

FILE

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April 30, 2010

**PUBLIC UTILITIES COMMISSION OF OHIO**

Docketing Division  
180 East Broad Street  
Columbus, Ohio 43215-3793

Re: *William Steven Gandee, D.C. v. Choice One Communications of Ohio, Inc., d/b/a, One Communications* – Case No. 09-51-TP-CSS

*Brian Longworth, D.C. v. Choice One Communications of Ohio, Inc., d/b/a, One Communications* – Case No. 09-52-TP-CSS

To the Docketing Clerk,

Please find enclosed herein the original and 5 copies of the Claimants Response to Respondent's Motion to Dismiss. Please file the original and the copies. Please return the remaining copies to the undersigned in the self-addressed stamped envelope which I have provided for your convenience. In the meantime, should you have any further questions, please do not hesitate to contact me. Thanking you in advance for your anticipated cooperation. I remain,

Very truly yours,

Thomas A. Skidmore

TAS;tas  
Enclosures

Cc: Michael D. Dortch, Esq.  
Kravitz, Brown & Dortch, LLC  
65 East State Street, Suite 200  
Columbus, Ohio 43215-4277

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BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO **PUCO**

**WILLIAM STEVEN GANDEE, D.C.**

**Complainant,**

**v.**

**CASE NO. 09-51-TP-CSS**

**CHOICE ONE COMMUNICATIONS, INC.  
d/b/a ONE COMMUNICATIONS,**

**Respondent.**

**BRIAN LONGWORTH, D.C.,**

**Complainant,**

**v.**

**CASE NO. 09-52-TP-CSS**

**CHOICE ONE COMMUNICATIONS, INC.  
d/b/a ONE COMMUNICATIONS,**

**Respondent.**

**COMPLAINANT'S RESPONSE TO MOTION TO DISMISS**

Complainants, Brian Longworth, D.C. (hereinafter "Longworth") and William Steven Gandee, D.C. (hereinafter "Gandee") hereby requests that the Commission deny the Motion to Dismiss of Respondent, Choice One Communications, Inc. d/b/a One Communications (hereinafter "One Communications") for the reasons that factual and legal issues exist making such a dismissal inappropriate. Support for the denial of said Motion is set forth in the following Memorandum.

Respectfully submitted,

**THOMAS A. SKIDMORE CO., L.P.A.**



**THOMAS A. SKIDMORE, ESQ. #0039746**

*Counsel for Complainants,*

*Brian Longworth D.C and William Gandee, D.C..*

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## **MEMORANDUM IN SUPPORT**

### **I. INTRODUCTION**

The Respondent, One Communications premises its argument on two factual basic elements contained within the Complaints filed by Longworth and Gandee. The first premise is that One Communications unlawfully obtained control over Longworth and Gandee's telecommunications service from AT&T in November 2006. The second premise is that once it was discovered by Longworth and Gandee that their phone numbers had been unlawfully transferred, One Communications failed to transfer their phone numbers to the requested location. One Communications had relied heavily on a bogus "Letter of Agency" which was not signed by either Longworth or Gandee. In fact, One Communications cannot produce any authoritative document signed by either Longworth or Gandee granting authority to anyone to transfer their respective phone numbers.

### **II. STATEMENT OF THE FACTS**

The Complainants, Longworth and Gandee, are currently licensed chiropractors in the State of Ohio. Brian Longworth, D.C. has been the sole shareholder and principal officer of

Health First Chiropractic Clinic, Inc. (hereinafter "Health First") for more than 10 years. (See Longworth Affidavit attached as Exhibit "A"). William Gandee, D.C. is the sole shareholder and principal officer of Gandee Chiropractic Life Center (hereinafter "Gandee Chiropractic") and has been practicing for more than 27 years. (See Gandee Affidavit attached as Exhibit "B").

In 2006, Longworth, Gandee, and Keith Ungar, D.C. (hereinafter "Ungar") entered into discussions about combining their respective practices. Prior to any formal agreement, Longworth and Gandee moved their chiropractic practices into space shared with Ungar.

Shortly after moving their respective practices, Longworth and Gandee found themselves in significant disagreement with Ungar and expressed their intent and desire to leave the premises. Ungar filed suit in the Summit County Court of Common Pleas entitled *Ungar v. Longworth, et al.*, Case No. CV-2008-07-5109 (later merged into Case No. CV-2008-02-1528 and hereinafter the "Summit County Litigation") and sought a Temporary Restraining Order and Preliminary Injunction to prevent them from leaving. In March 2008 Judge Gallagher denied the Temporary Restraining Order and Preliminary Injunction. Longworth and Gandee were free to leave.

During the course of his twenty-seven years of practice, Gandee held the phone number (330) 724-5521. Gandee had call forwarded his number to the shared location. For 10 years Longworth held the phone number (330) 896-8500. He also had call forwarded his number to the shared location. When Gandee and Longworth requested their numbers be forwarded back to their location, they found that Ungar had illegally directed that their respective phone numbers be ported over to his telecommunications provider the Respondent, One Communications.

Neither Gandee nor Longworth ever authorized any change of the representative for their phone accounts with AT&T. Longworth and Gandee learned that their patients were being directed to Ungar for appointments. Other patients were being informed that Longworth and

Gandee were no longer there and there was no forwarding information. Adding insult to injury, Longworth and Gandee paid for advertising referencing their own phone numbers and the patient calls were going to Ungar.

Simultaneously with their departure from 2828 S. Arlington Road, Akron, Ohio, both Longworth and Gandee contacted first AT&T and then One Communications requesting that their phone numbers be forwarded to their new location. Richard Wheeler, Strategic Compliance Implementation Manager for One Communications Corp, the parent entity of One Communications acknowledges in his affidavit that both Longworth and Gandee had requested the return of their phone numbers beginning in March 2008. (See Wheeler Affidavit, page 2, paragraph 7). One Communications refused their request. (See Wheeler Affidavit, page 2, paragraph 12). One Communications claimed that the numbers were ported to Ungar in reliance upon Ungar's representations and via a Letter of Authority signed by Ungar. Admittedly prior to porting these phone numbers, One Communications received no such authority directly from Longworth or Gandee. In fact, neither Longworth nor Gandee had any business or contractual relationship with One Communications. One Communication had only a contractual relationship with Ungar or his company, "Center for Natural Medicine" (see Exhibit "C" attached).

In the Summit County Litigation, Magistrate Shoemaker held a hearing on May 14, 2009 specifically to address the issues of ownership and/or control of these phone numbers. Gandee's phone number was not in contention at the hearing. It was acknowledged just prior to the hearing by Ungar and Attorney Michael Dortch that Ungar had given up ownership claims to Gandee's number of 330-724-5521. (See Magistrates Decision, Page 2, paragraph 4, attached hereto as Exhibit "D").

Magistrate Shoemaker made the following Conclusions of Law:

"(1) It is first of all concluded that though other matters pend in this matter, the sole

issue for the Magistrate for ruling on the limited Order of Reference and the hearing conducted before him on May 14, 2009 was whether or not the transfer of the phone number 330-896-8500 by the letter of agency described above was authorized by Dr. Longworth and that Dr. Ungar has complete authority to sign the document and otherwise represent to the phone carriers that he was empowered to make such transfer.

(2) It is specifically concluded that Dr. Keith S. Ungar was never authorized, directly or indirectly, in writing or by any oral agreement between himself and Brian Longworth wherein Brian Longworth, directly or indirectly, authorized Keith S. Ungar to transfer Dr. Longworth's phone number of 330-896-8500 into the name of The Center for Natural Medicine as was accomplished by the false representations made by Keith S. Ungar in the letter of agency described above.

(3) In evaluating this matter, including the testimony of the two chiropractic physicians, it is concluded that Dr. Ungar's testimony on the specific subject of the transfer of the phone number lacks significant credibility and at other times appears to be contrived.

(4) As such, it is specifically concluded that there was no authority for the transfer of 330-896-8500 from the control and ownership of Brian Longworth into the name of Keith S. Ungar as was done, and that both Dr. Ungar and his business entities, The Center for Natural Medicine and/or Advanced Pain and Wellness Center, Inc., in any fashion or combination, have no right or claim to such phone number. As a result, the party known as Choice One Communications, Inc., the phone carrier in this matter, is ordered and otherwise directed to forthwith transfer the ownership on the records of such entity and to physically allow a change of such phone number, that being 330-896-8500, into the name of Brian Longworth and to ensure that the corporate records of such business entity show that Keith S. Ungar, or any of the aforementioned two business entities, has no ownership interest in such name. Further, such business records of Choice One Communications, Inc. shall reflect that the actual owner of 330-896-8500 is Brian Longworth, to be used by him at whatever address Brian Longworth forthwith determines he wishes to present to Choice One Communications, Inc. for recordkeeping purposes. Such entity known as Choice One Communications, Inc. shall forthwith effectuate all matters referred to above to allow the change in records and the change in control and ownership of the above-mentioned phone number, and shall file a notice with the Court when such acts have been accomplished." (See Magistrates Decision page 4-5)

Although Ungar had made no further claims to Gandee's phone number 330-724-5521, One Communications continued to hold the number and failed to immediately transfer it back to Gandee. It was not until September 2009 that Gandee reacquired his phone number. The phone number had been wrongfully withheld for approximately 18 months. Gandee no doubt lost patients and thousands of dollars in revenue.

When One Communications continued to refuse to return Longworth's phone number even after the Magistrate's Decision, Longworth requested that AT&T, his telecommunications carrier, port his phone number back to him. He had to provide them with a copy of this Court's decision. Finally via that request, Brian Longworth received his phone number back in July 2009 approximately 15 months after his original request. Longworth also no doubt lost patients and thousands of dollars in revenue.

### **III. LAW AND ARGUMENT**

#### **A. FEDERAL COMMUNICATIONS COMMISSION RULES AND REGULATIONS – TELECOMMUNICATIONS**

Section 258 of the Telecommunications Act of 1996 (47 U.S.C. Section 258(a), Pub.L. No. 104-104, 110 Stat. 56 (1996)) prohibits any telecommunications carrier from submitting or executing an unauthorized change in a subscriber's selection of a provider of telephone exchange service or telephone toll service. This practice, known as "slamming," distorts the telecommunications market by enabling companies that engage in fraudulent activity to increase their customer and revenue bases at the expense of consumers and law-abiding companies.

There are a number of Federal Communication Commission Orders which govern slamming the last which was adopted on February 28, 2003 entitled "Third Order On Reconsideration and Second Further Notice of Proposed Rulemaking" released March 17, 2003. Contained within the lengthy Order are certain definitions which apply here.

When the Commission released the Second Report and Order, it recognized that additional revisions to the slamming rules could further improve the preferred carrier change process and prevent unauthorized changes. In the Third Order the Commission addressed a request which was seeking reconsideration of the Commissions Rules prohibiting carriers that effect requests for subscriber carrier changes submitted by other carriers from "re-verifying"

such requests before executing the requested changes. See Rural LECs, Petition for Reconsideration, CC Docket No. 94-129, at 3-10 (filed March 18, 1999); National Telephone Cooperative Association, Petition for Reconsideration, CC Docket No. 94-129, at 4-18 (filed March 18, 1999).

In re-verification of carrier change requests by executing carriers it is important to define terminology. It is equally important to understand what is expected. In the Second Report and Order, the Commission set forth general distinctions between "submitting carriers" and "executing carriers" in the context of carrier change requests. A "submitting carrier" is defined as any telecommunications carrier that (1) requests on the behalf of a subscriber that the subscriber's telecommunications carrier be changed; and (2) seeks to provide retail services to the end user subscriber. (See 47 C.F.R. Section 64.1100(a); Second Report and Order, 14 FCC Rcd at 1564-65, Paragraph 92).

An "executing carrier" is defined as any telecommunications carrier that affects a request that a subscriber's telecommunications carrier be changed. (See 47 C.F.R. Section 64.1100(b); Second Report and Order, 14 FCC Rcd at 1565-66, Paragraph 94). The Commission clarified that an executing carrier has actual physical responsibility for making the change to the subscriber's service, as opposed to merely forwarding a carrier change request on behalf of a subscriber.

