

BEFORE THE  
PUBLIC UTILITIES COMMISSION OF OHIO

- - -

IN RE: COMPLAINT OF :  
OHIOTELNET.COM, INC. : Case No. 09-515-TP-CSS  
:   
:   
:   
:

- - -

DIRECT TESTIMONY  
  
OF  
  
THOMAS COTTON  
  
ON BEHALF OF  
OHIOTELNET.COM, INC.

1           **Q. Tom, could you just provide your full**  
2   **name and your business address?**

3           A. Thomas W. Cotton. 25 West Main Street,  
4   Newark, Ohio 43055.

5           **Q. Okay. Are you affiliated with a company**  
6   **called Ohiotelnet.com?**

7           A. Yes.

8           **Q. Could you explain your relationship with**  
9   **Ohiotelnet?**

10          A. I am approximately 94 percent  
11   shareholder, president, CEO, and founder.

12          **Q. So that's your current position?**

13          A. Current position.

14          **Q. Are you also affiliated with a company**  
15   **known as Midwest Service Management?**

16          A. Yes, I am.

17          **Q. What's the official title?**

18          A. Title of the company?

19          **Q. Well, what's the statutory name?**

20          A. Midwest Service Management, Inc.

21          **Q. And what's your relationship to Midwest**  
22   **Service Management, Inc.?**

23          A. 100 percent shareholder and president.

24          **Q. Do Midwest Service Management, Inc. and**

1   **Ohiotelnet have any business relationship**  
2   **together?**

3       A. Yes, they do.

4       **Q. Could you explain that relationship?**

5       A. Midwest Service Management provides all  
6   the technical support for Ohiotelnet, including  
7   customer support, billing, troubleshooting,  
8   installs.

9       **Q. Do you have any experience in the**  
10   **telecommunications industry?**

11      A. Yes, I do.

12      **Q. How about education?**

13      A. Yes.

14      **Q. Could you explain that experience and**  
15   **education?**

16      A. Start with the education?

17      **Q. Sure.**

18      A. I graduated in 1973 from a private  
19   school in Akron, Ohio, Electronic Technology  
20   Institute. It was wholly owned by George  
21   Steinbrenner. The curriculum was split into two  
22   areas, electronics engineering and  
23   telecommunications engineering, as well as  
24   digital circuits.

1           **Q. And then do you have any certifications**  
2 **in those areas?**

3           A. I hold an associate degree in  
4 electronics engineering.

5           **Q. And then have you had any additional**  
6 **training after you graduated from school?**

7           A. Company schools, on-the-job training.

8           **Q. I'm sorry. Did we mention what your**  
9 **degree was from that school?**

10          A. Associate of science in electronics  
11 engineering.

12          **Q. And then do you have any mechanical**  
13 **expertise in the telecommunications industry like**  
14 **work with your hands or working in any of those**  
15 **areas?**

16          A. Yes.

17          **Q. Could you explain that as well?**

18          A. I've been doing this ever since I got  
19 out of school. That was 1973.

20          **Q. Did you use that experience to set up or**  
21 **provide infrastructure for Ohiotelnet?**

22          A. Yes.

23          **Q. And how so?**

24          A. As part of the Interconnection Agreement

1 for us to become physically collocated, I had to  
2 provide interconnect facilities. The  
3 interconnect facilities would be copper pairs and  
4 fiberoptic cable that would terminate at the  
5 local CO, central office, for the ILEC, which  
6 would be Alltel/Windstream, so I personally  
7 managed a group of people who pulled 276 copper  
8 pairs in manholes as well as fiberoptic cable in  
9 manholes which terminated at 66 North Fourth  
10 Street, which is the Alltel CO.

11 **Q. Outside of your experience with**  
12 **Ohiotelnet and your education, what experience in**  
13 **the wiring and mechanical infrastructure do you**  
14 **have?**

15 A. I have a great deal of experience  
16 running cable. Former employees, I worked for  
17 TRW customer service, which is now Siemens. I  
18 was a senior customer engineer for them. One of  
19 the requirements was to run premise cable. I've  
20 ran a lot of ethernet cable.

21 One of our accomplishments that I would  
22 say is we were the first company to take the City  
23 of Newark off mainframe and put them on personal  
24 computers. We re-cabled the entire building over

1     there for that.

2           **Q.   When you say "re-cabled," are you**  
3     **talking about attaching cable out on the poles,**  
4     **in the buildings, or both?**

5           A.   That would be within the building.

6           **Q.   And then would you interface those**  
7     **building cables with the ones that are in the**  
8     **ground or on the poles?**

9           A.   No.   That would all be internal, but  
10    I've ran cable for about 25 years.

11          **Q.   What is the purpose of your testimony**  
12    **today?**

13          A.   To provide information to support the  
14    billing fraud and the violations of the  
15    Communications Act in '96.

16          **Q.   I'd like to talk a little bit about the**  
17    **history of Ohiotelnet.com.  What is**  
18    **Ohiotelnet.com's statutory name?**

19          A.   Ohiotelnet.com, Inc.

20          **Q.   When were you incorporated?**

21          A.   1999, October.

22          **Q.   Are you incorporated in the State of**  
23    **Ohio?**

24          A.   Yes.

1           **Q. Are you incorporated in any other**  
2 **states?**

3           A. No.

4           **Q. Do you do business solely within the**  
5 **State of Ohio?**

6           A. Yes.

7           **Q. What type of services does**  
8 **Ohiotelnet.com, Inc. provide?**

9           A. We were providing resale services for  
10 Windstream Ohio, formerly Alltel, customer  
11 support, billing. We also provide UNEs, which  
12 stands for unbundled network elements. We  
13 provide DSL services, high-speed internet  
14 services, and long-distance phone services.

15           Midwest Service Management provides  
16 computer networking, servers, customer support,  
17 installation, cabling.

18           **Q. Does Ohiotelnet have customers?**

19           A. Very few at this time. We did have over  
20 1,300 customers.

21           **Q. Do you operate as a traditional phone**  
22 **company?**

23           A. Yes.

24           **Q. Can you explain more of the relationship**

1   **between Windstream, formerly Alltel, and**  
2   **Ohiotelnet?**

3       A.   Ohiotelnet has an Interconnect Agreement  
4   which was arbitrated by the PUCO.

5       **Q.   When did Ohiotelnet first begin**  
6   **providing services to Central Ohio residents?**

7       A.   June of 2002.

8       **Q.   Can you summarize the steps that led to**  
9   **you entering into the Interconnection Agreement**  
10   **with Alltel?**

11       A.   Yes.   We were the first to provide DSL  
12   services in this area.   Our first customer was  
13   Goodwill.   That circuit was sold to us as an  
14   unconditioned 56K line, and we conditioned it  
15   ourselves to provide high-speed internet to  
16   Goodwill.

