrier put him on the Global

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1 Crossing PIC code, which is 0444, and Global Crossing  
2 said "Oops, this was Primo's number, we're going to  
3 put him on their account as an active number."

4 Q. So that is how Mr. Miljkovic comes to you  
5 in November as --

6 A. And got one call through the system.

7 Q. And got a call through the system --

8 A. Yes.

9 Q. -- even though he had changed numbers.

10 A. That is right.

11 Q. With reference to Primo Exhibit No. 2,  
12 the anagram "ANI" refers to automatic numbering  
13 inquiry; is that correct?

14 A. That's an automated number  
15 identification.

16 Q. Thank you.

17 A. That's basically the phone number of the  
18 person.

19 Q. And its ANI is basically Global

20 Crossing's means of inquiring of the system and

21 saying --

22 A. That is right.

23 Q. -- do we have any information about this

24 number, Mr. Miljkovic, whatever.



1       A. Right.

2       Q. Okay.

3       A. And they did some research on that. You  
4 know, it's -- because we wanted to find out why  
5 because we don't want this to happen again.

6       Q. Mr. Ardelean, one more question with --  
7 well, with reference to your efforts to collect from  
8 Mr. Miljkovic, Mr. Miljkovic pointed out that there  
9 were charges imposed on his bill and in a statement  
10 that he received. Do you know, are those charges  
11 authorized by your tariff on file with and approved  
12 by the Public Utilities Commission?

13      A. Yes, they are. On the tariff on the  
14 section 1.14, it says "The customer is responsible  
15 for any costs incurred in the collection of moneys  
16 due to the company, including legal and accounting  
17 expenses."

18      Q. It's your interpretation of your tariff  
19 language that authorizes you to collect your actual

20 costs?

21 A. Collection fees, credit recovery fees,  
22 carrier charges, everything that has to do with his  
23 nonpayment.

24 Q. And that's your actual costs incurred

1 in --

2 A. That is correct, yes.

3 Q. -- pursuing collection from him, correct?

4 A. Yes. It cost money to do anything.

5 MR. DORTCH: Thank you, Mr. Ardelean. I

6 have no questions of you at this time.

7 THE EXAMINER: I wanted to ask a few

8 before I give you a chance to ask questions.

9 - - -

10 EXAMINATION

11 By The Examiner:

12 Q. On Complainant's Exhibit No. 14, I just

13 would like to understand this exhibit a little bit

14 better than I do, and one thing I'm curious about is

15 what was happening in the second grouping in the

16 middle on the 22nd of January of 2007, the

17 confirmation of PIC change. How can I understand

18 that a little better?

19 A. That basically SBC is telling Global

20 Crossing we confirmed that this number is PIC'd 0444.

21 It's just a confirmation from the local exchange

22 carrier to the long-distance carrier that the PIC

23 code is confirmed.

24

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1 Q. But was it a change at that time?

2 A. No, it's just the status.

3 Q. So they use the word "change" but maybe

4 it was --

5 A. Sometimes they send you just statuses.

6 Like another one you might see there would be address

7 change, or confirmation of PIC. But this was not a

8 change because, see, we blocked him on 1/19, and on

9 1/22 confirmation of PIC change. What this could be

10 is his request to SBC to activate his number again.

11 Q. Okay.

12 A. Because see, we blocked him on 1/19 and

13 then two days later, this might have been on a

14 weekend, two days later again it comes back active.

15 It could be.

16 Q. Why does Global Crossing's PIC or CIC

17 number appear throughout? Does Primo not have its

18 own PIC code?

19 A. No. We do not have our own CIC number,

20 no.

21 Q. How does that work? Why is that not the

22 case?

23 A. We're using Global Crossing's CIC number,

24 the 0444, and what they do is they assign us a

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1 customer number. You see that customer number 0898?

2 Q. Okay.

3 A. That is our account so that they know how

4 to send the costs to us.

5 Q. Okay.

6 A. Or they know who our end-users are, or

7 customers.

8 Q. The other question I have has to do with,

9 not related to this exhibit, it has to do with the

10 three-way call with --

11 MR. MILJKOVIC: Ms. Hamilton.

12 THE EXAMINER: Pardon?

13 MR. MILJKOVIC: Ms. Hamilton.

14 THE EXAMINER: Yes, that's what I was

15 trying to come up with.

16 Q. I'm confused about the testimony so far

17 about what the payment of 5.02 was supposed to cover.

18 What, from your point of view, or from the company's

19 point of view, was the payment about?

20       A. The payment of 5.02 was for his -- the  
21 very first bill that he did not pay. Had nothing to  
22 do with Miss Hamilton, and had nothing to do with the  
23 3/08 call. He's just confusing the issues here. He  
24 was in collections. For \$5 we sent him to



1 collections.

2 Q. So the first bill related to --

3 A. That was the \$5. It was \$5.22 or 70  
4 cents. That was his first bill he ever got from us  
5 that he did not pay.

6 Q. Is it the one that's in the --

7 A. Right. He's got a copy of the carbon  
8 copy.

9 MR. DORTCH: Unfortunately, your Honor,  
10 he did not produce the first pages of these bills.

11 Q. But at least part of it is Plaintiff's  
12 Exhibit No. 1?

13 A. That's his first bill that he did not pay  
14 from May until end of August. Then he paid, and then  
15 we took him out of collections, and we waived the  
16 collection fees. We waived the credit recovery fees  
17 because he got another letter just like that. We  
18 waived all that. So a hundred some dollars. I said,  
19 "Let's see maybe if he's going to be happy." We

20 waived those, we took him out of collection, and we  
21 did not activate him because he did not request our  
22 service. So this was at the end of August.

23 And then at the end of September we get  
24 the call with Miss Hamilton on the phone that he

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1 wants our service back.