In the Second Report and Order, the Commission affirmed its tentative conclusion that submitting carriers should be responsible for verification of carrier change requests and, regardless of the solicitation method used, should employ one of three verification of carrier change requests and, regardless of the solicitation method used, should employ one of three verification options (written letters of agency (LOA's), electronic authorization, or third party verification). (See Second Report and Order, 14 FCC Rcd at 1567, paragraph 97). In a

subsequent order, the Commission added a fourth verification option – The Internet LOA (Third Report and Order, 15 FCC Rcd 15996, at paragraphs 6-21). The Commission further concluded that an executing carrier may not “re-verify” the submitting carrier’s initial verification of a change request. The Commission agreed with parties that such re-verification would be expensive, unnecessary, and duplicative.

In the Third Report and Order, the Commission concluded that a script for third-party verification should elicit, at a minimum, the identity of the subscriber; confirmation that the person on the call is authorized to make the carrier change; confirmation that the person on the call wants to make the change; the names of the carriers affected by the change; the telephone numbers to be switched; and the types of service involved (i.e., local, in-state toll, out-of-state toll, or international service). Third Report and Order at paragraph 40.

**C. 1345.02 UNFAIR OR DECEPTIVE ACTS OR PRACTICES**

Ohio Revised Code Section 1345.02(E)(1) sets for the following language:

“(E)(1) No supplier, in connection with a consumer transaction involving . . . public telecommunications service to a consumer in this state, shall request or submit, or cause to be requested or submitted, a change in the consumer’s provider . . . of public telecommunications service, without first obtaining, or causing to be obtained, the verified consent of the consumer. For the purpose of this division and with respect to public telecommunications service only, the procedures necessary for verifying the consent of a consumer shall be those prescribed by rule by the public utilities commission for public telecommunications service under division (D) of Section 4905.72 of the Revised Code. Also, for the purpose of this division, the act, omission, or failure of any officer, agent, or other individual, acting for or employed by another person, while acting within the scope of that authority or employment, is the act or failure of that other person.”

**D. 4905.72 UNAUTHORIZED CHANGE IN CONSUMER’S PROVIDER OF NATURAL GAS OR PUBLIC TELECOMMUNICATIONS SERVICES**

“(2) “Public telecommunications service” means the transmission by a telephone company, by electromagnetic or other means, of signs, signals, writings, images, sounds, messages, or data originating in this state regardless of actual call routing, but does not include a system, including its construction, maintenance, or operation, for the provision of telecommunications service, or any portion of such service, by any entity for the sole and exclusive use of that entity, its parent, a subsidiary, or an affiliated entity, and not for resale, directly or indirectly; the provision of

terminal equipment used to originate telecommunications service; broadcast transmission by radio, television, or satellite broadcast stations regulated by the federal government; or cable television service.

(B)(1) No public utility shall request or submit, or cause to be requested or submitted, a change in the provider of natural gas service or public telecommunications service to a consumer in this state, without first obtaining, or causing to be obtained, the verified consent of the consumer in accordance with rules adopted by the public utilities commission pursuant to division (D) of this section."

"(D) The commission shall adopt competitively neutral rules prescribing procedures necessary for verifying the consent of a consumer for purposes of division (B)(1) of this section and any procedures necessary for the filing of a security under division (C)(5) of section 4905.73 of the Revised Code, and may adopt such other competitively neutral rules as the commission considers necessary to carry out this section and section 4905.73 of the Revised Code. With respect to public telecommunications service only, the rules prescribing procedures necessary for verifying consumer consent shall be consistent with the rules of the federal communications commission in 47 C.F.R. 64.1100 and 64.1150."

#### **E. ARGUMENT**

Respondent, One Communications' argument suffers from significant and fatal threshold flaws. First, Respondent, One Communications concedes that only Ungar asked it to port Longworth and Gandee's phone numbers and that he executed an LOA in order to verify. The Respondent, One Communications further concedes that it must meet the requirements of verification set forth by the Federal Communications Commission in 47 C.F.R. Section 64.1130.

First 64.1130, requires that the subscriber's billing name and address and each telephone number to be covered by the preferred carrier change order. Herein lies the first fatal flaw of their argument. The Respondent, One Communications is correct in identifying that Ungar is a "subscriber" as defined under Section 64.1100 for his own phone lines and account with Reespondent, One Communications. 47 C.F.R. 64.1100 defines subscriber as follows:

(h) The term subscriber is any one of the following:

(1) The party identified in the account records of a common carrier as responsible for payment of the telephone bill;

(2) Any adult person authorized by such party to change telecommunications services or to charge services to the account; or

(3) Any person contractually or otherwise lawfully authorized to represent such party.

Longworth's local telephone account was with AT&T for the phone number (330) 896-8500 and he was the "subscriber" for purposes of his account. Ungar admittedly was not.

Gandee's local telephone account was also with AT&T for the phone number (330) 724-5521 and he was the "subscriber" for purposes of that account. Ungar admittedly was not.

The crux of Respondent, One Communications' argument is based upon Ungar being the "subscriber" for the telephone numbers (330) 896-8500 and (330) 724-5521. Ungar never was. In order for One Communications argument to be accepted the Commission would have to determine Ungar to be the "subscriber" of both Longworth and Gandee's phone numbers. Both have executed affidavits attached hereto indicating that Ungar was not. (See Longworth Affidavit ¶15, Gandee Affidavit ¶15) The Respondent, One Communication can provide no evidence to the contrary.

Second, One Communications has provided no record which would indicate that Ungar was identified in the account records of AT&T as responsible for payment of Longworth or Gandee's telephone bill under 47 C.F.R. 64.1100 (h)(1). Contrary to such an assertion Longworth and Gandee's phone bills are attached evidencing the name and numbers on the accounts. (See Exhibits "E" and "F")

Third, under section (h)(2) the Summit County Common Pleas Court already issued a Judgment Entry adopting Magistrate Shoemaker's Decision in which he found that Ungar transferred the telephone number (330) 896-8500 from the control and ownership of Longworth without authority. Without authority, Ungar cannot be the subscriber to Longworth or Gandee's account nor meet the requirements under (h)(2).

Fourth, Respondent, One Communication has presented no evidence to meet the verification requirement under (h)(3) that Ungar was contractually or otherwise lawfully authorized to represent either Longworth or Gandee.

One Communications basically relies upon the argument that it should be absolved from liability because Ungar presented them with a Letter of Authority which contained misrepresentations. Review of the Letter of Agency identifies the "Subscriber's billing name" as Center for Natural Medicine. Further the Letter of Agency identifies the Subscriber's billing address as 2828 S. Arlington Road, Akron, Ohio 44313. (See Letter of Agency attached hereto as Exhibit "G"). The problem is that Longworth and Gandee's phone numbers were both with AT&T under their names. (See AT&T bills attached as Exhibits "E" and "F")

### CONCLUSION

Respondent's entire argument centers around the premise that because Ungar is a "subscriber" then he had the right to authority over Longworth and Gandee's phone number. Longworth and Gandee never gave Ungar any authority over their respective phone numbers.


The authority to make a porting request in this case could only come from Longworth for his phone number and Gandee for his. In reviewing the records from AT&T it is easily determined that no authority over those numbers had been given to Ungar. A simple request to the subscriber Longworth or Gandee would have confirmed this.

Simply put, One Communications failed to verify the original porting request made by Ungar. The numbers were illegally obtained and ported to Ungar and Advanced Pain and Wellness. One Communications refused to return the phone numbers to either Longworth or Gandee in violation of the relevant statutes set forth above. At minimum, genuine issues of material fact exist making Respondent's Motion to Dismiss inappropriate.

**WHEREFORE**, Complainants, Longworth and Gandee hereby request that the Commission deny the Respondent's Motion for to Dismiss for the reasons set forth herein.

Respectfully submitted,

**THOMAS A. SKIDMORE CO., L.P.A.**



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**THOMAS A. SKIDMORE, ESQ. #0039746**  
*Counsel for Complainants,*  
*Brian Longworth D.C. and William Gandee, D.C..*  
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Akron, Ohio 44308  
(330) 379-2745  
(330) 253-9657 Facsimile  
thomasskidmore@rrbiznet.com

**CERTIFICATE OF SERVICE**

A copy of the foregoing has been sent via regular U.S. Mail, postage prepaid this 30th day of April 2009 to:

Michael D. Dortch, Esq.  
*Counsel for Respondent, Choice One Communications*  
65 East State Street, Suite 200  
Columbus, OH 43215-4277



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**THOMAS A. SKIDMORE, ESQ. #0039746**

**IN THE COURT OF COMMON PLEAS  
SUMMIT COUNTY, OHIO**

**KEITH S. UNGAR, D.C.,**

**Plaintiff,**

**v.**

**BRIAN V. LONGWORTH, D.C., et. al.**

**Defendants/Third Party Plaintiffs,**

**v.**

**CHOICE ONE COMMUNICATIONS, INC.**

**d/b/a ONE COMMUNICATIONS,**

**Third Party Defendant.**

**CASE NO. 2008-02-1528**

**JUDGE Mary Margaret Rowlands**

**MAGISTRATE SHOEMAKER**

**AFFIDAVIT OF**  
**BRIAN LONGWORTH, D.C.**

**AFFIDAVIT OF BRIAN LONGWORTH, D.C.**

STATE OF OHIO

COUNTY OF SUMMIT

)  
) SS  
)

I, Brian Longworth, first being duly sworn, depose and state as follows:

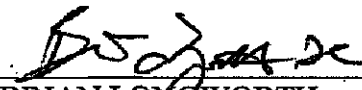
- 1) That I am 18 years of age or older and have knowledge of the facts contained herein, and am competent to testify concerning the same in open court.
- 2) I am a licensed chiropractor in the State of Ohio.
- 3) I am the sole shareholder and principal officer of Health First Chiropractic Clinic, Inc.
- 4) In 2006 I moved my practice to a location shared with Dr. Ungar and Dr. Gandee.
- 5) In 2006 and thereafter we were never able to formalize any type of business relationship.
- 6) Shortly after moving in 2006, I discovered that Dr. Ungar had misrepresented his financial condition, terms of the commercial lease and the size of his practice.
- 7) Ungar failed to show up for appointments and Dr. Gandee and myself had to cover his absence with some of his patients.
- 8) When approaching Dr. Ungar regarding his failure to show up for his patients he became verbally abusive sometimes in front of staff and patients.

**EXHIBIT**

**A**

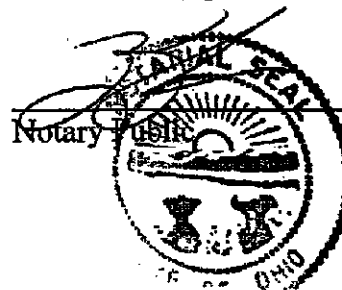
- 9) I contacted Dr. Ungar and informed him of my intent to leave the premises in late 2007 or early 2008.
- 10) When I left Ungar refused to allow me access to computers, software, furniture and equipment going so far as to lock doors and chain down equipment.
- 11) I was informed that Ungar was receiving calls from my patients and failing to notify them of my new location.
- 12) I was forced to purchase new computer software, hardware and medical equipment.
- 13) That for 10 years I held the phone number 330-896-8500 with AT&T through my company Health First Chiropractic, Inc.
- 14) That I never authorized Keith Ungar, D.C. either verbally or in writing to make any changes in that account involving my phone number.
- 15) That I never authorized Keith Ungar, D.C. to port my phone number over to his account with Choice One Communications.
- 16) That I never authorized Choice One Communications to port my phone number from AT&T to them.
- 17) That I personally guaranteed the payment of advertising for my phone number 330-896-8500 and did not receive the calls because Choice One Communications refused to return my phone number to me.
- 18) That I contacted Choice One Communications in March, 2008 after contacting AT&T and requested that my number be forwarded to my new location.
- 19) That in March, 2008 until July, 2009 Choice One Communication refused to return my phone number.
- 20) That as a direct result of Choice One Communications refusal to return my phone number, I have learned that some of my patients were being misdirected and that I lost thousands of dollars of revenue.

**AFFLIANT FURTHER SAITH NAUGHT.**

  
BRIAN LONGWORTH

STATE OF OHIO           )  
                                  ) ss.  
COUNTY OF SUMMIT    )

SWORN TO before me and SUBSCRIBED in my presence this 16<sup>th</sup> day of November  
\_\_\_\_, 2009.



BRIAN K. SKIDMORE  
Notary Public - State of Ohio  
My Commission has no expiration date  
Section 147.03 R.C.