17           Subsequently, Dick McClain, the area  
18   manager, came to us and said, "We've just put  
19   fiber in all of our remotes.   We have 1,700 pair  
20   free back there in your alley.   Would you like to  
21   buy copper pairs and provide DSL to customers?"

22           The answer was, yes, certainly, so I  
23   ordered several copper pairs and bragged about  
24   how we were the first in the area to have DSL.



1 Those pairs were never provided and was stopped  
2 by Little Rock.

3 **Q. When you say "Little Rock," who do you**  
4 **mean?**

5 A. Little Rock would be the home office for  
6 Alltel. After that time I determined it was  
7 necessary to become a CLEC. CLEC stands for  
8 competitive local exchange carrier.

9 **Q. Let's talk about the ILEC and CLEC.**  
10 **ILEC, what does that stand for?**

11 A. Incumbent local carrier.

12 **Q. What does that mean?**

13 A. I believe it's the Communications Act of  
14 1934. At that time every phone company  
15 everywhere was separate and running their own  
16 standards. That Communications Act provided  
17 standards and chopped the area up and basically  
18 provided monopolies to the local carries.

19 The Communications Act of '96 provided  
20 the opportunity for competition in those  
21 monopolized incumbent carrier areas, which are  
22 called LATAs.

23 **Q. And what does LATA stand for?**

24 A. I'm not exactly sure. Local area

1 something.

2 **Q. Can you summarize the duties on yourself**  
3 **and Alltel, now Windstream, under the**  
4 **Interconnection Agreement?**

5 A. They are still the local incumbent  
6 carrier and they own all the lines on all the  
7 poles.

8 I am now allowed, because of the  
9 Interconnection Agreement, to have access to all  
10 the network elements. I can provision them and  
11 provide my own services. That would be under the  
12 physical collocation portion of our interconnect.  
13 The other thing we do is resale their services,  
14 including DSL.

15 **Q. Would it be fair to say that Ohiotelnet**  
16 **relies on Windstream to provide network**  
17 **elements?**

18 A. Yes.

19 **Q. When you say the term "network**  
20 **elements," what are you referring to?**

21 A. It could be copper pairs. It could be  
22 something called tandening. Cross-connects would  
23 be another one.

24 **Q. How did Windstream come to be in**

1     **contract with you under the Interconnection**  
2     **Agreement?**

3           A.   They inherited Alltel's  
4     interconnection.

5           **Q.   Did Windstream purchase Alltel?**

6           A.   I'm not sure of what happened on that  
7     end.

8           **Q.   How were you notified of Windstream's**  
9     **involvement with that agreement?**

10          A.   We received a notice that Alltel becomes  
11     Windstream. Their Interconnection Agreement says  
12     Alltel and its successors.

13          **Q.   Do you believe that Windstream, as a**  
14     **successor to Alltel, has violated the terms of**  
15     **your Interconnection Agreement?**

16          A.   Yes.

17          **Q.   I'd like to talk about some of those**  
18     **violations and the harm that it's caused to**  
19     **Ohiotelnet.**

20                 **First let's talk about billing disputes.**  
21     **Can you characterize in general the billing**  
22     **disputes that you've had with Windstream under**  
23     **the agreements?**

24          A.   Yes. We've purchased for resale from

1 Windstream \$1,556,931. Of that we have submitted  
2 in total billing disputes 133,953. Of that we  
3 have 57,691 in billing disputes granted. We  
4 currently have 76,436 remaining in billing  
5 disputes. The 57,000 granted is 4 percent of the  
6 total billing. If you were to use the 133,000  
7 figure, that's 8.6 percent in billing fraud.

8 We've never had a bill that's accurate.  
9 From the first bill every bill has had something  
10 wrong with it.

11 **Q. Have you had any personal conversations**  
12 **with representatives of Windstream concerning the**  
13 **billing disputes?**

14 A. Continuously.

15 **Q. Can you identify who those conversations**  
16 **were with?**

17 A. Alfred Busby and Scott Terry. Alfred  
18 Busby was responsible for dealing with the CLECs  
19 and subsequently was replaced by Scott Terry, who  
20 calls himself director of interconnection  
21 services.

22 There was also a great deal of  
23 correspondence by e-mail in addition to the  
24 telephone conferences.

1           **Q. The billing disputes between Ohiotelnet**  
2 **and Windstream, did they involve charges from**  
3 **Ohiotelnet's customers?**

4           A. They involved charges to us from  
5 Windstream for resale services.

6           **Q. Only resale services?**

7           A. We have had a few disputes since we  
8 became collocated with UNEs.

9           **Q. Can you describe the categories of**  
10 **billing disputes?**

11          A. Yes. The first issue we had with  
12 billing disputes is they were not providing us  
13 with appropriate CLEC discounts.

14               We had to do informal dispute resolution  
15 process with the PUCO. We estimated that cost us  
16 internally about \$50,000 just to get those  
17 resolved. That took several months. That was  
18 done with Alfred Busby.

19               The very next bill after that, we  
20 started noticing just plain improper billing,  
21 improper charging, charging for services that  
22 didn't exist.

23               Then we found that they were not billing  
24 us at all for a period of time for usage

1 sensitive services such as star 69, contiguous  
2 county calling, and many other areas. Anything  
3 that was usage sensitive billing, they went four  
4 months and didn't bill us for any of this  
5 whatsoever. Then we received four bills from  
6 Windstream within a period of three days.

7 That resulted in customers being  
8 extremely angry at us. We had customers come in  
9 and be irate. We had customers that switched  
10 service. It resulted in a great deal of  
11 non-collectibles.

12 That has never been resolved about how  
13 much non-collectibles was caused directly by  
14 Windstream. Our estimate is well over \$100,000.  
15 That's due to customers switching or just not  
16 paying their bill. There were approximately  
17 17,000 billing disputes entered by Ohiotelnet.

18 **Q. Over what period of time were these**  
19 **billing disputes submitted?**

20 A. '04 to current. It has taken us 2,726  
21 total hours just to track and deal with  
22 Windstream on billing disputes.

23 **Q. Do you believe that the tracking and the**  
24 **review of invoices of Windstream for billing**

1 **disputes was necessary considering the amount of**  
2 **time spent?**

3 A. Yes, it was necessary.

4 **Q. Why is that?**

5 A. It's necessary for us to receive proper  
6 billing each month. We don't want to pay for  
7 services not provided. We need to keep our costs  
8 as low as possible so that we can provide good  
9 service to our customers.

10 **Q. Does Windstream have a billing dispute**  
11 **process?**

12 A. Yes, we currently have a billing dispute  
13 process that's being followed by Windstream.  
14 However, in the very beginning they had no  
15 mechanism whatsoever to take care of this. They  
16 had no software installed to take care of this.  
17 They had no procedure installs to take care of  
18 it.