2 Q. Were there other charges accumulating for  
3 usage during June or July?

4 A. No. No. He hadn't had no charge, no  
5 nothing. He was blocked for nonpayment.

6 Q. Oh, he was blocked during that time.

7 A. Yeah. He was blocked I believe on July  
8 24th.

9 Q. Okay. So between May and July 24th the  
10 total accumulation of charges was in the neighborhood  
11 of \$5?

12 A. Well, what happened is he made the calls,  
13 he got the bill for \$5, and then he started using  
14 again dial-around codes with American Phone Services.  
15 So no, he didn't show a lot of usage back then.

16 Q. So he may have been making long-distance  
17 calls in some other way, but you didn't have any  
18 other charges --

19 A. No, we didn't.

20 Q. -- pending at that time.

21 A. No.

22 Q. So the payment was for whatever  
23 outstanding charges aside from the things you  
24 mentioned that he paid.

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1       A. That's correct, for the first bill. And  
2 that's the payment for the same charges that he  
3 complained to the FCC about.

4       Q. Did it relate at all to the credit, or it  
5 was just about the charges for the calls that had  
6 been made?

7       A. It was charges for the calls. It was not  
8 related to the credit. Because he wanted to get out  
9 of collection, so he talked to some customer service  
10 people and they said, "Yeah, we just put you in  
11 collection. If you pay your bill, we'll take you out  
12 of collection."

13       THE EXAMINER: Okay. That's all I have  
14 right now. Would you like to ask questions of this  
15 witness?

16       MR. MILJKOVIC: Am I asking him?

17       THE EXAMINER: Now I'm saying he's done  
18 asking him questions, I'm done asking questions for  
19 now, so it's your chance to ask any questions that

20 you have of this witness relating to what he's

21 already testified about.

22 And Mr. Dortch could object to one of

23 your questions before it's asked and we deal with

24 that if that comes up, but then -- this is your

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1 chance to ask him any questions.

2 MR. MILJKOVIC: All right.

3 - - -

4 CROSS-EXAMINATION

5 BY Mr. Miljkovic:

6 Q. Mr. Ardelean, did I send an e-mail to

7 your company on the 29th of June 2006 and I stated

8 the matter of the fact is that the telephone over

9 there rang more than ten times, but there was not a

10 connection, and I do not think that I ought to be

11 charged for those units?

12 A. I'm not sure I understand your question.

13 THE EXAMINER: Were you asking him did

14 you send such a letter?

15 Q. Did I say that I would not pay, or did I

16 say that I felt that I should not pay?

17 MR. DORTCH: Objection. Mr. Miljkovic, I

18 don't believe I've ever heard it expressed that you

19 were in direct contact with Mr. Ardelean at this

20 time; you were with some customer service  
21 representative. I'm not sure how Mr. Ardelean can  
22 answer your question.  
23 THE EXAMINER: Well, I think he can --  
24 since he's the only witness that you're going to



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1 bring, he can ask about --

2 THE WITNESS: I can answer his question.

3 THE EXAMINER: If the answer is he

4 doesn't know about it, he can answer it that way.

5 THE WITNESS: I can answer his question.

6 All our records show that you called on

7 July the 24th, you disputed two-minute calls to

8 Serbia, okay? And you said you're not going to pay

9 the bill, and you were very abusive with the customer

10 service people. They said you got mad, you were

11 abusive with them, you're not going to pay the bill,

12 you're going to sue us; that's the notes that I had

13 in the system from your conversation with the

14 customer service on July 24th.

15 Q. (By Mr. Miljkovic) Did I send an e-mail

16 on July, I mean, sorry, June the 29th?

17 A. I don't know what you did, sir. I didn't

18 pay attention to the stuff did you.

19 Q. That is a --

20           THE EXAMINER: Well, no, you're asking  
21 him and he's giving you his answer. He doesn't know  
22 what you did.  
23       Q. Did I resend the same e-mail on the 10th  
24 of July?

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1 A. Again, you're asking me something you

2 did. I don't know what you did.

3 Q. Did Miss Hamilton, you, and I have a

4 three-way telephone call on the 28th or 29th of

5 August?

6 A. No. We had a telephone call on the

7 20th of September according to her records.

8 Q. No; before that.

9 A. No, I don't show any records here that we

10 had one before that.

11 Q. Did you on that date, I'm not sure

12 whether it was the 29th or 28th, did you say that

13 I might be your customer if I agreed to pay 33 cents?

14 A. I don't think so. 53 cents [sic]? I

15 know on the three-way conversation on September

16 20th that we told you that we could not offer you

17 the super low rate program, but that was on September

18 the 20th, not August.

19 Q. Did we have a three-way telephone

20 conversation in the end of August?

21 A. I don't think so. I'm sure that we

22 talked on September 20th, sir.

23 Q. When I agreed that I would pay my first

24 bill, \$2 and -- \$5 and cents and restore my

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1 long-distance service for 33 cents.

2 A. I do not recall that in August. I know

3 you were talking on September 20th, but . . .

4 Q. I'm talking about the end of August.

5 A. I don't know. You see, we requested

6 Miss Hamilton's presence here, she could have helped,

7 but . . .

8 Q. Did I talk to you the 2nd of September

9 and did you say that there is no fucking or freaking

10 government employee who would make you give me a

11 credit of \$5?

12 A. I don't think so. I think those are all

13 inventions.

14 Q. Are they?

15 A. Yeah. And what's the purpose for them?

16 I don't understand.

17 Q. Was my telephone line blocked again in

18 the beginning of September?

19 A. Which telephone line?

20 Q. My old telephone number.

21 A. Your number was activated with us --

22 Q. 252-8034, was it blocked again the

23 beginning of September 2006?