**IN THE COURT OF COMMON PLEAS  
SUMMIT COUNTY, OHIO**

**KEITH S. UNGAR, D.C.,**

**Plaintiff,**

**v.**

**BRIAN V. LONGWORTH, D.C., et. al.**

**Defendants/Third Party Plaintiffs,**

**v.**

**CHOICE ONE COMMUNICATIONS, INC.  
d/b/a ONE COMMUNICATIONS,**

**Third Party Defendant.**

**CASE NO. 2008-02-1528**

**JUDGE Mary Margaret Rowlands**

**MAGISTRATE SHOEMAKER**

**AFFIDAVIT OF  
WILLIAM GANDEE, D.C.**

**AFFIDAVIT OF WILLIAM GANDEE, D.C.**

STATE OF OHIO

COUNTY OF SUMMIT

)  
) SS  
)

I, William Gandee, first being duly sworn, depose and state as follows:

- 1) That I am 18 years of age or older and have knowledge of the facts contained herein, and am competent to testify concerning the same in open court.
- 2) I am a licensed chiropractor in the State of Ohio.
- 3) I am the sole shareholder and principal officer of Gandee Chiropractic Life Center, Inc.
- 4) In 2006 I moved my practice to a location shared with Dr. Ungar and Dr. Longworth.
- 5) In 2006 and thereafter we were never able to formalize any type of business relationship.
- 6) Shortly after moving in 2006, I discovered that Dr. Ungar had misrepresented his financial condition, terms of the commercial lease and the size of his practice.
- 7) Ungar failed to show up for appointments and Dr. Longworth and myself were left to cover treatment for some of his patients.
- 8) When approaching Dr. Ungar regarding his failure to show up for his patients he became verbally abusive sometimes in front of staff and patients.

**EXHIBIT**

**B**

- 9) I contacted Dr. Ungar and informed him of my intent to leave the premises in late 2007 or early 2008.
- 10) When I left Ungar refused to allow me access to computers, software, furniture and equipment going so far as to lock doors and chain down equipment.
- 11) I was informed that Ungar was receiving calls from my patients and failing to notify them of my new location.
- 12) I was forced to purchase new computer software, hardware and medical equipment.
- 13) That for 27 years I held the phone number 330-724-5521 with local phone carriers including AT&T through my company Gandee Chiropractic Life Center, Inc.
- 14) That I never authorized Keith Ungar, D.C. either verbally or in writing to make any changes in that account involving my phone number.
- 15) That I never authorized Keith Ungar, D.C. to port my phone number over to his account with Choice One Communications.
- 16) That I never authorized Choice One Communications to port my phone number from AT&T to them.
- 17) That I contacted Choice One Communications in March, 2008 after contacting AT&T and requested that my number be forwarded to my new location.
- 18) That in March, 2008 until September, 2009 Choice One Communication refused to return my phone number.
- 19) That as a direct result of Choice One Communications refusal to return my phone number, I have learned that some of my patients were being misdirected and that I lost thousands of dollars of revenue.

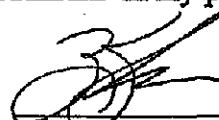
**AFFIANT FURTHER SAITH NAUGHT.**



\_\_\_\_\_  
WILLIAM GANDEE

STATE OF OHIO            )  
                                      ) ss.  
COUNTY OF SUMMIT    )

SWORN TO before me and SUBSCRIBED in my presence this 16<sup>th</sup> day of November  
\_\_\_\_, 2009.

  
\_\_\_\_\_  
Notary Public

**BRIAN K. SKIDMORE**  
Notary Public - State of Ohio  
My Commission has no expiration date  
Section 147.03 R.C.

# ChoiceOne

Communications

1 Gojo Plaza Suite 100  
Akron, OH 44311

330.762.2000 Phone  
330.379.2202 Fax

## Order Desk Fax Coversheet / Check Sheet

Salesperson:

Stephen Kale

Number of pages including cover sheet:

7

Salesperson

Admin

✓
✓
✓
✓
✓

X
X
✓

Check Sheet

Electronic Cover Sheet

Original Signed Agreement

Local Bill Copy

Long Distance Bill Copy

\*Resporg.

\*\*800 Bill Copy

\*\*\*Contract Acknowledgement Form

Customer Name:

Center for Natural Medicine

IMAN # 834066

Comments:

V1.1

Voice Order Desk

EXHIBIT

C



## Services Summary &amp; Sales Order Coversheet

1. Client Name	Center for Natural Medicine	6. Documents sent with sales order:
2. Client Billing Tel#	330-844-7248	<input checked="" type="checkbox"/> Service Agreement <input type="checkbox"/> IOB <input type="checkbox"/> ISP Transfer Letter
3. Client e-mail Address		<input type="checkbox"/> ChoiceXchange Firm <input type="checkbox"/> InterNia LOA <input type="checkbox"/> Distance Map
4. Client appointment date		<input type="checkbox"/> ChoiceOnePlus <input type="checkbox"/> Number Resrv Cnfrm <input type="checkbox"/> Resp Org
5. Client appointment time		<input type="checkbox"/> ChoicePath <input type="checkbox"/> Tax Exempt Docs <input type="checkbox"/> CSR
		<input type="checkbox"/> Directory Pages <input type="checkbox"/> Current Bill Copy
		7. Total pages sent
		8. Total number of T-1s ordered

Salesperson-Billing System	Kala, Stephen A	5361	Agent Manager ID	
Salesperson-SOT	Kala, Stephen A	5361	Agency (PBP)	
Sales Office	Akron		Agent ID	
			Referral Agent	
ChoicePath			Web Hosting	
ChoiceXchange	0.00	110.00	9	NAT
ChoiceOnePlus	0.00	50.00	9	Firewall
VoiceMail	0.00	10.00	1	VPN
ChoiceNetJet	0.00	172.00	1	
DS0				

1. Is this a CLEC to CLEC Conversion? <input type="checkbox"/> Yes If yes, name of CLEC:	8. Does client require voice mail? <input checked="" type="checkbox"/> Yes
2. Does client currently have DSL? <input type="checkbox"/> Yes If yes, name of provider:	9. Is client converting all lines to CWON? <input checked="" type="checkbox"/> Yes
3. Does client require hunting? <input checked="" type="checkbox"/> Yes	10. Does client require account codes? <input type="checkbox"/> Yes
4. Does client require toll-free services? <input type="checkbox"/> Yes	11. Is client transferring any domain names? <input type="checkbox"/> Yes If yes, name of domain:
5. Does client require calling cards? <input type="checkbox"/> Yes	12. Is a ChoicePath order also being submitted for this client? <input type="checkbox"/> Yes
6. Does client require fast forward numbers? <input type="checkbox"/> Yes	13. Does client require all orders cut on same day? <input type="checkbox"/> Yes
7. Does client require abbreviated dialing? <input type="checkbox"/> Yes	

Notes: Keep hunt group exactly the same. Port 7 lines, add 2 new (keep out of hunt). Tom Randall to submit data order.

1. Order Type <input checked="" type="checkbox"/> New <input type="checkbox"/> Add <input type="checkbox"/> Move <input type="checkbox"/> VODSL	2. Collocation CVTPOM02 - Akron 533 Portage Lakes, Akron	3. Market AKRON
4. SOT # 834066.01	5. TBS #	6. IManage # 834066
		7. SIC 00000 - Other



# Application for Service, Letter of Agency, and Agreement Choice One / US Xchange

100 Chestnut Street, Suite 700 Rochester, NY 14604-2417  
Client Services: 1-888-832-5801

Salesperson: Kale, Stephen A - 5361

A. Randall - 5344

## Client Information

Client Billing Name: Center for Natural Medicine Contact: Dr Keith Ungar Tel. #: 330-844-7248

Billing Address: 2828 S Arlington Road

City: AKRON

County: SUMMIT

State: OH

Zip: 44312

Site Contact: Dr Keith Ungar

Tel. #: 330-844-7248

Billing Contact: Dr Keith Ungar

Location Name: Center for Natural Medicine

Location Type:

☐ Suite

☐ Floor

☐ Room

☐ Apt.

Street Address: 2828 S Arlington Road

City: AKRON

County: SUMMIT

State: OH

Zip: 44312

Ownership: ☒ Corporation

State of Incorporation: OH

Federal ID #: 34-1928706

☐ Sole Proprietor

Proprietor's Name:

Social Security #:

☐ Partnership

Name of Partner 1:

Social Security #:

Name of Partner 2:

Social Security #:

Name of Partner 3:

Social Security #:

## Local, IntraLATA, Intrastate, Interstate, and Data Services & Products (only selected as checked)

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> ChoiceXchange - Local Dial Tone               | <input checked="" type="checkbox"/> ChoiceOnePlus - Calling Card                                 |
| <input type="checkbox"/> ChoicePath - T-1/DSO Voice and/or Data/Internet          | <input checked="" type="checkbox"/> ChoiceNetJet - Digital Subscriber Line (DSL) Internet Access |
| <input checked="" type="checkbox"/> ChoiceOnePlus - 1 + Long Distance - Interlata | <input type="checkbox"/> ChoiceNetPath - Dedicated Internet Products                             |
| <input checked="" type="checkbox"/> ChoiceOnePlus - 1 + Long Distance - IntraLata | <input type="checkbox"/> Web Hosting   |
| <input type="checkbox"/> ChoiceOnePlus - "Toll-Free"                              |  |
| <input type="checkbox"/> Modem Agreement Attached (required for DSL)              |  |

Term of Agreement in Months: 60

**Party to Agreement:** As used in this Agreement, "Choice One" means the subsidiary or affiliate of Choice One Communications, Inc., as appropriate in the Client's state(s), to provide service to Client as a certified telecommunications entity, including US Xchange entities, which d.b.a. is Choice One and Choice One Communications in certain states. This Agreement incorporates by reference the Acceptable Use Policy ("AUP"), is controlled by the relevant state and federal tariffs, and incorporates regulations for interstate intrastate long distance published at [www.choiceone.com](http://www.choiceone.com).

**Obligations of Choice One:** This form constitutes an Application for Service, CPNI form and notice, Letter of Agency, and, upon acceptance by Choice One, an Agreement between Client and Choice One. No Agreement shall be enforceable until accepted by Choice One. Choice One may, at its sole discretion, reject the application for service of any Client based on failure to comply with the application, insufficient, or unsatisfactory installation information or Client credit information, or may require a deposit from Client at any time.

**Client Satisfaction Guarantee:** Should the Client have a "quality of service problem" that Choice One is unable to resolve [defined as a major service outage, caused exclusively by Choice One, the Client may transfer back to its previous provider(s) at no charge from Choice One (paragraph D, under Client Initiated Early Termination below, will no longer apply). Choice One will pay only the carrier's reasonable and customary tariff charges for a standard conversion. Client agrees that all current and pending Choice One invoices must be satisfied prior to release and conversion. This guarantee does not apply to the speed or availability of DSL service to the Client or to web hosting services.

**Price Guarantee:** If Client agrees to a 12-month, or longer, term: 1) Choice One will not increase Client's basic tariffed monthly recurring service rates for the chosen service(s) during the term; and 2) should Choice One's tariffed monthly recurring rates for the chosen service(s) under the same term plus decrease during the term, the Client shall have the option of converting to a new Service Agreement of equal to or longer term duration than the original full term containing the new rate(s). This guarantee does not apply to web hosting services. If Client is in good standing under this Agreement and has no past due invoices (or DSL is with a new order), and Choice One cannot install DSL service as ordered, Choice One will waive DSL installation charges.

**Client Initiated Early Termination:** If Client has selected a Term of Agreement in Months, as noted above, Client agrees:

- to convert to Choice One for the local, IntraLATA/Intrastate/Interstate/International L1, data, Internet, and/or other services, per this completed form and to be obligated for the quantity of services installed and any CPE (Client Premise Equipment) installed;
- that new/additional like service(s) requested by Client at the original location and locations added subsequent to the date below will be covered by this Agreement and the LOA, and have the same ending Term as this Agreement, if applicable;
- that changes in line quantities or usage volumes after activation will be covered by volume discounts and usage minimum/guarantees in applicable tariffs, and
- that should the Client cancel this Agreement after installation but prior to the end of any Term, to repay Choice One the difference between what the Client has paid at the current term's discounted rates per the Client's Service Agreement, and the same service(s) at rates for the nearest lesser completed term, plus: all waived non-recurring charges, promotional consideration, subsidy consideration, or equipment credits provided since the beginning of the Term; dedicated circuit term plus early termination penalties; any usage minimums; and the fee, if any, for failure to return CPE provided by Choice One.