19 **Q. When you say "the very beginning," when**  
20 **do you mean? When you first entered the**  
21 **Interconnection Agreement?**

22 A. When we first started doing resale.

23 **Q. When you say "they had no process**  
24 **installed for doing this," do you mean for**

1 **submitting disputes?**

2 A. For formally submitting disputes. At  
3 that time what we were doing is taking a  
4 spreadsheet, defining all the improper billing  
5 practices, and sending them the whole spreadsheet  
6 with the amount of the disputes summarized.

7 We did that for a few months. They  
8 decided it was too much work. They rejected our  
9 spreadsheets, embargoed us, and then they came up  
10 with a way for us to follow a procedure to submit  
11 the billing disputes, which were individual and  
12 not total.

13 **Q. I'd like to move now to Ohiotelnet's**  
14 **claim that Windstream failed to perform certain**  
15 **services under the Interconnection Agreement or**  
16 **delayed performing services.**

17 **Under the Interconnection Agreement, was**  
18 **Windstream obligated to perform certain services**  
19 **for Ohiotelnet?**

20 A. Yes.

21 **Q. Can you describe generally what those**  
22 **services were?**

23 A. New installs; customer conversions from  
24 Windstream to ourselves; add or deleted features;



1 move orders; outside moves; conversions as-is,  
2 which means switched directly from Windstream to  
3 us without any changes whatsoever; conversions  
4 with changes; suspends; restores; and  
5 disconnects. We enter trouble tickets and  
6 they're supposed to do timely repairs.

7 **Q. These services are required under the**  
8 **Interconnection Agreement?**

9 A. Yes, they're required to operate as a  
10 phone company.

11 **Q. Just to be clear, under the**  
12 **Interconnection Agreement, Windstream agreed to**  
13 **provide those services to Ohiotelnet?**

14 A. Yes, under resale services.

15 **Q. Is Ohiotelnet claiming that Windstream**  
16 **failed to provide these services?**

17 A. Not in totality. In some cases,  
18 specific cases, they failed to provide these  
19 services. In other cases they operated properly.  
20 In many cases there was a long delay or it was  
21 done totally improperly when they did do it.

22 **Q. Can you describe the effect that the**  
23 **failure to perform these services had on**  
24 **Ohiotelnet and its customers?**

1           A. Customer complaints, customers coming  
2 into the building taking up our time, my customer  
3 reps spending a great deal of time on the phone  
4 or through e-mail correspondence with Windstream  
5 customer reps. Ultimately it resulted in  
6 customers leaving us and non-collectibles.

7           **Q. Do you have an estimate of the amount of**  
8 **lost revenue and non-collectibles that Ohiotelnet**  
9 **suffered as a result of Windstream failing to**  
10 **provide these services?**

11          A. Yes, I do. Our total non-collectibles  
12 is right around \$300,000. We were billing  
13 \$500,000, approximately \$500,000, in resale per  
14 year. That would be '06 and '07.

15               That number should have been a lot  
16 greater, but we were constantly in battles with  
17 Windstream to get performance to happen timely.

18               In '08 it dropped to 286,000. In '09 it  
19 went to 156,000. This current year we've only  
20 billed 51,000.

21               Our highest billing being 500,000 could  
22 have been a great deal higher, maybe potentially  
23 twice as high, but the problems with Windstream  
24 were so great we made almost no effort to

1 advertise or get new customers.

2 Almost all of our customers came to us  
3 out of frustration with Windstream and the fact  
4 that there was no local office to deal with  
5 residential customers. No customer reps were  
6 provided by Windstream.

7 It would seem that Windstream should  
8 want local customer reps, and we were doing our  
9 best effort to be Windstream's local customer  
10 rep.

11 **Q. In addition to the harm to Ohiotelnet's**  
12 **revenue, were its customers affected in any other**  
13 **way due to Windstream's failure to provide these**  
14 **services?**

15 A. Yes. The worst case example was Robert  
16 Lanning. Robert Lanning placed a new order on  
17 February 5th, '09. That order was not installed  
18 timely. It was scheduled to be installed on  
19 February 13th. The due date was pushed back with  
20 no explanation as to why.

21 Later Robert Lanning's mother came in  
22 the store and said, "You know Bobby died, didn't  
23 you?"

24 My customer service rep immediately

1 asked what happened. Robert's mother indicated  
2 Robert had medical issues and there was no way to  
3 call 911 in time.

4 **Q. I'd like to move on now to the capacity**  
5 **provided by Ohiotelnet from Windstream. Do you**  
6 **believe that there were incidents where**  
7 **Windstream intentionally failed to provide**  
8 **adequate capacity?**

9 A. Yes.

10 **Q. Did Ohiotelnet customers suffer harm?**

11 A. Yes. When I was operating as an ISP, we  
12 had approximately 3,000 dial-in customers and I  
13 believe it's 250,270 lines which were pretty much  
14 full all the time.

15 Alltel turned off all of those lines  
16 beginning Friday at about 5:30 in the evening and  
17 did not turn them back up until Monday morning at  
18 about 8:00.

19 If you were an internet customer at that  
20 time and you would try to dial in, you would have  
21 received a recording that said, "We're sorry, the  
22 number you have reached has been disconnected."

23 As a result of that, we lost hundreds of  
24 dial-in internet customers.

1           **Q. Just to clarify, this was before**  
2           **Ohiotelnet was incorporated?**

3           A. Yes. This shows a pattern of  
4           discrimination against me and my companies.

5           **Q. You believe that the incident you just**  
6           **described is evidence of a practice Windstream is**  
7           **continuing on Ohiotelnet customers?**

8           A. Yes.

9           **Q. What makes you believe that that**  
10          **practice continues today?**

11          A. Because they fail to work any kind of  
12          work order timely. They don't do service orders  
13          timely. They don't do restores timely. They  
14          have failed to take orders for unbundled network  
15          elements.

16                 The very first time I sold a circuit  
17          from my collocation, it took them months, not  
18          weeks, to get it turned up.

19          **Q. Do you believe that these orders and**  
20          **services you're describing, if they originate**  
21          **from Windstream, are treated in a manner**  
22          **differently than when they originate from**  
23          **Ohiotelnet?**

24          A. Yes, they are treated differently. As a

1 mart of fact, it was described to me by Scott  
2 Terry, I believe it was February of '08, that the  
3 orders are handled separately at customer  
4 service, and that CLEC orders are tracked  
5 separately and they're put in order with other  
6 CLECs, whether they're from Texas, Kentucky,  
7 Florida, and they're worked in the order that  
8 they come in. Whereas, Windstream orders are  
9 worked separately and happen extremely timely.