24 A. Sir, your phone line was blocked from

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1 July until September 26th or so until you --

2 because we talked on September 20th, not August.

3 Your timetable is not right. It's not correct.

4 Q. It is. It is.

5 A. So we talked with Miss Hamilton on

6 September 20th, you agreed to the conditions, and

7 also you agreed you were going to withdraw your

8 complaints, which you didn't. Everything you said,

9 you didn't, but that's beside. You were going to

10 withdraw your complaints. You were going to pay 33

11 cents a minute. We only charged you half of that,

12 but that wasn't good enough. You needed some extra

13 cash.

14 And then on September the 27th the

15 system shows your line was activated with Primo

16 Communication for long distance and the bills can

17 substantiate that you had our service from like

18 September 27 until October 28th when you again did

19 not pay your bills.

20       Q. Did you, Miss Hamilton, and I have a  
21 three-way telephone call before I paid my bill of  
22 \$5.02?

23       A. I don't think so. I don't remember that.

24 I don't think so. I mean, you're asking stuff that



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1 happened two years ago. This is my records, it says

2 September 20th, so I don't know.

3 THE EXAMINER: Let me ask, is that the

4 only three-way call that you --

5 THE WITNESS: Yes.

6 THE EXAMINER: -- remember?

7 THE WITNESS: Only one.

8 THE EXAMINER: So the one he was talking

9 about I remember, I could be wrong, you were talking

10 about in May, late-May I thought.

11 MR. MILJKOVIC: No. No. No.

12 THE EXAMINER: Okay.

13 THE WITNESS: He's got --

14 THE EXAMINER: Well, anyway --

15 THE REPORTER: Hang on. Wait.

16 THE EXAMINER: From your point of view

17 there's one call and it happened on September the

18 20th.

19 THE WITNESS: There was one phone call.

20 One three-way phone call.

21 THE EXAMINER: Yeah, with the three of

22 you.

23 THE WITNESS: Yeah. We talked to her

24 when he complained about not having the long distance

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1 activated yet like a few days after the two-way --  
2 the three-way call. Miss Hamilton called me and we  
3 talked about it and I said, "We're going to do  
4 everything that we can to get him activated." And  
5 that's what happened on September 27th, his line  
6 went active.

7 But the three-way call was only one on  
8 September 20, and I wish Miss Hamilton was here, she  
9 could substantiate all of it.

10 Q. (By Mr. Miljkovic) Did Miss Hamilton talk  
11 to Danielle in the beginning of September, and did  
12 she tell her that I did not want your service?

13 A. I don't know what she did. I don't know.  
14 You're asking me stuff other people did. I don't  
15 know.

16 Q. You're the CEO. You should know.

17 THE EXAMINER: All right. Well, you can  
18 ask the question --

19 MR. MILJKOVIC: Exactly.

20 THE EXAMINER: -- but you've got to take

21 the answer you get.

22 MR. MILJKOVIC: I apologize for that.

23 I would like to state something.

24 THE EXAMINER: What does it have to do

1 with?

2 MR. MILJKOVIC: It has -- because I moved  
3 and I had to change my telephone number, and I,  
4 myself, talked to AT&T employee and I said that I  
5 want them to block my telephone line from Primo  
6 Communications. And they did it I think in the first  
7 part of November, and my telephone line was blocked.  
8 I didn't have a direct access.

9 And then in January quite by a sudden I  
10 had a direct access.

11 MR. DORTCH: Objection, your Honor. If  
12 he -- I mean, procedurally I don't know where we're  
13 at here, but this is -- right now are we through with  
14 Mr. Ardelean's cross-examination; may I ask that?

15 THE EXAMINER: Yeah, here's what I'm  
16 going to say, it seems to me like what you just  
17 brought up is something that you probably should have  
18 done before you rested because it sounds like you're  
19 bringing up new evidence that you didn't present when

20 it was your turn. I'm not saying you can't do it,  
21 but you probably should have done it then rather than  
22 now.

23 What I would like to do is continue where  
24 we are in the proceeding right now which is you're

1 asking him any question that you have about his  
2 testimony, and then I will allow you a chance to make  
3 new statements for the record and then you'll be  
4 subject to more questioning on that if you do that.  
5 And even there, I'll let you do that to a certain  
6 extent, but really your chance to do it, you should  
7 have done it earlier.

8 Because you're not an attorney and you  
9 don't know how to prepare a case I'm going to let you  
10 do it, but it can't go on and on and on and on and  
11 on, but I will give you a chance to do that. But for  
12 right now let's finish with any questions you have  
13 with this witness about his testimony.

14 Q. (By Mr. Miljkovic) Mr. Ardelean, did your  
15 company agree to give me a credit for one-minute  
16 telephone calls?

17 A. That is correct.

18 Q. Why didn't your company give me a credit  
19 for those five two telephone calls and we wouldn't be

20 here today?

21 A. Because they didn't guarantee you credit

22 for the two-minute calls, they only guarantee you

23 credit for one-minute calls, okay? But that was, you

24 know, after we discussed that, you know, the two



1 minutes. They explained to you that there's no

2 two-minute credit.

3 Nobody sits on the phone for two minutes

4 and listens to the phone ringing for two minutes and

5 then try again and again and again, nobody. There is

6 something going on. There is a connection, there is

7 a voicemail, there is a digital feature on the phone,

8 there is something, 'cause I mean, two minutes is a

9 long time to sit on the phone; it is.

10 But as a courtesy we're giving those to

11 you to. You see, the problem is when you say "I'm

12 not going to pay the bill," then all the bets are off

13 because you should pay the bills except for the

14 amounts that you dispute.