**ChoiceOne® Freeway Service:** This service, where available, applies only to local calls among on-net Choice One clients. Local usage / toll charges may apply to other calls or calls over duration limits. Limits may apply to ISP calls. More terms and conditions are described in applicable tariffs.

# Application for Service, Letter of Agency, and Agreement for Local, IntraLATA LD, Intrastate/Interstate/International LD and/or Other Services Continued

**Severability, Waiver, and Disconnect for Violation of Laws or Tariffs.** In the event that any term or provision of this Agreement shall be declared invalid, illegal, or unenforceable, in any respect, by any court or regulatory agency of competent jurisdiction, such invalidity, illegality, or unenforceability shall not in any manner affect the validity or enforceability of any other term or provision of this Agreement. Failure by either party to enforce a provision of this Agreement shall not constitute subsequent waiver of such provision. **CHOICE ONE MAY DISCONNECT SERVICE IN ACCORDANCE WITH THE APPLICABLE TARIFF(S) OR BREACH OF THIS AGREEMENT** (e.g., under court order, for non-payment, illegal use of service, violation of Federal/State/Local laws, the AUP, and violation of FCC/PUC rules). The Client agrees that there have been no representations other than those expressly set forth herein or by written signed amendment as allowed.

## Payment Obligations, Termination Prior to Installation, Alteration, Billing, and Ending Date of Agreement

- The Client is responsible for timely payment of all charges for the services and quantities ordered, installed, or used (per contract or tariff, as applicable), EULI, FIOC, taxes, fees, minimum usage fees, and charges for services furnished to the Client. For orders cancelled prior to installation, the Client must pay: 1-month minimum billing, plus applicable one-time charges, set up fees, waived non-recurring charges, promotional consideration, subsidy consideration, and equipment credits provided; any fee assessed for a failure to return leased equipment; any minimum usage fees; and dedicated circuit term plan penalties applied to Choice One. There are no fees for services not installed due to technical limitations or by decision of Choice One. **SERVICE AGREEMENT AMENDMENTS OR WAIVERS ARE VALID ONLY IF AUTHORIZED, WRITTEN, AND SIGNED BY BOTH A CURRENT CHOICE ONE VICE PRESIDENT AND THE CLIENT.**
- Local services are billed pro-rata from the start of service to the end of the current billing period and for one additional billing period in advance.
- All past due invoice amounts are subject to interest at the rate of 1.5% per month or the highest rate allowed by law, if lower.
- Choice One must receive written notice of any dispute within thirty (30) days, or other period as required by applicable tariff, after the invoice date or such invoice shall be deemed correct and binding.
- Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Choice One in the collection of any and all breach of contract actions, bankruptcy (any form), and past due amounts. A fee, as allowed by law or tariff, may be charged for each check returned for insufficient funds.
- The Ending Date of this Agreement shall be the date of the Client's first invoice advanced by the number of months noted in the Term on page 1. Except where prohibited by law, on the Ending Date, this Service Agreement will automatically renew for a new Term equal to the prior Term unless Client renounces as declined the renewal notice sent between 60 and 90 days prior to the Ending Date. Appropriate then-current tariffed recurring term rates will apply upon any renewal, and month-to-month tariffed rates will apply to services used after the end of any term that is not renewed as a term agreement by the Client.

**Assignment.** Client may not assign its rights or obligations under this Agreement without the prior express written consent of Choice One. Any attempted assignment, or attempted change of control or sale of Client's equity or assets (including but not limited to a sale of or lease assignment for the service location(s) of the Client) will automatically terminate this Agreement and all sums due hereunder shall be immediately due and payable. Assignee shall have no rights to the telephone numbers used by Client. Choice One may assign the Service Agreement at any time without prior notice.

**Liability.** Choice One's liability to the Client and to third parties for any and all causes of action is set forth in Choice One's applicable state and federal tariffs, and the AUP, and these shall govern in all cases and are incorporated herein by reference. For all interstate domestic interexchange services, Choice One and Client adopt herein all of the rate and service provisions in the applicable interexchange tariff(s) and/or documents published at [www.choiceone.com](http://www.choiceone.com). No agent or employee of any other carrier shall be deemed to be either for Choice One. Client agrees that Choice One may contact Client via email for service and marketing notifications (e.g., service initiation, product, service, and marketing information). The Client or user will hold Choice One, its officers, directors, employees, and agents harmless from any liability (including, but not limited to, errors in content, information, or viruses) arising from Choice One's communication with the Client via e-mail or the Internet.

**Governing Law and Venue.** This Agreement shall be construed and governed by the laws of the State of New York, excluding its laws concerning conflict of laws. The parties consent to the exclusive personal jurisdiction and venue of the New York Federal and/or State Courts. Any action arising under the Agreement shall be brought in a Federal or State Court located in Monroe County, New York.

I warrant that I have the legal authority to bind the undersigned to this Agreement and that I am free of any third-party obligation preventing me from authorizing Choice One Communications Inc. and/or its subsidiaries and/or authorized agents (collectively "Choice One") to act as my agent for the purpose of TAKING ANY AND ALL ACTIONS REQUIRED (including the removal of any account protection / freezes) required to implement the LOCAL, DATA, INTERNET, INTRALATA LD, INTRASTATE LD, INTERSTATE / INTERNATIONAL LD, and/or other services described herein (and all future incremental services of the same type(s)), for all my physical service and billing locations as noted on this form, or added by me later, including changing my primary long distance carrier(s) and/or my local exchange carrier(s) to Choice One from my current carrier(s). Notwithstanding any agency rule or law to the contrary, this Letter of Agency is valid until revoked by me in writing or by a subsequent valid authorization. I authorize Choice One to notify all appropriate parties, including my current local and/or long distance telephone company(ies), of this decision, and to make the necessary changes for my current and future services without further permission.

I direct my chosen intraLATA and/or intrastate/interstate/international long distance company(ies), if not Choice One, to comply with Choice One's current applicable access tariff(s). Choice One may obtain any records from my local, data, Internet, intraLATA long distance, and/or intrastate/interstate/international long distance phone company(ies) necessary to provide these services. I understand that I may choose only one carrier per telephone number for intraLATA/interstate/international services and, in some states, up to one more carrier per line for intraLATA services. I may be charged a tariffed fee for changing my long distance and/or local phone company(ies), and I understand that I may inquire of Choice One what fees will apply, if any, to these changes. I authorize Choice One and/or its authorized agents to make any and all inquiries necessary for the purpose of obtaining credit information.

I hereby indemnify and hold harmless Choice One, its employees, and agents, from any liability resulting from any credit inquiry, numbering issue, directory listing issue, delay of service issue, loss of business demand, CPNI issue, or liability to me or any third-party for any pre-existing contract (including any minimum payment or usage agreement, or any Centrex or Centrex-like agreement) or obligation I may have regarding my local, data, Internet, intraLATA long distance, and/or intrastate/interstate/international long distance services. I agree that I have no property rights to any telephone numbers assigned to me. I agree that all calling cards ordered hereunder have a \$75.00 per card per month limit, unless I agree to and qualify for a different credit limit.

Company Name: Center for Natural Medicine

Authorized Signature: [Signature]

Title: PRESIDENT

Authorized By (Print): KEITH S. JAGGER

Date: 10/26/02

**DATA SERVICES (applicable if ordered on page 1)**

**IP Addresses:** IP addresses are not portable and not assigned for independent administration or distribution. Client understands that IP assignments are not guaranteed and may be modified as required by Choice One and/or the American Registry for Internet Numbers (ARIN).

**Acceptable Use Policy:** Use of the Choice One's network for Internet access and activity on the Internet must comply with the then-current version of the Choice One Acceptable Use Policy ("AUP") which is made a part of this Agreement and is available at the following URL: [www.choiceone.com/aup.html](http://www.choiceone.com/aup.html), and may change at any time.

**E-Mail (CLIENT ACKNOWLEDGEMENT REQUIRED)**

(Client Initials). By initialing here, Client IS NOT ordering e-mail services at this time, and understands that Client may order e-mail services at any time hereafter, however by delaying an order, Client understands e-mail services will be DELAYED for a minimum of two weeks after an access line is installed.

**Domain Names:** Choice One shall, upon request by Client, perform an availability search, reserve and register Client's desired Domain Name with an accredited Domain Name registration entity. Client will be billed directly by the vendor for registration fees. Choice One does not guarantee that Client will be assigned its desired name, and Choice One is not responsible for any Domain Name that has been issued to any other entity. Client warrants that either Client is the owner of, or is duly authorized by the owner to use, any trademark or name requested or allocated as its Domain Name. Client further warrants that neither Client's nor Choice One's use or registration of Client's Domain Name constitutes infringement of any other entity's Intellectual Property Rights. Choice One shall not undertake to resolve any disputes or litigation on Client's behalf involving Domain Name registration, and Client agrees that it shall indemnify, hold harmless, and defend Choice One against any disputes involving Domain Name use or registration. Client shall be deemed the author and owner of Client's Domain Name and its attendant intellectual rights.

**Inside Wiring (CLIENT ACKNOWLEDGEMENT REQUIRED):** For data services only, Client (circle one) requests (declines) Choice One services at prevailing rates to install inside wires necessary to run up the selected service(s), where the installation of inside wire requires no more than 200 feet of wire within Client premises and, in the sole discretion of Choice One, does not require a complex wiring solution ("Complex Wiring"). Client agrees that Choice One is not required to provide Complex Wiring under this Agreement.

THE CPE EQUIPMENT SERVICES PROVIDED BY CHOICE ONE ARE PROVIDED "AS IS." CHOICE ONE MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR ANY WARRANTY REGARDING THE RELIABILITY OR SUITABILITY FOR A PARTICULAR PURPOSE OF ITS SERVICES. ALL WARRANTY PROVISIONS IN CHOICE ONE'S CURRENT TARIFFS AND THE AUP APPLY. CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT CHOICE ONE EXERCISES NO CONTROL OVER THE NATURE, CONTENT OR RELIABILITY OF THE INFORMATION RESIDING ON OR PASSING THROUGH ITS NETWORK, NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CHOICE ONE, ITS DEALERS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY AND CLIENT MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. CHOICE ONE MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, REGARDING THE QUALITY, ACCURACY OR VALIDITY OF THE INFORMATION AND/OR DATA RESIDING ON OR PASSING THROUGH ANY NETWORK. USE OF ANY INFORMATION OBTAINED FROM OR THROUGH SERVICES PROVIDED BY CHOICE ONE WILL BE AT CLIENT'S OWN RISK.

CLIENT ACKNOWLEDGES THAT CHOICE ONE IS NOT LIABLE FOR ANY ERRORS OR INTERRUPTION IN THE SERVICES, WHETHER WITHIN OR OUTSIDE THE CONTROL OF CHOICE ONE. UNDER NO CIRCUMSTANCES SHALL THE CLIENT HOLD CHOICE ONE RESPONSIBLE FOR ANY FORM OF DAMAGES OR LOSSES (INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSSES) SUFFERED FROM, BUT NOT LIMITED TO ERRORS, DELAYS, LOSS OF INFORMATION, OR INTERRUPTIONS IN SERVICE CAUSED BY CLIENT, CHOICE ONE, OR A THIRD PARTY'S NEGLIGENCE, FAULT, MISCONDUCT OR FAILURE TO PERFORM OR FROM ANY FAULT, FAILURE, DEFECT OR DEFICIENCY IN ANY SERVICE, LABOR, MATERIAL WORK OR PRODUCT FURNISHED IN CONNECTION WITH THESE SERVICES. CLIENT UNDERSTANDS THAT TELECOMMUNICATION AND/OR NETWORK ACCESS SERVICES MAY BE TEMPORARILY UNAVAILABLE FOR SCHEDULED OR UNSCHEDULED MAINTENANCE AND FOR OTHER REASONS WITHIN AND OUTSIDE OF THE DIRECT CONTROL OF CHOICE ONE.