10 **Q. Is this method of working orders**  
11 **provided in the Interconnection Agreement?**

12 A. No.

13 **Q. When Ohiotelnet entered into the**  
14 **Interconnection Agreement, was it under the**  
15 **belief that its orders would be processed as**  
16 **timely as those from Windstream?**

17 A. My understanding is that they were  
18 supposed to be processed equally.

19 **Q. And you believe that they were not?**

20 A. They absolutely are not.

21 **Q. Can you describe the effect that this**  
22 **practice has had on Ohiotelnet's customers?**

23 A. It's resulted in losing a lot of  
24 customers, in addition to lots of customer

1 complaints, customer complaints to the PUCO in  
2 the order of formal complaints.

3 It takes up a great deal of our assets,  
4 again, dealing with Windstream and customers  
5 calling on the phone.

6 It also resulted in customers leaving  
7 and contributed to the non-collectibles.

8 **Q. Can you think of a specific customer**  
9 **where this practice caused a negative effect?**

10 A. Absolutely. The one that comes to the  
11 forefront would be Kinder Environmental. Kinder  
12 Environmental suffered outages with their DSL on  
13 three separate occasions. The most recent one  
14 lasted three weeks. They just would not turn it  
15 back up. They were just down. They could not  
16 operate.

17 Kinder Environmental is a company who  
18 does lift stations for the City of Newark and  
19 pumps sewage up over hills.

20 They monitor this. It's very important  
21 that it happens properly. It's monitored through  
22 the internet and they could not monitor it.

23 Mr. Kinder was on the phone on multiple  
24 occasions with Windstream. Finally he was told

1 in February of '09 that the reason why their  
2 service is down is because Ohiotelnet does not  
3 pay their bills and they're going out of  
4 business.

5 It is important to note that Mr.  
6 Kinder's engineer partner is named Val Jackson.  
7 Val Jackson was the engineer who helped me select  
8 conduits and helped in pulling the cables in the  
9 manholes. He believes that his company was  
10 singled out because he was that engineer.

11 **Q. Did you receive an affidavit from Mr.**  
12 **Kinder attesting to these facts?**

13 A. Yes, I did.

14 (Thereupon Exhibit TC-1 was marked.)

15 **Q. I'm handing you an exhibit we've marked**  
16 **as TC-1. Is that the affidavit?**

17 A. I hold in my hand the affidavit provided  
18 by Mr. Kinder.

19 **Q. Are there other examples of customers**  
20 **similarly affected?**

21 A. Another example in resale dial tone  
22 services would be a customer that came in and  
23 placed new service by the name of Lois Brunner.  
24 This was 198 Boyleston Avenue. It was



1 approximately three weeks and the customer was  
2 still not turned up. Windstream had excuse after  
3 excuse.

4 Finally, I believe it was on a Friday,  
5 Annette Duboe called in Windstream and pretended  
6 she was the customer. That customer was turned  
7 up Saturday morning, the following day.

8 There is another example from our  
9 collocation, which would be a company called  
10 Arboris, where they had purchased a T. The T was  
11 to provide internet access. Arboris is engaged  
12 in doing extracts from wood. That circuit took  
13 over three months to be turned up.

14 As a result, the customer canceled the  
15 contract. The contract was \$450 a month for  
16 three years. They never paid any of it and got a  
17 wireless provider.

18 I have an e-mail indicating, "The  
19 problem has now been fixed. Your T should be  
20 operative." That was approximately three months  
21 after the order was placed.

22 **Q. Do you remember who the e-mail was**  
23 **from?**

24 **A. Yes, Ray Bodner.**

1           **Q. Do you have any other examples of what**  
2 **you believe is Windstream intentionally**  
3 **discriminating against Ohiotelnet and its**  
4 **customers?**

5           A. Yes. They're too numerous for me to go  
6 through individually, but one of the things they  
7 did was complete work orders indicating that the  
8 installs were done when they actually were not  
9 done. We had to subsequently generate trouble  
10 tickets on that new customer.

11           **Q. Is there a time limit in the**  
12 **minimum telephone service standards that requires**  
13 **these install orders to be completed?**

14           A. Yes.

15           **Q. What is that time limit?**

16           A. I believe they have five business days  
17 to complete the install. If it takes six  
18 business days, then the customer is to receive  
19 half off. If it goes past ten days, it's a 100  
20 percent credit.

21           **Q. Are you alleging that Windstream was**  
22 **showing the orders completed in order to**  
23 **circumvent this timeline?**

24           A. Yes.

1           **Q. Approximately how many incidents are you**  
2   **aware of where this has occurred?**

3           A. Just, for example, there were 3,558  
4   installs. Out of those, 1,170 of them did not  
5   happen correctly, including installs that were  
6   closed out. We still had to generate over 500  
7   trouble tickets in order to get the customer  
8   turned up.

9           **Q. Is it your understanding that orders**  
10   **which originate from Windstream are treated in**  
11   **this way?**

12          A. No.

13          **Q. What is your understanding as to the**  
14   **difference between installs ordered by Windstream**  
15   **compared to how you described installs ordered by**  
16   **Ohiotelnet above?**

17          A. Windstream orders happen in an extremely  
18   timely fashion. Whereas, our orders are handled  
19   usually at least two days before they do anything  
20   with them. I also believe that all of their  
21   installs typically happen within five days.

22          **Q. Do you believe that Windstream is**  
23   **discriminating against Ohiotelnet in processing**  
24   **trouble tickets?**

1 A. Yes, I do.

2 **Q. In what way?**

3 A. An example would be we generated over  
4 3,000 trouble tickets. Out of those 3,000,  
5 approximately 900 did not happen within 48 hours.

6 This is important because customers  
7 cannot call 911 when their phone is down. A lot  
8 of our customers are Lifeline. Lifeline is a  
9 program that provides a reduced rate in their  
10 phone bills to low income customers.

11 Another example would be move orders.  
12 Outside moves are, for example, you are moving  
13 from one location to another. Out of those we  
14 had 766. There were 132 that were late more than  
15 five days. 39 were completed in more than 15  
16 days. There were 144 trouble tickets placed  
17 where these did not happen properly.

18 **Q. Is it your belief that Windstream**  
19 **experiences the same excessive amount of trouble**  
20 **tickets and issues with these services in**  
21 **processing their own orders?**

22 A. No.

23 **Q. Why is that?**

24 A. Because we've had experience where

1 customers have left us and had things resolved in  
2 a day or so.

3 **Q. Do you have any additional examples**  
4 **where you believe Ohiotelnet's orders were**  
5 **treated differently by Windstream?**

6 A. Yes. Another example would be  
7 conversions as-is and there would be another  
8 example of conversions with changes. They  
9 followed the same pattern as outside moves,  
10 installs, and trouble tickets.