15 So that would have been a simple

16 question, "I'm not going to pay you for the five

17 two-minute calls, I'm going to send you a check for

18 \$3," you would have been all set because those were

19 in dispute, you're disputing those. But you disputed

20 those at the end of July when you decided you're not

21 going to pay.

22 Q. Did I send an e-mail twice --

23 A. Don't ask me what you did because I don't

24 know what you did. I don't know.

1 Q. You don't know.

2 A. I don't know what you did. I don't know  
3 what anybody does except for what I do.

4 Q. Did I mention in my e-mail that I feel  
5 that I ought not to pay for the calls I did not make?

6 A. I don't know. Which exhibit is that?

7 Q. I find it.

8 A. And even if you said you don't feel like  
9 paying for those calls, all you have to do is dispute  
10 the bills. We have a lot of customers disputing a  
11 lot of things and we take care of them right away.  
12 But when somebody says "I'm not going to pay" and  
13 obviously didn't have any intentions to pay, I  
14 mean . . .

15 Q. (Handing document to witness.)

16 MR. DORTCH: Your Honor, I believe --

17 A. Yeah. This is the two minutes, yes.

18 MR. DORTCH: -- Mr. Miljkovic referred to  
19 Plaintiff's Exhibit No. 2.

20       A. I think it was clear to everybody that  
21   you did not want to pay for two minutes. That was  
22   clear.  
23       Q. Did your company reply to this e-mail,  
24   sir?

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1 A. I don't know. I'm not familiar with it.

2 Q. Would I complain to FCC or Public Utility  
3 Commissions if the company replied?

4 A. I think you would to make some money,  
5 yes, according to your record --

6 MR. DORTCH: Objection.

7 A. -- here at the Commission. I think you  
8 would.

9 Q. That's your opinion.

10 A. That the reason we're here today is  
11 because we refused to pay you \$50 you originally  
12 asked for. That's the issue.

13 Q. Mr. Ardelean, did you get a request from  
14 Miss Stoneking to reply in 20 days time?

15 MR. DORTCH: Objection; relevancy. It  
16 doesn't matter, your Honor. I mean, can we try to  
17 stick to something germane here about the service to  
18 Mr. --

19 THE EXAMINER: I think it relates to

20 whether or not the answer came in on a timely basis.

21 I don't think the request came from Ms. Stoneking, if

22 that is what we're asking about, but it was from the

23 Commission. The Commission sent a letter that said

24 that the company was supposed to respond within 20

1 days.

2 MR. MILJKOVIC: It matters because  
3 company has not replied, does not listen when  
4 somebody talks, and so on.

5 THE WITNESS: And I think I explained to  
6 you, your Honor, what happened with that. I'm not  
7 sure when the first, when we received the first  
8 letter from the Public Utilities Commission, but I do  
9 know that at the end of February I received a notice  
10 that I did not respond to a complaint notice from  
11 like a month before, which I could not locate so they  
12 gave us a new copy and we responded right away. On  
13 the first one I don't know what happened.

14 THE EXAMINER: If you did, fine, I missed  
15 that, but now you've answered it.

16 THE WITNESS: Yeah.

17 Q. (By Mr. Miljkovic) Mr. Ardelean, did you  
18 send from your fax this to my manager?

19 A. What does that have to do with this

20 complaint?

21 Q. I'm just asking you.

22 A. I don't know.

23 THE EXAMINER: Well, this isn't

24 introduced into evidence.



1           MR. MILJKOVIC: Mrs. Stoneking did not  
2 want to -- I send it to her.

3           THE EXAMINER: This is, I think you're  
4 holding the same document that we started talking  
5 about at the end of your presentation of testimony,  
6 and we ended up not marking it, it's not --

7           MR. DORTCH: Correct, your Honor.

8           THE EXAMINER: -- part of the record at  
9 this point. I don't even know what's in there. So  
10 now you're asking him about it and he hasn't seen it  
11 to my knowledge. I would think that it should have  
12 already been introduced as something relevant to this  
13 case before you start asking questions about it, and  
14 you didn't introduce it.

15          MR. MILJKOVIC: Well, I tried.

16          THE EXAMINER: Well, I didn't really hear  
17 you ask for it. At one point I basically offered to  
18 take it in, but you never really explained it and you  
19 didn't ask me to accept it. So I'm going to rule

20 that you should have done that earlier in the case  
21 based on the discussion that we've already had today.  
22 Since you didn't, I'm going to rule that you can't  
23 ask questions about it now.  
24 Do you have anything else to ask of this

1 witness?

2 MR. MILJKOVIC: No.

3 THE EXAMINER: All right. I have one  
4 question. I noticed that on most of the Primo bills  
5 that I saw entered today that the minutes of the  
6 calls all seem to be rounded off.

7 THE WITNESS: Yes, they are.

8 THE EXAMINER: How does the rounding  
9 work?

10 THE WITNESS: It's rounding up to the  
11 nearest minute.

12 THE EXAMINER: And it starts once you  
13 cross one minute it becomes two minutes?

14 THE WITNESS: Yes.

15 THE EXAMINER: Okay. That's the only  
16 other question I have of this witness. Did you have  
17 any --

18 MR. DORTCH: No rebuttal questions, your  
19 Honor.

20           THE EXAMINER: So we're done with this

21 witness.

22           MR. DORTCH: The company has no further

23 witnesses, your Honor.

24           THE EXAMINER: Do you have anything else

1 to present?

2 MR. DORTCH: No, your Honor. Other than  
3 at this point in time I would ask to move into  
4 evidence a document that I referred to both as Primo  
5 Exhibit 1 and Cross-examination 1, and Primo Exhibit  
6 No. 2.