UNDER NO CIRCUMSTANCES DO ANY SUCH ERRORS, DELAYS, INTERRUPTIONS IN SERVICES OR LOSS OF INFORMATION NULLIFY OR MODIFY THESE TERMS AND CONDITIONS. CHOICE ONE IS NOT RESPONSIBLE FOR ANY DAMAGES OF ANY KIND CLAIMED AS A RESULT OF ERRORS OR OMISSIONS OF DIRECTORY LISTINGS OR ADVERTISING OF ANY KIND. THE CLIENT AND CHOICE ONE AGREE TO BE BOUND BY AND COMPLY WITH ALL REGULATIONS, POLICIES, LAWS AND BACKBONE CARRIER REGULATIONS RELATING TO INTERNET SERVICES, INCLUDING BUT NOT LIMITED TO, ACCESS BY MINORS, BULK EMAIL, SPAM, CONTENT, AND OBSCENITY, AND CHOICE ONE'S THEN CURRENT AUP.

**Original and Annual Notice for CPNI (applies to all services)**

This constitutes an ORIGINAL and ANNUAL NOTICE of Client's rights concerning Client Proprietary Network Information (CPNI). CPNI is commonly called the "Client record" and includes the Client's service(s) selection(s), any demographic information gathered, optional features the Client has ordered, and usage data for services. CPNI does not include a Client's name and address. CPNI is protected under Federal law and/or regulations. Choice One has an obligation to protect the confidentiality of CPNI, and the Client has rights regarding the use and confidentiality of CPNI. By signing this form, Client is authorizing Choice One to have access to Client's CPNI to enhance Choice One's ability to offer products and services tailored to the Client's needs, and to offer the broadest range of services to Clients while protecting Client's CPNI rights. Client may disapprove Choice One's use(s) of CPNI at any time by written notification to Choice One at 100 Chestnut Street, Suite 900, Rochester, NY 14604-2431. Withdrawal by Client will not affect the provision, management, or quality of service(s) Client receives from Choice One.

**Acceptance of CPNI Rights and Permission for Choice One to Exercise CPNI Obligations**

I hereby acknowledge that I have the legal authority to and do hereby authorize Choice One Communications, Inc. and/or its employees, subsidiaries, including US Exchange Inc. and its subsidiaries, and authorized agents (collectively "Choice One") to record, maintain, modify, use, and/or exchange my CPNI, as defined under federal or state law or regulation, to install and manage my telecommunications services, as I have previously directed Choice One on a Letter of Agency and Service Agreement. I also authorize Choice One to use my CPNI to determine if additional local, long distance, data, Client premise equipment, Internet, wireless, and/or other services would be of benefit to me and to present same for my review.

I understand that allowing Choice One to make such services available to me may enhance the benefit(s) of my existing service(s) and enhance Choice One's ability to offer products and services tailored to my needs. I understand that I am under no obligation regarding such new services presented to me, unless I agree to accept them. I acknowledge that I understand my rights and obligations as contained in this Notice and Agreement, and hereby indemnify and hold harmless Choice One from any and all liability resulting from Choice One's actions regarding my CPNI or Client records.

Company Name: Center for Natural Medicine

Authorized Signature: [Signature]

Title: PRESIDENT

Authorized By (Print): KEITH S JUNGAR

Date: 6/26/02

**Web Site Development and Hosting (applicable if ordered on page 1)****Web Site Hosting (CLIENT ACKNOWLEDGEMENT REQUIRED)**

(Write "YES" if selected, "NO" if not) NO Client agrees to have Choice One host a Web site for the Client on servers provided by Choice One and made accessible to Internet Web users worldwide. The Client will provide all the necessary information for Choice One to host the web site. Limitations on the complexity, sophistication of design and content, and traffic management to and from the Web site apply. The client agrees to pay all appropriate hosting fees upon the earlier of: A) the client's approval of the Web site, or B) thirty (30) days after signing this Service Agreement. Additional maintenance and changes to the Web site will be billed at the then current rates for post design work.

Client warrants that, if the Web site supplied to Choice One, either Client is the owner of, or is duly authorized by the owner to use, any and all information, graphics, pictures, textual descriptions, servicemarks, trademarks, or other intellectual property, and any and all other information of any type on the Web site. Client further warrants that neither Client's nor Choice One's use constitutes infringement of any other entity's Intellectual Property Rights. Client agrees that it shall indemnify, hold harmless, and defend Choice One against any disputes involving such information, intellectual property, and the Web site itself.

**ChoiceNetJet DSL Modem / T-1 CPE Agreement (applicable if ordered on page 1)**

**Application** Client agrees that the DSL Modem / T-1 CPE (collectively "CPE") described herein will be used by Client at its service address and only in association with the service(s) provided to Client by Choice One under the terms and conditions of the Service Agreement which is attached hereto. Client shall have the use of such CPE during the initial term, any renewal term, or until cancellation or termination of the associated Service Agreement, whichever is earlier.

**Terms of CPE Usage** Client shall not be required to compensate Choice One for the use of the CPE during the term of this Service Agreement, except as noted herein. For a DSL Modem, should Client (a) cancel or terminate this Service Agreement within one year after the effective date of the initial term of this Agreement, for reasons other than the Quality of Service Guarantee provision of this Agreement, or (b) fail to return the DSL Modem as set forth herein, Client shall be required to pay Choice One the amount of Three Hundred Fifty Dollars and No Cents (\$350.00) per DSL Modem. To avoid this charge, the DSL Modem must be returned to a Choice One office within 30-days of termination of DSL service.

A Recovery Fee of \$1,800.00 will apply per CPE unit (except for DSL Modems) that is not recovered by Choice One. To avoid this charge, Choice One must retrieve the CPE, or it must be returned in good working order to a Choice One office within 30-days of termination of the service supported by the CPE. Client shall at all times permit and cause its landlord to permit full and complete access upon demand to the CPE for any purpose, including, but not limited to removal, by Choice One or its authorized agents. Client agrees to pay Choice One a one-time charge in the event Client requests and receives an upgrade to the CPE prior to the expiration of this Service Agreement.

Client agrees to return a DSL Modem to the local Choice One sales office, in good condition (subject to reasonable wear and tear) within thirty (30) days following: (a) the expiration of an initial or renewal term of this Service Agreement, (b) cancellation pursuant to the Quality of Service Guarantee provision in this Service Agreement, or (c) termination or cancellation of this Service Agreement prior to its termination date. Client is required to reimburse Choice One the amount set forth herein, for a failure to return the DSL Modem as set forth in this Section. Client is required to reimburse Choice One for any loss of, or damage to, any CPE while on Client's premises, including but not limited to, loss or damage caused by its landlord (or its agents), agents, employees or independent contractors of Client through any negligence, or willful misconduct, or loss due to theft, fire, or other similar event.

Neither Client, nor its landlord or any third party, shall obtain, nor shall any such party assert, any property right, lien, or any other interest in any CPE furnished by Choice One. All right, title and interest to such CPE remains, at all times, solely with Choice One. Client shall be responsible for, and all costs associated with, providing space on its premises and/or electrical power for any CPE.

**Limitation of Liability** Any defective CPE shall be replaced or repaired by Choice One without cost to Client; provided, however, that such defect was not caused by the negligence or willful misconduct of Client, or for any reason by a third party. Choice One is not liable for any defacement of or damage to the premises of Client, authorized joint use, or landlord resulting from the furnishing of or access to any CPE on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of Choice One.

KSCU

1	Service Activation Fee (assessed once per service location)	40.00	0.00	40.00	0.00	0.0000	
9	Exch Per Cell Band 2 5y3p	0.00	0.00	0.00	10.10-10.10	0.0500	
9	ChoiceOnePlus	0.00	0.00	0.00	0.00	-1.0000	.053
9	Install Charge	45.00	0.00	405.00	0.00	0.0000	
9	Install Charge Waived	-45.00	0.00	-405.00	0.00	0.0000	
1	Mult Line Hunt	10.00	10.00	0.00	0.00	0.0000	
1	Voice Mail Standard	10.00	10.00	0.00	7.50	0.0000	
1	ChoiceNet+ DSL 384k 299	299	299	0	172.00	-	
Totals			\$20.00	\$40.00			

I understand that the Client Initiated Early Termination Penalty (based on the charges shown on this pricing matrix) may be charged if this service agreement term is not fulfilled. I also understand that additional taxes and surcharges, not shown on this page, will appear on my monthly invoice.

The rates on the Pricing Matrix above are based on Choice One's Infinite Choice bundling offering, which varies with the quantity and types of services purchased. During the term, if Client changes the quantity and/or types of services purchased ("services" are defined as: local voice lines, long distance, DSL, and voice/data/integrated T1's), rates may change commensurate with the appropriate Infinite Choice bundled product offering listed in applicable tariffs.

Choice One will make reasonable efforts to install and provide Client with the services selected above. If, in Choice One's judgement, installation is not feasible, rates may change commensurate with the appropriate Infinite Choice bundled product offering listed in applicable tariffs.

**Client initials:**

<input checked="" type="checkbox"/> Paper Invoice <input type="checkbox"/> Electronic Billing - Client e-mail address below:	<input type="checkbox"/> Summary of Charge Report
<input type="checkbox"/> Federal <input type="checkbox"/> State and Local NOTE: Attach exemption certificates.	<input checked="" type="checkbox"/> Long Distance <input type="checkbox"/> Local and Long Distance <input type="checkbox"/> No Toll Detail
Number of orders submitted for this client billing address: 2	<input checked="" type="checkbox"/> None <input type="checkbox"/> Other:

PURSUANT TO CIV. R. 33(D)(3) THE  
CLERK OF COURTS SHALL SERVE  
UPON ALL PARTIES NOT IN DEFAULT  
FOR FAILURE TO APPEAR OR  
COUNSEL OF RECORD NOTICE OF  
THE MAGISTRATE'S DECISION AND  
ITS DATE OF ENTRY UPON THE  
JOURNAL.

DANIEL M. HERRIGAN  
2009 MAY 19 AM 11:51  
SUMMIT COUNTY  
CLERK OF COURTS

IN THE COURT OF COMMON PLEAS

COUNTY OF SUMMIT

KEITH S. UNGAR

Plaintiff

-vs-

BRIAN LONGWORTH, et al.

Defendants

CASE NO. CV 08 02 1528

JUDGE ROWLANDS  
MAGISTRATE SHOEMAKER

MAGISTRATE'S DECISION

To the Honorable Mary Margaret Rowlands, Judge of the Court of Common Pleas,  
Summit County, Ohio:

Pursuant to Civil Rule of Practice 53, Local Rule of Practice 18, and the Order of  
Reference made in this case, the Magistrate hereby reports his Decision to the Court, based upon  
the evidence and exhibits adduced at the hearing on the matter.

This matter came on for a hearing upon a limited Order of Reference before the  
Magistrate on May 14, 2009. Present representing Keith S. Ungar, Plaintiff, was Attorney  
Stephen J. Smith. Representing the Defendant, Brian Longworth, was Attorney Thomas A.  
Skidmore. Representing Choice One Communications was Attorney Michael T. Dortch.

EXHIBIT

D

**FINDINGS OF FACT**

(1) In brief history, in April 2006 Drs. Ungar, Longworth and Gandee, licensed chiropractors in the state of Ohio, entered into a joint business venture where the three chiropractors would operate their business out of the offices of Dr. Ungar and in general share expenses as a result of this joint business venture, which at the hearing on May 14, 2009 was often referred to as a "partnership." The business commenced at Dr. Ungar's business location at 2828 S. Arlington Road, Akron, Summit County, Ohio, and operated for a brief period of time until Drs. Longworth and Gandee, for a multiplicity of reasons not before the Magistrate for resolution, decided to end that relationship.

(2) Involved in the immediate dispute is the ownership of Dr. Brian Longworth's original phone number, 330-896-8500. Such phone number stands, for account purposes, with Choice One Communications, Inc. in the name of the Plaintiff, Keith S. Ungar. Brian Longworth contests Dr. Ungar's ownership and says the phone number was never transferred over to Dr. Ungar, but rather remains his phone number.

(3) Brian Longworth testified at the hearing before the Magistrate that when he came over to operate out of the Arlington Road business location he caused his phone number, 330-896-8500, then in the name of AT & T, to be only call forwarded to the business location at 2828 S. Arlington Road.

(4) The evidence supports that that phone number was utilized in the course of the three doctors' business, as well as Dr. Gandee's number at 330-724-5521. Dr. Gandee's phone number is not in contention in this hearing, as it was acknowledged by Dr. Ungar and Attorney Michael Dortch, that Dr. Ungar had given up ownership claims to Dr. Gandee's number of 330-724-5521. Dr. Ungar has not given up his claim to Dr. Longworth's number.