11 **Q. So these services were either delayed or**  
12 **not completed as timely as they would have been**  
13 **had they originated from Windstream?**

14 A. That's correct.

15 **Q. I'd like to talk now about the**  
16 **allegation that Windstream failed to unbundle**  
17 **network elements pursuant to the**  
18 **Telecommunications Act of 1996. Can you describe**  
19 **what a bundled network element is?**

20 A. A bundled network element would be a  
21 complete and active circuit that is functioning.  
22 It would consist of copper pairs, conditioning  
23 end point, which could be described as customer  
24 premise and active circuit working.

1           **Q. What is the purpose of unbundling these**  
2 **elements?**

3           A. So that the CLEC may provide its own  
4 services over a, for example, copper pair.

5           **Q. How is the unbundling accomplished? Is**  
6 **this something that's performed by Windstream or**  
7 **would Ohiotelnet have any control over whether**  
8 **the elements are bundled or unbundled?**

9           A. It's provided by Windstream. It's  
10 outlined in the rates and elements and physical  
11 collocation portion of our Interconnect  
12 Agreement.

13           **Q. So the Interconnection Agreement**  
14 **requires Windstream to unbundle network elements**  
15 **for sale to Ohiotelnet?**

16           A. Yes.

17           **Q. Were the network elements provided to**  
18 **Ohiotelnet as unbundled as required by the**  
19 **Interconnection Agreement?**

20           A. In some cases, yes.

21           **Q. When were they not?**

22           A. A specific example would be we had  
23 purchased ATM ports under resale. Under the  
24 resale they were billed to us separately as a

1 port and as transport to a location, which would  
2 be a conditioned copper pair or two conditioned  
3 copper pairs.

4 Once we became collocated, they stopped  
5 billing those separate, created a new obscure  
6 tariff that resulted in our bill being almost  
7 doubled. That tariff would provide transport and  
8 the port to any location within their LATA.  
9 Whereas, I am collocated and actually go get that  
10 port and we provide our own singling and  
11 conditioning.

12 As a result, that has caused us an  
13 additional \$4,623 and making it so it is not  
14 cost-effective for us to provide that service to  
15 customers in this area.

16 **Q. Ohiotelnet has claimed that Windstream**  
17 **directed a technician to install bridge coils on**  
18 **metallic circuits purchased by Midwest Service**  
19 **Management and used both for the business of**  
20 **Ohiotelnet and Midwest Service Management**  
21 **rendering these purchased circuits inoperable.**  
22 **Could you provide some details concerning this**  
23 **action by Windstream?**

24 A. Yes. We purchased several of these

1 metallic circuits which are basically dry pair,  
2 no load, no tap.

3 The technician who installed these  
4 circuits, his name is Dave Lentz. Dave came to  
5 me and told me what had happened that day.

6 As he took the work order and began to  
7 install the circuits, he called Hudson, Ohio,  
8 which is more or less their home office for here,  
9 it's where the engineering office is, and he  
10 says, "Hey, I can't put these on there. You know  
11 that'll make the circuit not work."

12 The intent of bridging coils is to keep  
13 circuits from working.

14 He was told, "Install the circuit the  
15 way the work order instructs you to do."

16 He told them again, "It'll keep the  
17 circuits from working."

18 He was told another time, "Install them  
19 the way the work order says."

20 As a result of that, and he says other  
21 things, Dave quit the company.

22 The circuits never worked. They were  
23 left up several weeks and we continued to get  
24 billed for them. Maybe it was several months.



1 Of course, we never paid for them.

2 **Q. Did Midwest Service Management purchase**  
3 **these circuits from Windstream?**

4 A. Yes. It was actually Alltel at the  
5 time.

6 **Q. What was the purpose of the circuits?**

7 A. To provide direct connectivity from 25  
8 West Main Street to the customer site.

9 **Q. If these circuits were operable, would**  
10 **it provide services that Windstream offers to**  
11 **customers?**

12 A. At that time they did not offer DSL  
13 services, which that's how we were going to  
14 condition the pairs.

15 **Q. Is it Ohiotelnet's belief that**  
16 **Windstream directed its technician to render**  
17 **these circuits inoperable to avoid MSM providing**  
18 **these services to customers?**

19 A. Yes. As a matter of fact, that  
20 statement was made to me by Dave Lentz.

21 **Q. Has Mr. Lentz indicated that he would**  
22 **testify in front of the PUCO if subpoenaed?**

23 A. Yes. He also indicated that since he is  
24 gainfully employed by a telecommunications

1 company, I would need to provide that subpoena.

2 **Q. Were the circuits purchased by MSM**  
3 **intended for a certain customer or customers?**

4 A. Yes.

5 **Q. Which customers were they intended**  
6 **for?**

7 A. I can recall Steve Layman, Jay Gilbert  
8 Reese, and Park National Bank.

9 **Q. Would these customers be a significant**  
10 **source of revenue for Midwest Service**  
11 **Management?**

12 A. Yes, absolutely. None of these  
13 customers are current customers and have not been  
14 since that time.

15 **Q. Based on Ohiotelnet's estimates, what**  
16 **revenue was lost in having these circuits**  
17 **rendered inoperable?**

18 A. In totality would be unknown. I have  
19 not had these customers for years. It also cost  
20 me computer business, server business, support  
21 services, because they had no confidence in me  
22 after I ordered those and couldn't get them to  
23 work. A dollar value would be hard to put. It  
24 would be in the hundreds of thousands.

1           **Q. What is the current status of the**  
2   **metallic circuits that were purchased?**

3           A. They're disconnected.

4           **Q. You've indicated that the lost revenue**  
5   **from the use of these circuits is hard to**  
6   **estimate. However, given the size of the market**  
7   **Ohiotelnet and Midwest Service Management serves,**  
8   **is there any other form of harm to the company?**

9           A. Reputation. I want to point out at that  
10   time we were doing roughly \$3 million a year in  
11   total sales. That has gone down to well under a  
12   million in totality for all my companies.

13          **Q. You believe that the company's inability**  
14   **to come through for these large customers has**  
15   **affected that reputation?**

16          A. Irreparable harm, lack of confidence.

17          **Q. Did Windstream provide contiguous county**  
18   **long-distance service to Ohiotelnet?**

19          A. Yes.

20          **Q. Ohiotelnet was billed by Windstream for**  
21   **this service?**

22          A. Yes, that's correct.

23          **Q. If Ohiotelnet wished to block contiguous**  
24   **county long-distance calls, what steps were**

1     **required?**

2           A.   We ordered a block to be placed on that  
3     customer's line.

4           **Q.   This was an action to be taken by**  
5     **Windstream?**

6           A.   By Windstream, yes.

7           **Q.   Did Ohiotelnet have any control over the**  
8     **block being placed or removed?**

9           A.   Only in that we would contact Windstream  
10    and ask that it be done.

11          **Q.   Have there been circumstances where a**  
12    **block was ordered by Ohiotelnet according to the**  
13    **described process and the block was not placed by**  
14    **Windstream resulting in charges to Ohiotelnet?**

15          A.   Yes.

16          **Q.   Could you describe that situation or**  
17    **those circumstances?**

18          A.   The customer was billed for it.  We  
19    passed on the contiguous long-distance charges to  
20    the customer.  The customer did not pay us.  They  
21    called us and complained and said they ordered it  
22    and they're not paying it.  This resulted in more  
23    non-collectibles and billing disputes.