7 THE EXAMINER: Do you have any objections  
8 to me admitting those into evidence?

9 MR. DORTCH: These are the two.

10 MR. MILJKOVIC: What is this?

11 MR. DORTCH: This is one of your bills,  
12 sir, that you didn't move into evidence and I have.

13 THE EXAMINER: The way they came up is he  
14 started asking you questions that you answered during  
15 your first testimony. Since he asked questions about  
16 it that you answered --

17 MR. MILJKOVIC: What is the question  
18 about?

19 MR. DORTCH: Do you have any objections

20 to this being in evidence?

21 MR. MILJKOVIC: Yes. This call to

22 Montreal was connected, so I owed -- How much? -- 6

23 cents.

24 MR. DORTCH: Okay. Very good.

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1 MR. MILJKOVIC: So why was I --

2 MR. DORTCH: And this is Exhibit No. 2.

3 THE EXAMINER: Let me explain what's

4 going on. You brought all these documents up and you

5 wanted the Commission to use them in making its

6 decision.

7 MR. MILJKOVIC: Yes.

8 THE EXAMINER: Before I said that the

9 Commission could use them he had a chance to object

10 to every one of these, and he didn't object. Now

11 it's your chance to object to the two documents that

12 he wants the Commission to use in making its

13 decision.

14 If you have some reason why the

15 Commission shouldn't use that in basing its decision,

16 this is your chance to explain what your reason is.

17 MR. MILJKOVIC: This is all right.

18 I'm not an expert. I just do not

19 understand this at all. I can only say that -- I can

20 give a statement regarding this.

21 THE EXAMINER: You can make that

22 statement at this time. This is not in terms of

23 testimony, but --

24 MR. MILJKOVIC: No. No. A short



1 statement.

2 THE EXAMINER: -- an objection.

3 MR. MILJKOVIC: I phoned AT&T in November  
4 and I asked them to block my service with --

5 THE EXAMINER: Now this is back to the  
6 statement you were making a few minutes ago.

7 MR. DORTCH: And, your Honor, this is a  
8 communication between Mr. --

9 THE EXAMINER: I'm going to let you make  
10 that kind of statement, and if you want to hold that  
11 in your hand while you do it, that's fine, but right  
12 now I'm just going to go ahead and rule that what  
13 you're saying is not an objection to the exhibit,  
14 it's just new testimony, which I'm going to allow you  
15 to make, and you're going to be subject to  
16 cross-examination on it, but I want you to explain  
17 whether or not the Commission can use this document  
18 in making its decision.

19 MR. MILJKOVIC: I object this document.

20 THE EXAMINER: Okay. All right. Now if

21 you would like to make the statement that you've

22 tried twice to make, you can go ahead and do that

23 now.

24 - - -

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1 REDIRECT TESTIMONY

2 MR. MILJKOVIC: All right. I phoned my  
3 local distance -- my local telephone company in  
4 November and I asked them to block my long-distance  
5 service with Primo Communications because it was my  
6 local telephone company when I moved; they  
7 automatically assigned me the same company as I did  
8 on my previous telephone number. So my telephone was  
9 blocked. I could not make any long distance  
10 telephone calls through Primo Communications.

11 Now, suddenly in January I think I had  
12 Primo Communications again as my long-distance  
13 company without my consent, without my asking my  
14 local distance company to switch me to Primo  
15 Communications again. And again, and as I said, I  
16 provided the history of telephone switches and I  
17 spoke to Susan whatever her name is in Global  
18 Crossing and she affirmed that I was slammed. That's  
19 all.

20 I am not an expert to know about  
21 switching to this and that, what is interLATA,  
22 intraLATA, so on, and so on; it's the business of  
23 people who do that.  
24 THE EXAMINER: Okay. I accept that as

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1 your further explanation of testimony you've already  
2 given and I'll allow Mr. Dortch any chance to  
3 cross-examine on this additional testimony.

4 MR. DORTCH: Thank you, your Honor.

5 - - -

6 FURTHER CROSS-EXAMINATION

7 By Mr. Dortch:

8 Q. Mr. Miljkovic, so I understand what you  
9 were just talking about, your concern is that in  
10 November when you were changing over from 216 area  
11 code to 440 area code, that you contacted AT&T and  
12 said "Whatever you do, don't put me with Primo  
13 Communications"; is that right?

14 A. Yes.

15 Q. What exactly did you tell them? Did you  
16 tell them who you wanted your new carrier to be?

17 A. No.

18 Q. Did you tell them --

19 A. Because I had my carrier at that time.

20 Q. Who was your carrier?

21 A. APS through an access telephone number

22 because I was every now and then blocked by Primo

23 Communications and I had to have access to a

24 long-distance service.

1 Q. But APS was billing you for dial-around

2 service, correct?

3 A. No. What is a dial around? I don't

4 know, I'm sorry.

5 Q. You earlier told us that they were

6 billing you for dial-around.

7 MR. ARDELEAN: Using codes.

8 Q. So you didn't just pick up the phone and

9 dial directly, you had to enter a code.

10 A. Yes. Yes.

11 Q. Yes. So APS wasn't designated as your

12 carrier; do you understand that?

13 A. I do. In a sense, yes.

14 Q. They were not designated as your carrier;

15 do you understand that? Because you had to dial a

16 special code to access their service, right?

17 A. Yes. But they were my long distance --

18 Q. You were happy with that.

19 A. Yes. I was.

20 Q. Okay. And there's no reason why you  
21 couldn't still use APS whether Primo blocks your use  
22 of its service or not, correct? You could still  
23 enter that same code and still call Serbia or  
24 Montreal or anywhere in the world --



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1 A. Well, do you know --

2 Q. -- using APS's service, correct?

3 A. What is an access code?

4 Q. It's the code that you dial before you

5 dial the phone number.

6 A. Right. And it is 800 number. No one can

7 block 800 numbers because they are free.