(5) Dr. Longworth further testified that after leaving the office of Dr. Ungar and setting up his practice in a new location, he made inquiry of both AT & T and Choice One Communications, Inc. about having 330-896-8500 forwarded to his new office. However, he found out that he did not own that phone number (330-896-8500). Upon his call to have the call forwarding stopped to the Arlington Road address and to be sent to his new address, he determined that Keith S. Ungar had signed a paper document causing AT & T to transfer control and operation of the 330-896-8500 number to Keith S. Ungar. The document was entered into evidence and bears the signature of Keith S. Ungar, who acknowledged under oath that he did sign such document.

(6) Keith S. Ungar, the Plaintiff, testified that there was an oral agreement with Dr. Longworth that was never reduced to any written form, and such gave him complete and full authority to transfer the ownership from the call forwarding status that Dr. Longworth testified about into the name and operation of his own business. Dr. Longworth denies he ever made such agreement.

(7) The actual document used to transfer the name out of Dr. Longworth's name into Dr. Ungar's business entity known as The Center for Natural Medicine, was captioned "Letter of Agency" and purports in the body of such document, both the handwritten portions and the typewritten portions, to allow the transfer of Dr. Longworth's number, 330-896-8500, into the existing ownership of Dr. Ungar's business, The Center for Natural Medicine. Underneath Keith S. Ungar's signature is the name Keith S. Ungar printed and "President." It is readily apparent from the testimony presented on May 14, 2009 that there is no corporate entity known as The Center for Natural Medicine, and thus Keith S. Ungar cannot be president of such entity inasmuch as it only exists as a trade name, registered as such, and that the holder of such name is

a business entity known as Advanced Pain Relief and Wellness Center, that being at one point the business entity of Dr. Ungar.

(8) Based upon the evidence presented, to include the testimony on May 14, 2009, it is found that Keith S. Ungar had no such authority to sign such letter of agency which resulted in the transfer of phone number 330-896-8500 from the ownership of Dr. Longworth into the business entity controlled by Dr. Ungar. More specifically, item "B" being a statement that the undersigned was warranting that he had the legal authority to execute the letter of agency is a false statement, as also was the printed title, Keith S. Ungar, President. In short, he had no authority from Dr. Longworth to transfer the phone number from Dr. Longworth into his own business entity, such being done intentionally and knowingly, with the specific purpose of wrongly exercising dominion and control over the phone number 330-896-8500.

#### CONCLUSIONS OF LAW

(1) It is first of all concluded that though other matters pend in this matter, the sole issue for the Magistrate for ruling on the limited Order of Reference and the hearing conducted before him on May 14, 2009 was whether or not the transfer of the phone number 330-896-8500 by the letter of agency described above was authorized by Dr. Longworth and that Dr. Ungar had complete authority to sign the document and otherwise represent to the phone carriers that he was empowered to make such transfer.

(2) It is specifically concluded that Dr. Keith S. Ungar was never authorized, directly or indirectly, in writing or by any oral agreement between himself and Brian Longworth wherein Brian Longworth, directly or indirectly, authorized Keith S. Ungar to transfer Dr. Longworth's phone number of 330-896-8500 into the name of The Center for Natural Medicine as was

accomplished by the false representations made by Keith S. Ungar in the letter of agency described above.

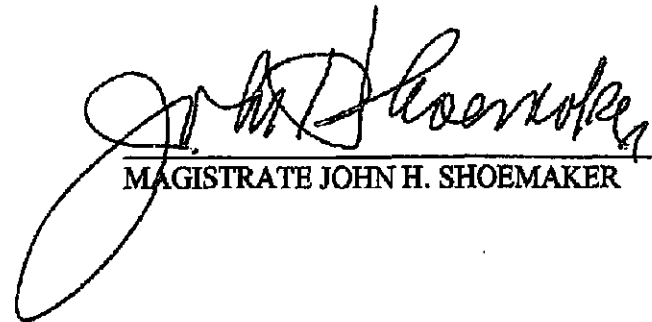
(3) In evaluating this matter, including the testimony of the two chiropractic physicians, it is concluded that Dr. Ungar's testimony on the specific subject of the transfer of the phone number lacks significant credibility and at other times appears to be contrived.

(4) As such, it is specifically concluded that there was no authority for the transfer of 330-896-8500 from the control and ownership of Brian Longworth into the name of Keith S. Ungar as was done, and that both Dr. Ungar and his business entities, The Center for Natural Medicine and/or Advanced Pain and Wellness Center, Inc., in any fashion or combination, have no right or claim to such phone number. As a result, the party known as Choice One Communications, Inc., the phone carrier in this matter, is ordered and otherwise directed to forthwith transfer the ownership on the records of such entity and to physically allow a change of such phone number, that being 330-896-8500, into the name of Brian Longworth and to ensure that the corporate records of such business entity show that Keith S. Ungar, or any of the aforementioned two business entities, has no ownership interest in such name. Further, such business records of Choice One Communications, Inc. shall reflect that the actual owner of 330-896-8500 is Brian Longworth, to be used by him at whatever address Brian Longworth forthwith determines he wishes to present to Choice One Communications, Inc. for recordkeeping purposes. Such entity known as Choice One Communications, Inc. shall forthwith effectuate all matters referred to above to allow the change in records and the change in control and ownership of the above-mentioned phone number, and shall file a notice with the Court when such acts have been accomplished.

(5) The parties and/or their counsel are specifically warned and noticed hereby that a party may not assign as error on appeal the adoption by the trial court of any finding of fact or conclusion of law set forth herein unless a timely and specific objection is first made to the trial court pursuant to Civ.R. 53(D)(3)(a)(iii).

(6) Pursuant to Civ.R. 53(D)(3)(a)(iii), the Clerk of Courts shall serve upon all parties not in default for failure to appear or counsel of record notice of this Magistrate's Decision and its date of entry upon the journal.

It is so decided.



MAGISTRATE JOHN H. SHOEMAKER

cc: Judge Mary Margaret Rowlands  
Attorney Michael D. Dortch

ctb  
08-1528-dec



at&t

HEALTHFIRST  
2828 S ARLINGTON RD  
AKRON, OH 44312-4716

Page 1 of 4  
Account Number 330 896-8500 9969  
Billing Date May 7, 2006  
Web Site att.com

Invoice Number 330896850005

# Monthly Statement

Apr 8 - May 7, 2006

## Bill-At-A-Glance

Previous Bill	1,851.83
Payment Received 4/26 Thank You!	1,851.83 CR
Adjustments	.00
Balance	.00
Current Charges	268.57

**Total Amount Due \$268.57**

Current charges due upon receipt

FINAL BILL

## Billing Summary

Questions? Call:

Plans and Services 247.72

1-800-704-5500

Repair Service:

1-800-727-2273

Telecommunications Relay System:

1-800-750-0750

AT Long Distance 20.85

1-800-704-5500

**Total of Current Charges 268.57**

4766  
5/25/06

## News You Can Use - Summary

- PREVENT DISCONNECT
  - FINAL NOTICE
  - PAYMENT & INQUIRIES
  - CALLING CARDS
  - OUR NAME HAS CHANGED
- See "News You Can Use" for additional information.

## Plans and Services

### Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
Date: Apr 20, 2006				
Order Number D1653772899				
Credit for Services Billed in Advance, Disconnected on Apr 20, 2006				
1.	Basic Voice Mail	1	14.95	7.97CR
2.	Additional Directory Listing	1	3.00	1.60CR
3.	CO Termination With Touchtone	2	4.60	2.46CR
4.	Busy Line Transfer	1	.60	.32CR
5.	Alternate Answering	1	.60	.32CR
6.	Foreign Additional Listing	1	3.00	1.60CR
7.	Foreign Additional Listing	1	3.00	1.60CR
8.	LINE-BACKER®	4	27.80	14.84CR
9.	Msg Wtg Audible & Visual Ind	1	.25	.13CR
10.	CO Termination With Touchtone	3	18.00	9.60CR
11.	Custom BizSaver Unlimited 5Ln	1	146.95	78.37CR
12.	9-1-1 Service Charge	5	.60	.30CR
13.	Voice Messaging Discount	1	.45	.24
14.	Federal USF - Multi - Line-BUS	5	4.15	2.20CR
15.	Federal Access Charge	5	26.95	14.35CR
16.	Charge For Balance of Contract Terminated on Apr 19, 2006			367.37
Total Charges for Order Number D1653772899				231.95

Date: Apr 26, 2006

Order Number C1653772901

Services Changed

Credits for Services Removed

(Monthly Charges were Billed in Advance and  
are Prorated from Apr 27, 2006 to May 7, 2006)

17.	Custom 800 Service	1	17.50	5.83CR
Total Credits for Order Number C1653772901				5.83CR
Total Additions and Changes to Service				226.12

### Local Calls

Custom Biz Saver Local

135 Call(s) were placed this month

### 800 Service

Success 800 Service - 800 795-4899

Actual Hours Used .0

Number of Messages 2

Hours at 15 Seconds per Message .0

Billable Hours .0

Charge for .0 Hour(s) at \$17.50 each .00

EXHIBIT

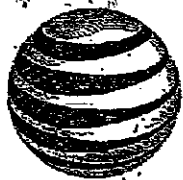
E

Local Services provided by AT&T Illinois, AT&T Indiana,  
AT&T Ohio or AT&T Wisconsin based upon the service area.

U.S. Pat. D410,959 and D414,510

Printed on Recyclable Paper

Return bottom portion with your check in the enclosed envelope.



# at&t

HEALTHFIRST  
2828 S ARLINGTON RD  
AKRON, OH 44312-4716

Page 2 of 4  
Account Number 330 896-8500 998 9  
Billing Date May 7, 2006

Invoice Number 330896850006

## Plans and Services

### 800 Service - Call Details

No.	Date	Time	Place Called	Number	Min
<b>Success 800 Call Detail</b>					
Calls Charged to 800 795-4899					
1	04-14	613P	AKRON OH	330 784-4741	:15
2	04-19	350P	GREENSBURG OH	330 896-7166	:21

### Taxes

Federal at 3%	7.47
Sales at 6.25%	14.13
<b>Total Taxes</b>	<b>21.60</b>

### Total Plans and Services

**247.72**

## AT&T Long Distance

### Message Regarding Terms & Conditions:

To view your Terms & Conditions for AT&T Long Distance, access [www.sbc.com/public\\_affairs](http://www.sbc.com/public_affairs) or call 1-888-225-8530 to have a copy mailed.

### Invoice Summary

(as of April 22, 2006)

### Current Charges

Service Charges	.00
Credits and Adjustments	.00
Call Charges	18.38
Surcharges and Other Fees	.69
Taxes	1.76
<b>Total Invoice Summary</b>	<b>20.83</b>

### Summary of Calling Plan

Calling Summary for Bus Dom 6yr 1Y

Your contract term is from 09/19/2005 to 09/18/2006.

Monthly Commitment is 5.05

You have met 12.83 of your Minimum

Monthly Commitment.

We have accumulated this amount from 03/21/2006 to 04/20/2006.