24          **Q.   A customer would contact Ohiotelnet and**

1 **ask for the ability to make those types of calls**  
2 **be blocked, correct?**

3 A. Yes. It's important to note that you do  
4 not have to dial "one" first, so many of the  
5 customers didn't even know they were running up  
6 these charges.

7 **Q. In addition, Ohiotelnet has claimed that**  
8 **Windstream delayed its billing of usage sensitive**  
9 **charges for a significant period of time.**

10 A. That's true. In August, September, and  
11 October of 2004 we received no billing for these  
12 services for any customer usage sensitive  
13 charges.

14 **Q. Could you describe what a usage**  
15 **sensitive charge is?**

16 A. Long-distance charges, contiguous county  
17 long-distance charges, a la carte charges such as  
18 star 69.

19 **Q. What makes these charges usage**  
20 **sensitive?**

21 A. Because they're purchased a la carte  
22 based on use.

23 **Q. What period of time did it take to have**  
24 **these charges resolved?**

1           A. It took about four months to get these  
2 charges resolved.

3           **Q. It was four months before Ohiotelnet had**  
4 **notice of the charges or four months after notice**  
5 **was received?**

6           A. It took four months for us to get the  
7 actual charge. When we did receive the charge,  
8 we received four months of charges within a  
9 three-day period of time. In other words, we  
10 received revised bills that were more correct for  
11 those four months within a three-day period of  
12 time.

13          **Q. Do you have an estimate of the**  
14 **additional charges that appeared on the revised**  
15 **bills?**

16          A. Five to \$10,000.

17          **Q. What effect did this delay in billing**  
18 **from Windstream to Ohiotelnet have?**

19          A. When the customer finally realized that  
20 they had ran up thousands of dollars of a la  
21 carte charges, they simply did not pay the bill,  
22 resulting in non-collectibles, loss of customer,  
23 loss of reputation.

24          **Q. Did Windstream take any action against**

1    **Ohiotelnet as a result of these delayed**  
2    **charges?**

3           A.   Yes.  They placed an embargo on us.  We  
4    had to contact the PUCO to work on this.

5           **Q.  Was the embargo placed due to the**  
6    **nonpayment?**

7           A.   Yes.  We disputed these charges and they  
8    refused to hear our disputes.

9           The embargo caused us additional harm  
10   because we could not accept any new customers.  
11   They would not process move orders or restores  
12   also during that embargo time.

13          **Q.  Just to be clear, the charges for**  
14   **contiguous county long-distance calls occurred**  
15   **during this delay in billing as well; is that**  
16   **accurate?**

17          A.   Yes.

18          **Q.  In his prefiled testimony Scott Terry**  
19   **providing statements concerning Ohiotelnet's**  
20   **relationship with its customers and Windstream's**  
21   **lack of a customer relationship.**

22                Specifically Mr. Terry stated that  
23   Windstream has no relationship with the end user  
24   of service or Ohiotelnet's customers, and if a

1 customer needs to make a change to services or  
2 report trouble, the customer deals with  
3 Ohiotelnet. Is this accurate?

4 A. That is accurate.

5 Q. How is Windstream involved when a  
6 customer requests changes or has trouble with  
7 their services?

8 A. Since we do resale services for  
9 Windstream, we are acting in their behalf to do  
10 the above described by Scott Terry.

11 We have made our best good-faith effort  
12 to provide proper customer service to the  
13 customers and many times Windstream will not  
14 provide timely.

15 Q. Mr. Terry has also stated that  
16 Ohiotelnet has tried to assert it's an agent of  
17 Windstream. Is this accurate?

18 A. The word "agent," I'm not sure. It has  
19 a legal meaning. We resale for them.

20 A similar thing would be my other  
21 business, Midwest Service Management, resells  
22 computers for many companies. These companies  
23 provide a great deal of help. Windstream  
24 provides obstructions.



1           **Q. Has Ohiotelnet ever asserted that it is**  
2 **acting on Windstream's behalf?**

3           A. We do resale services for Windstream, so  
4 any of the orders that we place with Windstream  
5 would be for Windstream.

6           **Q. Is this resale arrangement authorized by**  
7 **the PUCO?**

8           A. It is authorized by the PUCO and the  
9 arbitrated agreement.

10          **Q. Mr. Terry has stated that Ohiotelnet**  
11 **claims if its customers do not pay Ohiotelnet**  
12 **then Ohiotelnet does not have to pay Windstream**  
13 **for services. Is that accurate?**

14          A. That is not accurate. Ohiotelnet has  
15 indicated to Mr. Terry on more than one occasion  
16 that taxes on non-collectibles should not be  
17 paid.

18          **Q. Has Ohiotelnet ever refused to pay**  
19 **Windstream for undisputed services on the basis**  
20 **that its customers had not paid for those**  
21 **services?**

22          A. No.

23          **Q. In his prefiled testimony Mr. Terry**  
24 **cited August 2008 as a "drastic" turning point**

1   **for paid invoices by Ohiotelnet. Are there any**  
2   **events or actions by Windstream which correlate**  
3   **to this period in time?**

4       A. Yes. We were actually purchasing a  
5   great deal less from Windstream at that time. In  
6   '07 we had purchased about \$500,000 from  
7   Windstream. In '08 we purchased about \$286,000.  
8   Therefore, we would be paying a lot less because  
9   we are buying a lot less.

10       **Q. Mr. Terry has also stated that**  
11   **Ohiotelnet has not paid an invoice in full since**  
12   **August of 2008 and is not acting within the terms**  
13   **of the Interconnection Agreement. Would you**  
14   **agree with this?**

15       A. Those are two questions or two  
16   statements, so I will answer them individually.

17       We have never paid an invoice in full  
18   because we've never received an invoice that  
19   contained proper billing. Every invoice had  
20   improper billing and it was necessary for  
21   disputes every month.

22       The Interconnection Agreement clearly  
23   has a dispute process which we were following and  
24   they were not honoring.