8 MR. ARDELEAN: It's a dial around.

9 Q. It's a 1-800 dial-around number.

10 A. But Primo Communications could not block

11 800 number.

12 Q. And they weren't -- no, sir.

13 A. They could block anything else, but not

14 the --

15 Q. They wouldn't be blocking APS, for

16 example, they were only blocking your ability to use

17 Primo's direct service.

18 A. Yes.

19 Q. Okay.

20       A. I canceled. I don't know whether they

21 blocked it.

22       Q. What did you tell them? What did you

23 tell AT&T?

24       A. "I want you to block my access to Primo

1 Communications."

2 Q. And did they say "Whose service would you  
3 like?"

4 A. I don't remember, but there is a --

5 Q. Did they say "Would you like AT&T  
6 long-distance service?"

7 A. But there is a choice that you have no  
8 long-distance service, that one can use an access  
9 code.

10 Q. And so you're aware of that, that there  
11 is a choice you can make to have no local  
12 long-distance carrier.

13 A. I had to because I was blocked by Primo  
14 and I could not conduct my long distance telephone  
15 calls.

16 Q. But you could use --

17 A. Earlier --

18 Q. But you could use APS's service.

19 A. Of course. I used APS service since

20 July.

21 Q. Okay. And you're telling me now that you  
22 told AT&T to make certain Primo wasn't your carrier.

23 A. Yes. "Block me. I don't want Primo to  
24 be my carrier. I have an access through APS."

1 Q. And you heard Mr. Ardelean say that you  
2 were blocked on probably October 27th or 28th.

3 A. Probably, yes.

4 Q. Okay. And according to what I have in  
5 front of me, which is Exhibit No. 14, Plaintiff's  
6 Exhibit 14, it appears that the moving code was  
7 executed on November 8th, 2006; is that right?  
8 Does that sound right to you?

9 A. It was -- I moved on the 1st, but in  
10 their records they showed it as 8th; I don't know  
11 why.

12 Q. Okay. When did you contact AT&T?

13 A. Because they made a mistake, and they  
14 were very nice. When I moved, as a matter of fact,  
15 when I moved, I just -- they ask you this and that  
16 and I said "I do not want a long-distance service  
17 with Primo," but they still made a mistake and  
18 they --

19 Q. Okay. So although you told them, if I

20 understand correctly, you told AT&T whatever, "I

21 don't want Primo Communications" --

22 A. Right.

23 Q. -- you understand that AT&T made a

24 mistake and nonetheless put you with Primo

1 Communications, correct?

2 A. Yes.

3 Q. Okay.

4 A. Probably. But then on the 8th of

5 November when I realized that I'm with Primo again, I

6 phoned them and I explained, "I asked you to not put

7 me with Primo -- with Global Crossing or whatever. I

8 do not want to have them." And they were very nice.

9 They even gave me credit for their mistake.

10 Q. So if I understand where we're going with

11 this, what I'm seeing here is that on November

12 28th there was a customer changed carrier and again

13 on, well, not again until March did the customer

14 change carrier. Are you trying to tell me that you

15 tried to change carriers and Primo reached out there

16 and said, "No, you can't do that. You've got to be

17 my carrier and I won't provide you service"? Is that

18 what you believe happened?

19 A. No. I asked my local telephone company

20 not to have --

21 Q. A long-distance carrier.

22 A. Yes.

23 Q. No long-distance carrier.

24 A. And I got a bill from my local telephone



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1 company that I had changed my telephone -- long  
2 distance telephone provider, and I said "I didn't."  
3 So I -- and I said "I didn't," and they -- so I found  
4 out that I didn't, and I spoke to Susan and she said  
5 that I was picked up by Primo Communications.  
6 Simple. Very simple.

7 Q. I still don't understand, sir. You're  
8 telling me that you told AT&T "I don't want a  
9 long-distance carrier."

10 A. In November --

11 Q. In November.

12 A. -- 2006 or '7.

13 Q. And you admit somehow or another AT&T put  
14 you with Primo and Global Crossing.

15 A. After a couple of months.

16 Q. So there was a mistake there somehow.

17 A. Right.

18 Q. And you understand that's a mistake by  
19 AT&T somehow to do this.

20       A. No. No. No. You are -- it was a  
21 mistake when I moved and it was the 1st of November  
22 2006 when they -- when I moved from 216 to 440. But  
23 on November the 8th I spoke to my local telephone  
24 company and I asked them to remove Primo from my

1 account, to block me, and they did. They apologized

2 and they did.

3 Q. Okay. So the issue, then, isn't Primo

4 blocking you. You're saying that you blocked Primo.

5 So I don't understand why we have a problem here

6 today then.

7 A. The problem is that after a couple of

8 months I got a bill from my local telephone company

9 and that bill --

10 Q. Is that bill in evidence now?

11 A. Yes, it is.

12 Q. Do you know the exhibit number?

13 MR. ARDELEAN: It's the one with the

14 dollar 45 charge.

15 Q. It's the dollar 45 charge in February.

16 A. Yeah, twice.

17 Q. That's an interLATA and intraLATA change.

18 A. So if that was me that I had changed my

19 telephone -- long distance telephone company, and I

20 did not.

21 Q. Do you understand that if you make a

22 change, you have a carrier, the carrier is Primo or

23 Global Crossing or AT&T or anybody, and if you tell

24 them "Change that, I don't want a carrier," that's a

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1 carrier change, sir? And some phone companies charge

2 for that; you understand that?

3 A. Uh-huh.

4 Q. So is your complaint now that AT&T

5 charged you for that carrier change?

6 A. Yes, they did.

7 Q. Why does that concern Primo

8 Communications at all?

9 A. I don't know.

10 Q. I don't either.

11 A. Primo Communications should know why I

12 was slammed by them.