### Call Charges - Mar 21st thru Apr 20th

Calls for 330-896-7166

#### Domestic

No.	Date	Time	Place Called	Number	Code	Min	Amount
1	3-21	440P	CANTON OH	330 495-1111	D	0:30	.03
2	3-21	448P	CANTON OH	330 495-1111	D	0:31	.03
3	3-24	1129A	CANALFULTN OH	330 854-5807	D	3:02	.18
4	3-25	1010A	CANALFULTN OH	330 854-5807	D	3:25	.21
5	3-28	953A	CANTON OH	330 495-1111	D	0:55	.08
6	3-29	1139A	CANALFULTN OH	330 854-5807	D	0:50	.05
7	3-29	228P	CANTON OH	330 704-4512	D	0:53	.05
8	3-29	228P	CANALFULTN OH	330 854-5770	D	0:30	.03
9	3-29	446P	CANALFULTN OH	330 854-5807	D	8:49	.41
10	4-01	1058A	CANALFULTN OH	330 854-5807	D	0:48	.05
11	4-04	957A	CANALFULTN OH	330 854-3929	D	0:30	.03

### Invoice Billing - Continued

No.	Date	Time	Place Called	Number	Code	Min	Amount
12	4-04	359P	CANTON OH	330 495-1111	D	0:30	.03
13	4-04	445P	CANTON OH	330 495-1111	D	8:33	.51
14	4-05	537P	CLIFFSIDE NJ	201 945-1388	D	0:30	.03
15	4-05	539P	JERSEY CITY NJ	201 388-4590	D	0:36	.04
16	4-10	1125A	BACKERSACK NJ	201 362-3308	D	0:38	.04
17	4-10	321P	BACKERSACK NJ	201 362-3308	D	0:30	.03
18	4-11	515P	CANALFULTN OH	330 854-5807	D	1:23	.08
19	4-14	1202P	CANALFULTN OH	330 854-5807	D	2:27	.15
20	4-15	945A	CANTON OH	330 495-1111	D	0:31	.03
21	4-15	1207P	CANALFULTN OH	330 854-5807	D	0:30	.03
22	4-18	446P	CANTON OH	330 495-1111	D	0:30	.03
23	4-19	500P	CANALFULTN OH	330 854-5807	D	0:30	.03
24	4-19	607P	CANTON OH	330 495-1111	D	0:30	.03

Subtotal Domestic Calls for 330-896-7166

2.19

Total Domestic Calls for 330-896-7166

2.19

Total Calls for 330-896-7166

2.19

### Calls for 330-896-7170

#### Domestic

No.	Date	Time	Place Called	Number	Code	Min	Amount
25	3-16	1032A	AKRON OH	330 847-2538	D	0:30	.03
26	3-20	442P	CANALFULTN OH	330 854-5807	D	2:09	.13
27	3-21	539P	CANTON OH	330 495-1111	D	8:00	.48
28	3-22	921A	CLEVELAND OH	216 623-8765	D	3:29	.21
29	3-22	1218P	CANALFULTN OH	330 854-5807	D	0:44	.04
30	3-22	336P	CANALFULTN OH	330 854-5807	D	12:33	.75
31	3-24	1132A	JERSEY CITY NJ	201 388-4590	D	2:09	.12
32	3-25	946A	CANALFULTN OH	330 854-5807	D	0:50	.05
33	3-28	1034A	CLEVELAND OH	216 623-8765	D	2:58	.18
34	3-28	1121A	CANALFULTN OH	330 854-5807	D	0:58	.08
35	3-28	441P	CANALFULTN OH	330 854-5807	D	5:41	.34
36	3-29	1053A	CANALFULTN OH	330 854-5807	D	8:01	.48
37	3-29	1131A	MANSFIELD OH	330 833-4184	D	8:14	.49
38	3-29	303P	CANALFULTN OH	330 854-5814	D	0:59	.06
39	3-29	544P	CANALFULTN OH	330 854-5803	D	0:30	.03
40	3-31	511P	CANALFULTN OH	330 854-5807	D	7:29	.45
41	3-31	802P	WAGADORE OH	330 628-9343	D	0:30	.03
42	4-01	1024A	KENT OH	330 677-1958	D	0:47	.05
43	4-01	1158A	KENT OH	330 878-3555	D	0:30	.03
44	4-03	1039A	CANALFULTN OH	330 854-5807	D	4:28	.27
45	4-03	1152A	COLUMBUS OH	614 752-4732	D	0:30	.03
46	4-03	1244P	CLEVELAND OH	216 641-3345	D	4:47	.28
47	4-03	530P	CANALFULTN OH	330 854-5807	D	0:59	.06
48	4-04	337P	CANALFULTN OH	330 854-5807	D	0:54	.05
49	4-05	1029A	CANALFULTN OH	330 854-5807	D	0:30	.03
50	4-05	452P	CANALFULTN OH	330 854-5807	D	1:32	.09
51	4-05	538P	MADSNORTH OH	330 334-6890	D	0:35	.04
52	4-05	539P	CANTON OH	330 455-5433	D	0:30	.03
53	4-05	548P	RICHFIELD OH	330 659-4289	D	0:59	.06
54	4-10	1213P	COLUMBUS OH	614 485-3001	D	9:27	.51
55	4-10	400P	CLEVELAND OH	216 787-3045	D	2:44	.16
56	4-11	433P	CANALFULTN OH	330 854-5807	D	1:20	.08
57	4-11	535P	CANALFULTN OH	330 854-5807	D	0:30	.03
58	4-14	1022A	CANALFULTN OH	330 854-5807	D	9:01	.54
59	4-14	1200P	CANALFULTN OH	330 854-5807	D	0:30	.03



# at&t

HEALTHFIRST  
2828 S ARLINGTON RD  
AKRON, OH 44312-4716

Page 3 of 4  
Account Number 330 896-8500 996 9  
Billing Date May 7, 2006  
Invoice Number 330896850005

## AT&T Long Distance

### Invoice Billing - Continued

No.	Date	Time	Place Called	Number	Code	Min	Amount
1	4-14	428P	CANALFULTN OH	330 854-5807	D	0:30	.03
2	4-14	604P	CANTON OH	330 353-2108	D	0:30	.03
3	4-17	251P	JERSEYCITY NJ	201 388-4580	D	0:30	.03
4	4-18	936A	CLEVELAND OH	216 623-8765	D	3:30	.21
5	4-18	1209P	MASSILLON OH	330 830-4164	D	0:30	.03
6	4-19	930A	MEDINA OH	330 723-2200	D	0:52	.05
7	4-19	942A	CANTON OH	330 450-9928	D	0:57	.06
8	4-19	943A	CLEVELAND OH	216 623-8765	D	6:39	.40

Subt Domestic Calls for 330-896-7170

6.55

Total Domestic Calls for 330-896-7170

6.55

### International

No.	Date	Time	Place Called	Number	Code	Min	Amount
9	4-17	1010A	LUXENBURG	35226315760	T	1:00	5.55

Subtotal International Calls for 330-896-7170

5.55

Total International Calls for 330-896-7170

5.55

Total Calls for 330-896-7170

12.10

### Calls for 330-896-8383

#### Domestic

No.	Date	Time	Place Called	Number	Code	Min	Amount
10	3-27	1224P	CLEVELAND OH	216 641-3423	D	4:24	.26
11	3-28	935A	NO HAMPTON OH	937 964-0298	D	0:34	.03
12	3-28	1008A	NO HAMPTON OH	937 964-0298	D	0:31	.03
13	3-28	1010A	NO HAMPTON OH	937 964-0298	D	0:34	.03
14	3-28	1036A	NO HAMPTON OH	937 964-0298	D	0:34	.03
15	3-28	332P	NO HAMPTON OH	937 964-0298	D	0:34	.03
16	3-28	333P	NO HAMPTON OH	937 964-0298	D	0:34	.03
17	3-28	336P	NO HAMPTON OH	937 964-0298	D	1:15	.08
18	3-28	436P	NO HAMPTON OH	937 964-0298	D	0:41	.04
19	3-28	448P	NO HAMPTON OH	937 964-0298	D	0:31	.03
20	4-03	1240P	COLUMBUS OH	614 485-3038	D	2:21	.14
21	4-03	1243P	COLUMBUS OH	614 485-3038	D	2:07	.13
22	4-03	1251P	CLEVELAND OH	216 641-3423	D	3:23	.20
23	4-04	512P	COLUMBUS OH	614 229-5296	D	1:02	.06
24	4-04	514P	COLUMBUS OH	614 229-5296	D	1:12	.08
25	4-11	1224P	CLEVELAND OH	216 641-3423	D	1:09	.07
26	4-11	1244P	CLEVELAND OH	216 641-3423	D	0:30	.03
27	4-11	1245P	CLEVELAND OH	216 641-3423	D	1:10	.07

Subtotal Domestic Calls for 330-896-8383

1.37

Total Domestic Calls for 330-896-8383

1.37

Total Calls for 330-896-8383

1.37

### Calls for 330-896-8500

#### Domestic

No.	Date	Time	Place Called	Number	Code	Min	Amount
28	3-20	1103A	CANALFULTN OH	330 854-3929	D	0:35	.04
29	3-20	1220P	CANALFULTN OH	330 854-3929	D	0:30	.03

### Invoice Billing - Continued

No.	Date	Time	Place Called	Number	Code	Min	Amount
30	3-21	838A	CANALFULTN OH	330 854-3929	D	0:30	.03
31	3-21	908A	CANTON OH	330 704-4526	D	0:30	.03
32	3-22	1246P	CANALFULTN OH	330 854-3929	D	0:58	.06
33	3-25	1149A	KENT OH	330 878-3555	D	0:30	.03
34	3-27	1118A	CANALFULTN OH	330 854-3929	D	0:30	.03
35	3-27	222P	CANALFULTN OH	330 854-3929	D	0:40	.04
36	3-27	319P	CANALFULTN OH	330 854-3929	D	2:02	.12
37	3-27	446P	HARTVILLE OH	330 877-8834	D	0:30	.03
38	3-27	600P	HARTVILLE OH	330 877-8834	D	0:30	.03
39	3-28	1037A	CANALFULTN OH	330 854-3929	D	1:54	.11
40	3-29	1045A	CANALFULTN OH	330 854-3929	D	0:30	.03
41	3-29	1135A	CANALFULTN OH	330 854-3929	D	0:30	.03
42	3-29	438P	HARTVILLE OH	330 877-8834	D	0:30	.03
43	3-29	440P	CANTON OH	330 417-8804	D	0:30	.03
44	3-31	818P	RICHFIELD OH	330 858-4298	D	0:38	.04
45	4-03	1011A	HARTVILLE OH	330 877-8959	D	0:30	.03
46	4-03	1202P	CANALFULTN OH	330 854-3929	D	0:30	.03
47	4-03	344P	KENT OH	330 677-1958	D	0:30	.03
48	4-03	458P	MOGADORE OH	330 628-9101	D	0:30	.03
49	4-03	519P	HARTVILLE OH	330 877-8959	D	0:30	.03
50	4-04	805A	CANALFULTN OH	330 854-3929	D	0:30	.03
51	4-04	960A	KENT OH	330 677-1958	D	0:30	.03
52	4-04	1041A	CANALFULTN OH	330 854-3929	D	3:19	.20
53	4-05	911A	CANTON OH	330 455-5433	D	0:30	.03
54	4-05	918A	CANALFULTN OH	330 854-3929	D	0:33	.03
55	4-07	1241P	KENT OH	330 677-1958	D	1:07	.07
56	4-10	1027A	CANALFULTN OH	330 854-3929	D	0:30	.03
57	4-10	1129A	CANALFULTN OH	330 854-3929	D	0:30	.03
58	4-11	834A	ATWATER OH	330 947-0301	D	0:30	.03
59	4-11	836A	CANALFULTN OH	330 854-3929	D	1:09	.07
60	4-11	1018A	CANALFULTN OH	330 854-3929	D	2:48	.17
61	4-12	952A	CANALFULTN OH	330 854-3929	D	1:01	.06
62	4-12	954A	MOGADORE OH	330 628-5615	D	0:30	.03
63	4-12	113P	CANTON OH	330 704-4526	D	1:51	.11
64	4-14	1011A	CANALFULTN OH	330 854-3929	D	1:06	.07
65	4-14	821P	CANTON OH	330 704-4526	D	0:34	.03
66	4-14	455P	MOGADORE OH	330 628-5615	D	0:30	.03
67	4-15	948A	CANALFULTN OH	330 854-3929	D	0:39	.04
68	4-15	954A	KENT OH	330 677-1958	D	0:30	.03
69	4-15	1101A	KENT OH	330 677-1958	D	0:30	.03
70	4-15	1201P	KENT OH	330 677-1958	D	0:30	.03
71	4-18	821A	CANALFULTN OH	330 854-3929	D	0:30	.03
72	4-18	847A	CANALFULTN OH	330 854-3929	D	0:30	.03
73	4-18	519P	CANTON OH	330 936-7661	D	0:47	.05
74	4-19	1030A	CANALFULTN OH	330 854-1834	D	0:30	.03
75	4-19	1033A	CANTON OH	330 936-7661	D	2:59	.18
76	4-19	1180A	CANALFULTN OH	330 854-3929	D	0:30	.03
77	4-19	1155A	RAVENNA OH	330 281-7223	D	0:30	.03
78	4-19	1229P	CANALFULTN OH	330 854-3929	D	3:31	.21



# at&t

HEALTHFIRST  
2828 S ARLINGTON RD  
AKRON, OH 44312-4716

Page 4 of 4  
Account Number 330 896 9500 996 9  
Billing Date May 7, 2008  
Invoice Number 330896850005

## AT&T Long Distance

### Invoice Billing - Continued

No.	Date	Time	Place Called	Number	Code	Min	Amount
1	4-19	321P	HARTVILLE OH	330 354-7872	D	1:00	.08

Subtotal Domestic Calls for 330-896-8500 2.72

Total Domestic Calls for 330-896-8500 2.72

Total Calls for 330-896-8500 2.72

Total Call Charges 18.38

### Surcharges and Other Fees

2	Fed Universal Service Fund	.65
3	Federal Regulatory Fee	.04
Total	Surcharges and Other Fees	.69

### Taxes

4	Federal	.57
5	State	1.06
6	Municipal	.15
7	Non Home State	.00
Total	Taxes	1.78

Total Invoice Charges 20.85

### Key for Calling Codes:

A Anytime	B Collect	C Calling Card
D Day	E Evening	F Call Forwarding
H Third Number	I Special Intrastate	L Late Night
M Multiple Rate Period	N Night/Weekend	P Person to Person
O Operator Completed - Dial Rates Apply	S Station to Station	I Discount Overseas
R Standard Overseas	Y Economy Overseas	3 Three Way
X Conference		

Total AT&T Long Distance 20.85

## News You Can Use

### PREVENT DISCONNECT

Thank you for being a valued customer. It is important to inform you that all charges must be paid each month to keep your account current and prevent collection activities. In addition, please be aware that we are required to inform you of certain charges that MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are \$247.72.