1           **Q. The invoices submitted by Windstream**  
2 **were not paid in full by Ohiotelnet due to the**  
3 **disputed amounts; is this correct?**

4           A. That's correct.

5           **Q. Were undisputed amounts paid in full?**

6           A. Yes.

7           **Q. What is an embargo?**

8           A. An embargo stops us from taking any new  
9 customers, change orders, move orders. It's not  
10 supposed to, but they stopped us from restores  
11 when people would come in and pay.

12           I want to point out also no customer  
13 could use 911 after they were turned off and came  
14 in and paid the restore and could not get turned  
15 back on.

16           **Q. Did Windstream issue an embargo to**  
17 **Ohiotelnet during the period of the**  
18 **Interconnection Agreement?**

19           A. Yes.

20           **Q. When did that occur?**

21           A. It happened multiple times.

22           **Q. Was the reason for the embargo the same**  
23 **on each occasion?**

24           A. Yes.

1           **Q. What was the reason stated by**  
2 **Windstream?**

3           A. Short pay.

4           **Q. Could you define "short pay"?**

5           A. We paid the non-disputed amount and  
6 would not pay the disputed amount.

7           **Q. Just to be clear, the terms of the**  
8 **Interconnection Agreement provide that disputed**  
9 **amounts are not required to be paid but submitted**  
10 **through the dispute process. Yet, did Windstream**  
11 **embargo Ohiotelnet for non-payment of these**  
12 **disputed amounts?**

13          A. Yes. They did so on multiple  
14 occasions.

15          **Q. Mr. Terry stated the purpose of the**  
16 **embargo was to stop the incursion of charges that**  
17 **would not be paid by Ohiotelnet while having no**  
18 **effect on Ohiotelnet's existing customers. Did**  
19 **the embargo have an effect on Ohiotelnet's**  
20 **customers?**

21          A. Yes.

22          **Q. Could you explain the effect it had?**

23          A. Would not do move orders, change orders,  
24 or restores if the customer paid while the

1 embargo was in effect.

2 Q. Under the terms of the Interconnection  
3 Agreement, was Windstream required to perform any  
4 services while an embargo was in place?

5 A. Yes.

6 Q. Which services were those?

7 A. Disconnects, restores, suspends, and  
8 change orders to remove features.

9 Q. Did Ohiotelnet put in service requests  
10 for those services while an embargo was in  
11 place?

12 A. Yes.

13 Q. Were those services performed by  
14 Windstream?

15 A. Not all of them. They refused to do  
16 restores and change orders.

17 Q. On Page 12 of his prefiled testimony  
18 Mr. Terry disputes Windstream's embargo and  
19 disconnect actions caused Ohiotelnet to lose  
20 customers, including the notices sent to  
21 Ohiotelnet's customers, and claims Ohiotelnet  
22 began losing customers, according to his  
23 calculations, between April 2007 and April 2008.

24 Mr. Terry comes to the conclusion that

1    **Ohiotelnet was losing customers for reasons other**  
2    **than Windstream's actions and was unable to pay**  
3    **its bills resulting in action by Windstream to**  
4    **embargo and disconnect. Is this accurate?**

5           A. No.

6           **Q. How is it not accurate?**

7           A. If we would put in a move order if a  
8    customer moved, Windstream did not move the  
9    customer, so they would have to switch if they  
10   wanted phone service because they had no choice.

11          **Q. Was Ohiotelnet losing customers between**  
12   **April 2007 and April of 2008?**

13          A. Yes. The pattern of Windstream to not  
14   work orders timely, to not do move orders, to not  
15   do change orders, to not work trouble tickets  
16   timely resulted in a loss of reputation and many  
17   customers changed service to buy directly from  
18   Windstream.

19          **Q. In April of 2010 Ohiotelnet's customers**  
20   **were sent a notice concerning the disconnection**  
21   **by Windstream of resale services.**

22                **Mr. Terry references a letter sent by**  
23   **Ohiotelnet (Exhibit ST5) and gives the opinion**  
24   **that this letter was the reason many of**

1    **Ohiotelnet's resale customers now have service**  
2    **with Windstream. Would you agree with his**  
3    **opinion?**

4            A. No.

5            **Q. Can you elaborate?**

6            A. Windstream had sent out a letter without  
7    my knowledge or without my approval which led the  
8    customers to believe that the PUCO had ordered  
9    that we go out of business.

10           Subsequently I sent out a letter  
11    explaining that we had chosen to exit the  
12    Windstream dial tone resale portion of our  
13    business.

14           The reason why we made that decision was  
15    because we couldn't get move orders, change  
16    orders, installs, trouble tickets worked  
17    timely.

18           **Q. The April 2010 notice sent by Windstream**  
19    **to Ohiotelnet's customers was approved by order**  
20    **of the Public Utilities Commission, correct?**

21           A. Yes. However, I had never seen the  
22    letter and it was sent out unilaterally with OTN  
23    as a signature on it.

24           It had been agreed to in the settlement

1 conference in October of '09 that the notice to  
2 the customer would be approved by both parties  
3 and that I would be notified.

4 It was also agreed to that in that  
5 letter it would have more than one choice for the  
6 customer to move to.

7 It was also agreed to during that  
8 settlement conference and was stated clearly by  
9 the PUCO staff that no customer would be  
10 disconnected.

11 It was stated by the PUCO staff that the  
12 process would be if the customer does nothing,  
13 the service would revert back to Windstream.

14 **Q. Can you explain the reason why you were**  
15 **not provided notice before the letter was sent**  
16 **out to Ohiotelnet's customers?**

17 A. Cathy Hobbs did not notify me. She did  
18 not notify anyone at Ohiotelnet.

19 She subsequently sent Annette Duboe an  
20 e-mail with the content of the letter saying that  
21 she had lost the e-mail address that she had just  
22 e-mailed to and notified her the letter was going  
23 to go out the next day.

24 **Q. Does the Interconnection Agreement**



1 specify who is to be contacted in the event of a  
2 disconnection notice sent to Ohiotelnet's  
3 customers?

4 A. Yes.

5 Q. Who is that contact?

6 A. Myself, and I was not notified.

7 Q. Had Windstream sent any notices to  
8 Ohiotelnet's customers prior to the April 2010  
9 notice?

10 A. Yes, they did.

11 Q. When was the notice sent?

12 A. It was June of '09.

13 Q. What were the circumstances leading to  
14 the June 2009 notice?

15 A. We were working with Windstream pursuant  
16 to the Interconnect Agreement to resolve billing  
17 disputes. We thought we were still in the  
18 informal dispute resolution process portion of  
19 the Interconnect Agreement. They unilaterally  
20 sent out a letter to all the customers saying  
21 that the customers would be disconnected.

22 Q. Are you aware of the contents of the  
23 letter?

24 A. Yes, I am. I will paraphrase it without

1 having it in front of me. It said something to  
2 the effect of, "Due to no action of your own, you  
3 will be disconnected on this date."