13 Q. They didn't slam you, sir.

14 A. Yes, they did.

15 Q. Okay. Let's try to go through this

16 history real quick. In May 2006 you asked Primo for

17 service from Primo, correct?

18 A. (Witness nods head.)

19 Q. And you asked for that, correct?

20 A. Uh-huh.

21 Q. Now, you got blocked --

22 A. Every now and then.

23 Q. You got blocked, and then in September

24 you had a conversation with Miss Hamilton and

1 Mr. Ardelean and you asked Primo to unblock you.

2 A. Yes.

3 Q. Okay. And we get to November and you  
4 change phone numbers and you show up on Primo's  
5 system, and you understand that that's a mistake  
6 because you told AT&T "I don't want a carrier. I  
7 don't want any long-distance carrier."

8 A. Right.

9 Q. But nonetheless you showed up on Primo's  
10 system, and you concur that had to have happened  
11 through an AT&T mistake.

12 A. I don't know.

13 Q. Okay. And then in February you get  
14 charged a dollar 45 --

15 A. Twice.

16 Q. -- twice because it's interLATA and  
17 intraLATA. So you get charge \$2.90 --

18 A. Yes, without my consent.

19 Q. Without your consent. By AT&T.

20       A.   Yes.

21       Q.   Because you told AT&T "I don't want any

22 long-distance carrier."

23       A.   Right.

24       Q.   And that is a change.



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1 A. And my telephone was blocked by my

2 long-distance company.

3 Q. So \$2.90. And you're suing Primo because

4 AT&T charged you that.

5 A. Yes, because they do that whenever I

6 switch long-distance provider -- whenever my long

7 distance --

8 Q. And was that your decision --

9 A. -- have been switched.

10 Q. It was your decision --

11 A. No, it was not.

12 Q. -- to tell AT&T "I don't want Primo."

13 A. In November, yes.

14 Q. In November.

15 A. Yes.

16 Q. And did you then -- did it show up on

17 your bill in January or December? Did it show up in

18 December?

19 A. Yes, it did.

20 Q. Okay. Did you bring a December bill?

21 A. Why should I bring a December bill?

22 Q. I'm asking you, because you're now

23 telling me that you got charged --

24 A. "You chose not to have a long-distance

1 service" something; I don't know where it is. But I

2 cannot -- all right, it's "Our records indicate" -- I

3 don't know where the bill is. It's very simple,

4 Mr. Dortch. Very, very simple. In November I asked

5 my local telephone company to block me --

6 Q. And you got charged --

7 A. -- to block me from Primo Communications.

8 And then I was switched to Primo Communications again

9 without my consent and that is a slamming action.

10 Q. And you acknowledge that you got on Primo

11 because they wouldn't have followed you to 440, they

12 had no way of knowing where you went, so that had to

13 be a mistake by AT&T.

14 A. Yes, in November.

15 Q. It had to be.

16 A. Yes.

17 Q. Because Primo had no way of knowing where

18 you would go.

19 A. Yes.

20 Q. Okay.

21 MR. ARDELEAN: Have no way of knowing the

22 new number.

23 Q. So you get a new number from AT&T --

24 A. Correct.

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1 Q. -- and somehow or another AT&T makes a  
2 mistake and they leave you with Primo.

3 A. Yes.

4 Q. And then that's November.

5 A. Uh-huh.

6 Q. That is November 8th, and they leave  
7 you with Primo, and what we're seeing is that you're  
8 blocked on the 17th. So you don't have that  
9 service anymore.

10 And then on January 20th you receive a  
11 charge --

12 A. Yes, sir.

13 Q. -- okay, to change your long-distance  
14 carrier.

15 A. Yes. And it says -- I'm sorry. "Our  
16 records show" --

17 Q. Global Crossing.

18 A. Long-distance change. "Our records  
19 indicate that your primary local toll and long

20 distance" --

21 Q. The new company is Global Crossing.

22 A. Yes.

23 Q. Or a company that resells services for

24 Global Crossing.

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1 A. Primo Communications.

2 Q. Or many other companies.

3 A. No.

4 Q. You weren't trying to switch to some

5 other provider --

6 A. No.

7 Q. -- of service at that time?

8 A. No. Primo Communications. There is a

9 history of my telephone --

10 Q. I agree, there's a history right here,

11 and it says that you're trying to change. It says

12 that there is a change being sought. It says you're

13 billed for a change, okay?

14 A. Yes.

15 Q. To Global Crossing or a reseller. Primo

16 Communications is not the only reseller of Global

17 Crossing.

18 A. I know, but I spoke to Susan in Global

19 Crossing slamming department, slamming specialist,

20 and she said that it was Primo Communications.

21 Q. And do you know where Susan got that  
22 information?

23 A. Why should I know? Do I work --

24 Q. Well, because you --



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1 A. Am I slamming the specialist?

2 Q. Is Susan a slamming specialist? Do you

3 know? Do you have any idea? Is it possible that

4 Susan got that information by looking here and

5 seeing, "Oh, I see that's Primo's code, therefore, it

6 must be Primo"?

7 A. You know --

8 Q. Do you know?

9 A. Yes, I do. Because she was so nice, so

10 obliging, she spoke --

11 Q. So because she's nice, she's right.

12 A. She spoke to me twice or three times.

13 Q. Okay.

14 A. Because I spoke to her in the morning and

15 she said that she had to research more about that,

16 and she phoned in the afternoon and she was very nice

17 and she said it was Primo, whether it was a mistake

18 by them or, I don't know, but it was Primo

19 Communications.

20 Q. Very good. Thank you, sir. I have no  
21 other questions regarding that topic.

22 A. And then I talked to somebody in Primo  
23 Communications and instead of saying "All right,  
24 we'll pay you those \$3, just leave us alone. We'll

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1 switch you off and on until you pay our bill."