### CALLING CARDS

Please note that all calling cards assigned to this account are now void and should be destroyed.

### FINAL NOTICE

Disregard this notice if your full payment has been sent. If we do not receive payment in full in the next five days, this matter will be referred to a collection agency and may be subject to necessary legal action to secure payment.

### OUR NAME HAS CHANGED

But our promise remains the same. We, at the new AT&T are here to deliver your world. And we promise to bring you the products and services you need to make the most of it. We're working hard to ensure our network is the most complete, secure and equipped to provide exactly what you need, exactly when you need it. The new AT&T. Your world. Delivered.

### PAYMENT & INQUIRIES

Allow 5 business days when paying by mail. You may also pay at an authorized agent or call 1-800-660-2626 to Charge by Phone. Nonpayment of toll or non-regulated services may result in disconnection or restriction of such services and/or collection action. For problems with your business service, please call us at 1-800-660-3000. If your complaint is not resolved after you have called AT&T, or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO), toll free at 1-800-686-7826 or for TDD/TTY toll free at 1-800-686-1570, 8:00 a.m. to 5:30 p.m. weekdays, or visit [www.puco.ohio.gov](http://www.puco.ohio.gov).



at&t

DR WILLIAM S GANDEE  
2050 S ARLINGTON RD  
AKRON, OH 44306-4208

Page 1 of 3  
Account Number 330 724-5521 521 0  
Billing Date Apr 4, 2006  
Web Site www.sbc.com  
Invoice Number 330724552104

pd 4-27-06  
540.08

ck # 14617

# Monthly Statement

Mar 5 - Apr 4, 2006

## Bill-At-A-Glance

Previous Bill	\$495.00
Payment Received 3-27-06 Thank You	\$495.00
Adjustments	0.00
Balance	0.00
Current Charges	\$540.08

**Total Amount Due \$540.08**

Current Charges Due by April 4, 2006

## Billing Summary

### Questions? Call:

Plans and Services 285.64

1-800-660-3000

Repair Service:

1-800-727-2273

Telecommunications Relay System:

1-800-750-0750

SMARTpages.com

1-877-647-6278

49.00

SBC Yellow Pages

1-800-647-9000

140.00

Enhanced Services Billing, Inc

1-888-288-3724

65.44

**Total of Current Charges**

**540.08**

## News You Can Use - Summary

- PREVENT DISCONNECT
- LONG DISTANCE INFO
- PAYMENT & INQUIRIES
- LOCAL TOLL INFO
- UNIVERSAL SVC FEE
- ENJOY THE VIEW

See "News You Can Use" for additional information.

## SBC Benefits

• Total SBC Savings 1.03

## Plans and Services

### Monthly Service - Apr 4 thru May 3

Charges for 330 724-5521  
Monthly Charges 82.90  
Federal Access Charge 5.39

### Charges for 330 724-5522

Monthly Charges 30.70  
Federal Access Charge 5.39

### Charges for 330 724-5523

Monthly Charges 31.30  
Federal Access Charge 5.39

### Charges for 330 724-6470

Monthly Charges 33.40  
Federal Access Charge 5.39

### Charges for 330 724-9593

Monthly Charges 26.40  
Federal Access Charge 5.39  
**Total Monthly Service 231.65**

### Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
----------	-------------	----------	--------------	---------------

Date: Apr 4, 2006

Order Number R9032165477

Effective Apr 1, 2006 your

Bill reflects an increase of \$1.85 in your Monthly Service charges. Charges are prorated from Apr 1, 2006 thru Apr 3, 2006

1. Monthly Service 19

### Local Calls

#### Local Calling Plus

Calling Area B

Minutes - Initial - 8:00am-9:00pm - Mon thru Fri

3 Minute(s) billed at \$.0405 each 12

Minutes - Additional

1 Minute(s) billed at \$.0104 each .01

Total Usage for Calling Area B .13

Total Local Calling Plus Charges .13

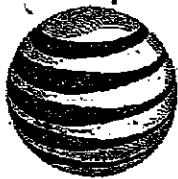
EXHIBIT

F

Local Services provided by SBC Illinois, SBC Ohio or SBC Wisconsin based upon

U.S. Pat. D410,958 and D414,510

Return bottom portion with your check in the enclosed envelope.



# at&t

DR WILLIAM S GANDEE  
2050 S ARLINGTON RD  
AKRON, OH 44306-4206

Page 2 of 3  
Account Number 330 724-5521 521 0  
Billing Date Apr 4, 2006

Invoice Number 330724562104

## Plans and Services

### Local Calls - Continued

678 Call(s) were placed with your Measured Line  
365 Call(s) were allowed  
313 Call(s) billed at \$.08 each  
Total Local Calls 25.04  
25.17

### Local Toll

No.	Date	Time	Place Called	Number	Code	Min	
<b>Itemized Calls</b>							
1	3-06	529P	WILMOT	OH 330 859-7996	D	0:10P	.02
2	3-06	530P	WILMOT	OH 330 859-7996	D	0:24P	.03
3	3-28	406P	CANALFULTN	OH 330 854-6973	D	1:00P	.06
Total Itemized Calls							.11

(# Charge includes your Intralata Usage Special Rate Plan.)

Your Intralata Usage Special Rate Plan saved you \$1.03 this month.

Key for Calling Codes:  
D Day

Total Local Toll 11

### Surcharges and Other Fees

9-1-1 Emergency System  
Billed for Summit County .60  
Federal Universal Service Fee 4.15  
Total Surcharges and Other Fees 4.75

### Taxes

Federal at 3% 7.40  
Sales at 6.25% 16.37  
Total Taxes 23.77

Total Plans and Services 285.64

## SBC SMARTpages.com

### Miscellaneous Charges and Credits

This section of the bill reflects charges and/or credits applied to your account.

No.	Date	Description	
1	03-29	INTERNET YELLOW PAGES ADVERTISING	49.00
Total SBC SMARTpages.com			49.00

## SBC Yellow Pages

### Yellow Pages Advertising

AKRON OH 99.00

### White Pages Advertising

AKRON OH 41.00

### Total SBC Yellow Pages

140.00

## News You Can Use

### PREVENT DISCONNECT

Thank you for being a valued customer. It is important to inform you that all charges must be paid each month to keep your account current and prevent collection activities. In addition, please be aware that we are required to inform you of certain charges that MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are \$269.65.

### LOCAL TOLL INFO

Our records show that you have SBC OHIO or a company that resells services of SBC OHIO as your carrier for local toll service.

### LONG DISTANCE INFO

HRST COMM or a company that resells their service is your long distance carrier. You also have slamming protection, which prohibits a change of carrier without a specific request from you to lift the protection. To lift the slamming protection you must call or write your SBC local business office.

### UNIVERSAL SVC FEE

Effective 4/1/06, the Federal Universal Service Fee increased. This fee supports telecommunication needs of low-income households, consumers living in high cost areas, schools, libraries and rural hospitals. Your current bill reflects the change. For more information please contact an AT&T Ohio Service Representative at the number listed on your bill. Thank you for choosing AT&T Ohio.

### PAYMENT & INQUIRIES

Allow 5 business days when paying by mail. You may also pay at an authorized agent or call 1-800-660-2626 to Charge by Phone. Nonpayment of toll or non-regulated services may result in disconnection or restriction of such services and/or collection action. For problems with your business service, please call us at 1-800-660-3000. If your complaint is not resolved after you have called AT&T, or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO), toll free at 1-800-686-7826 or for TDD/TTY toll free at 1-800-686-1570, 8:00 a.m. to 5:30 p.m. weekdays, or visit [www.puco.ohio.gov](http://www.puco.ohio.gov).

### ENJOY THE VIEW

Visit [att.com/biz-eye-view3](http://att.com/biz-eye-view3), the site that offers perspective on everything small business. With easy access to the latest news, expert advice, exclusive discounts and more, now you can stay in tune with the rest of the small business world, without having to take an eye off yours.



DR WILLIAM S GANDEE  
2050 S ARLINGTON RD  
AKRON, OH 44306-4206

Page 3 of 3  
Account Number 330 724-5521 521 0  
Billing Date Apr 4, 2006

Questions? 1-888-288-3724

Invoice Number 330724552104

### Important Information

This portion of your bill is provided as a service to the company identified above. Please review all charges carefully - they may include those of a service provider not shown on a previous bill. If you have any questions or concerns, call the telephone number shown above.

### Current Charges

#### Miscellaneous Charges and Credits

This portion of the bill reflects charges and/or credits applied to your account.

No. Date Description

#### BETTER BUSINESS ORGANIZATION

1	03-13	BETTER BUSINESS ORGANIZATION ISP	29.95
Total for BETTER BUSINESS ORGANIZATION			29.95

#### SBO-ONLINE.ORG

2	03-05	INTERNET SERVICE PROVIDER MONTHLY FEE	29.95
Total for SBO-ONLINE.ORG			29.95

Total Miscellaneous Charges and Credits			59.90
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#### Taxes

Federal at 3%			1.80
Sales at 6.25%			3.74
Total Taxes			5.54

Total Enhanced Services Billing, Inc			65.44
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OCT. 30. 2006 3:04PM CHOICE ONE

NO. 434 P. 5

## LETTER OF AGENCY

1. Subscriber's billing name:

Center for Natural Medicine

2. Subscriber's billing address:

2528 S. Arlington Rd. Phoenix, AZ 85032

3. Each telephone number to be covered by the preferred carrier change order (list all numbers):

330-724-5521, 330-890-8500Existing Numbers: 330-245-1729, 330-475-0045, 330-475-0050, 330-644-1140,

4. By submitting this LOA, I:

330-644-7240, 330-644-9200, 330-644-9292, 330-645-3200  
330-645-7000

- A. authorize Choice One Communications Inc. and/or its subsidiaries and/or authorized agents (collectively "Choice One") to act as my agent for the purpose of taking all actions hereunder in connection with my preferred carrier change;
- B. warrant that I am free of any third-party obligation preventing me from doing so, and that I have the legal authority to execute this LOA;
- C. desire to make Choice One my preferred carrier;
- D. understand that only one carrier may be designated as my interstate or intraLATA preferred interexchange carrier for any one telephone number;
- E. understand that Choice One, my preferred carrier, will be the carrier directly setting my rates;
- F. authorize Choice One to notify all appropriate parties, including my current local and/or long distance telephone company(ies), of this decision and to make the necessary changes for my current and future services without further permission;
- G. direct my chosen intraLATA and/or intrastate/interstate/international long distance company(ies), if not Choice One, to comply with Choice One's current applicable access tariff(s). Choice One may obtain any records from my local, data, Internet, intraLATA long distance, and/or intrastate/interstate/international long distance phone company(ies) necessary to provide these services;
- H. may be charged a tariffed fee for changing my long distance and/or local phone company(ies), and I understand that I may inquire of Choice One what fees, if any, will apply to these changes;
- I. authorize Choice One and/or its authorized agents to make any and all inquiries necessary for the purpose of obtaining credit information.

Client Name:

Kenn S. Unruh

Client Authorized Signature:

[Signature]

Print Name &amp; Title:

Kenn S. Unruh Pres