2 THE EXAMINER: All right. Thank you. Do  
3 you have anything else to add at this time to your  
4 case?

5 MR. MILJKOVIC: No.

6 THE EXAMINER: Okay, then both parties  
7 have rested and so we're at the close of this hearing  
8 in terms of presentation of evidence. Would you like  
9 to make a closing statement, and if so -- I mean,  
10 what I would like it to be, if you choose to make  
11 one, would be kind of summarize what it is that you  
12 are seeking in this case and why you think you're  
13 entitled to it. But if you don't want to make it,  
14 you don't even have to make it.

15 MR. MILJKOVIC: I would like to make a  
16 statement. It was never the matter of the money.  
17 I've spent more money on these papers, on my, you  
18 know, traveling from Cleveland to Columbus and back.

19 The matter of the fact is that Primo

20 Communications was very rude to me when I first  
21 addressed them, I mean not -- after getting my first  
22 bills. The matter of the fact is that Mr. Ardelean  
23 called me a scamming or somebody else a fucking or a  
24 freaking, I'm sorry, a fucking or a freaking

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1 government employee, and I was -- and I'm so happy  
2 and satisfied that in this country there are  
3 government employees who will -- I'm sorry, I got  
4 confused.

5 THE EXAMINER: Just take your time.

6 MR. MILJKOVIC: -- government employees  
7 who will chase bad telephone companies. That's all.

8 And as you know, my first request was to  
9 send a letter of apology to Miss Hamilton, and I'm  
10 thankful to both of you that she got it. I also send  
11 a letter of apology on my part because we should not  
12 have gone through this.

13 THE EXAMINER: Is that all?

14 MR. MILJKOVIC: And I just want to say  
15 that I am 100 percent aware that I was slammed by  
16 Primo Communications, whether it was by mistake, most  
17 probably, but I tried to resolve it and I was told  
18 that I will be switched on and off until I pay my  
19 bill. So that's all.

20 THE EXAMINER: Okay. Thank you.

21 Mr. Dortch, would you like to make a

22 closing statement?

23 MR. DORTCH: Very, very briefly, your

24 Honor.

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1           In short, as I understand Mr. Miljkovic's  
2 complaints, they are four. He is upset that he was  
3 charged a total of 90 cents for five calls to Serbia  
4 and asserts that he did not reach his intended party  
5 in Serbia; and he is upset that there was a \$5 charge  
6 imposed by AT&T to switch him to Primo  
7 Communications' service initially.

8           I believe, although I am not certain,  
9 that Mr. Miljkovic believes that these two issues  
10 have been resolved. As I say, I am not at all  
11 certain that that's the case, but in any event, it  
12 does appear that there was an agreement between the  
13 parties that Mr. Miljkovic would receive a \$5 credit  
14 should he merely pay his bill. He didn't pay his  
15 bill and he never received that \$5 credit. Sadly,  
16 end of story, and it's a lot of effort over what may  
17 be a miscommunication.

18           Mr. Miljkovic's other two complaints, as  
19 I understand it, are what he terms a slamming

20 complaint. It is not physically possible for a  
21 company to slam someone back to themselves, and so  
22 that -- clearly, there's no basis for that complaint  
23 on the facts as we see them, particularly Exhibit 14  
24 Mr. Miljkovic himself proffered into evidence



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1 indicates there's no basis for a slamming complaint.

2 The other issue, the final issue that I

3 believe I understand to be Mr. Miljkovic's complaint

4 is the issue of him being blocked, for PIC codes

5 being blocked in repeated fashion between November

6 and March of 2007-2008.

7 I see him nodding in agreement with that.

8 So long as --

9 MR. MILJKOVIC: Every now and then.

10 MR. DORTCH: Wait a minute, sir. This is

11 my turn to talk.

12 So long as he remained a Primo

13 Communications customer, and a nonpaying customer at

14 that, they had every authority to block his use. As

15 soon as -- in March of 2007 as soon as a customer

16 change was properly effected by Mr. Miljkovic,

17 clearly that involved going to someone off the 440

18 PIC code, he's gone. He disappears. Primo

19 Communications doesn't know where he goes and,

20 frankly, doesn't care.

21           The end of the story is that it makes no

22 sense to block him merely for the sake of repeating

23 the block. So long as he is still their customer,

24 though, they do not want him incurring additional

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1 charges that he will not pay and that's a perfectly  
2 legitimate business concern.

3 Finally, I'd mention the standard of  
4 proof here is, of course, on Mr. Miljkovic to prove  
5 that the company's actions are undue, unjust,  
6 unreasonable, unlawful. I don't see any evidence  
7 before me here, your Honor, to suggest that  
8 Mr. Miljkovic has met that standard, and I would ask  
9 for an entry in favor of the company.

10 THE EXAMINER: All right. Thank you.  
11 It's not my practice to allow anybody to make a  
12 further statement after their closing statement, so  
13 I'm going to bring this hearing to a close, and I  
14 thank everyone for their participation.

15 MR. DORTCH: Thank you, your Honor.

16 (EXHIBITS ADMITTED INTO EVIDENCE.)

17 (The deposition concluded at 5:13 p.m.)

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CERTIFICATE

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I do hereby certify that the foregoing is a  
true and correct transcript of the proceedings taken  
by me in this matter on Tuesday, September 9, 2008,  
and carefully compared with my original stenographic  
notes.

---

Maria DiPaolo Jones, Registered  
Diplomate Reporter and CRR and  
Notary Public in and for the  
State of Ohio.

My commission expires June 19, 2011.  
(MDJ-3254)

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