4 **Q. Did the letter include contact**  
5 **information for Windstream?**

6 A. Yes, it did.

7 **Q. When Ohiotelnet's customers contacted**  
8 **the number indicated on the notice for**  
9 **Windstream, did Windstream's representatives make**  
10 **any statements concerning Ohiotelnet?**

11 A. Yes.

12 **Q. What were those statements?**

13 A. That we were going out of business.

14 **Q. And these statements were made in June**  
15 **of 2009?**

16 A. Yes. As I had indicated earlier in  
17 testimony, Kinder Environmental was told that as  
18 early as February of 2009. I believe that they  
19 had been telling customers that for a long period  
20 before then.

21 (Thereupon Exhibits TC-2 through TC-5  
22 were marked.)

23 **Q. I've handed you a series of affidavits**  
24 **marked for identification as TC-2 through TC-5.**

1     **Do you recognize these affidavits?**

2             A.   Yes, I do.

3             **Q.   Are they from customers of**  
4     **Ohiotelnet.com?**

5             A.   All but one.

6             **Q.   Who is the affidavit who's not a**  
7     **customer of Ohiotelnet?**

8             A.   It would be a customer service  
9     representative representing Ohiotelnet.

10            **Q.   Does she identify additional customers**  
11   **of Ohiotelnet?**

12            A.   Yes, she does.

13            **Q.   In each of these affidavits what is**  
14   **indicated that Ohiotelnet's customers were told**  
15   **when they contacted the number Windstream**  
16   **provided on the notice sent in June of 2009?**

17            A.   That we're going out of a business.

18                    As a matter of fact, I called them when  
19   I received a notice just to see what they'd say.  
20   Their exact words were, "They're turning out the  
21   lights. They're done. They're going out of  
22   business."

23            **Q.   Is it your belief that these statements**  
24   **made by Windstream's representatives to**

1 **Ohiotelnet's customers after receiving the June**  
2 **2009 notice had an effect on Ohiotelnet's**  
3 **customer accounts and revenue?**

4 A. Yes, it did.

5 **Q. What effect do you believe it had?**

6 A. Loss of revenue, non-pays, more  
7 non-collectibles, loss of reputation, loss of DSL  
8 customers.

9 They also moved into the computer  
10 business. Many of my computer customers thought  
11 we were going out of business. They would no  
12 longer buy a maintenance contract, quit  
13 purchasing servers and PCs.

14 **Q. Basically Ohiotelnet is asserting**  
15 **Windstream sent this notice advising Ohiotelnet's**  
16 **customers to contact Windstream, and when they**  
17 **did it informed them Ohiotelnet and Midwest**  
18 **Service Management were closing down and offered**  
19 **Windstream services as a substitute?**

20 A. Yes. As I indicated earlier, Kinder  
21 Environmental was told as early as February of  
22 '09 that we were going out of business, and the  
23 reason that their service was taken down is that  
24 we did not pay our bill.

1           **Q. Has Ohiotelnet suffered a loss of**  
2 **productivity due to the documentation, tracking,**  
3 **and personnel requirements concerning these**  
4 **billing disputes and failure by Windstream to**  
5 **comply with the terms of the Interconnection**  
6 **Agreement?**

7           A. Yes. My customer service people have  
8 spent at least 2,726 hours documenting and  
9 tracking billing disputes.

10           This does not count productivity loss  
11 due to customer complaints, customers standing at  
12 the counter complaining, continuously talking to  
13 Windstream about things we should never talk  
14 about such as late move orders, change orders,  
15 installs, and trouble tickets.

16           **Q. Do you believe that these issues that**  
17 **you were required to track and spend additional**  
18 **time on are above and beyond the average amount**  
19 **in a company doing business in your industry?**

20           A. Yes. The total amount of billing  
21 disputes is approximately 8 percent of the total  
22 billing.

23           If we were to be compensated at contract  
24 rates to reimburse us for tracking fraudulent

1 billing practices, that amount is \$35 an hour and  
2 would work out to \$95,410.

3 **Q. Does this conclude your testimony at**  
4 **this time?**

5 A. Yes.

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24



**Kinder  
Environmental  
Services, Inc.**

2112 Cherry Valley Road, Newark, OH 43055  
Office: 740-522-0762 Fax: 740-522-0763

February 9, 2009

Ohiotelnet.com, Inc.  
Attn Mr. Tom Cotton  
25 West Main Street  
Newark, Ohio 43055

Dear Mr. Cotton

Here is a summary of our recent problems with the internet/e-mail and Windstream.

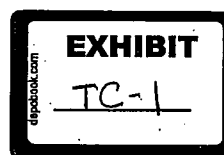
Wednesday Jan 28 lost our service. Not certain of the time as we were not in the office.

Tuesday Jan 29 I tried to restore service by checking modem, router, etc. called MSM talked to Mike, he said you were not having problems with service and that he would check with Windstream concerning our DSL service. Mike called back and said Windstream had an order from Kinder Environmental to transfer us to Sprint. Tried numbers in phone book to reach Windstream and could only get automated systems. John Kinder then called the Windstream office in N.C., after much discussion that we had not requested a change in service we were told that our service would be back in place 5:00 pm that day.

Friday Jan 30 arrived at office at 8:00 AM to find that the service was still off. John Kinder called Windstream's DSL Reporting Center 1-866-356-7092 to find out why service was still out. Lady again promised that service would be restored and she said she would call when service was restored. We did not receive a call back.

Sat. Jan 31 John Kinder in office and found that we still had no service, He called the above number and was told that someone would call us Monday Feb 2nd.

Monday Feb 2. Still no service at 8:00AM, waited until approximately 10:15 AM, then John again called Windstream. At this point the story changed, now we were disconnected because Ohiotelnet had not paid their bills to Windstream. Not knowing the amount John asked if we could pay Windstream directly for service. At this point Jennifer responded that we could purchase their internet/e-mail service for \$40.00 per month.

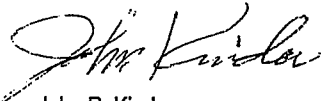


Monday Feb 2. I called you, then tried one more Windstream number. Windstream action line 1-800-336-4699, talked to Larry, he said he could not solve problem immediately, would look into the matter and call back. I am still waiting for that call.

Monday Feb 2 mid-afternoon service was restored.

This document written by S.V. Jackson, Jr., Director of Engineering for Kinder Environmental Services, Inc.

Respectfully yours;

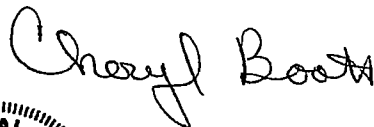


John P. Kinder  
President

Cc: File

County of Licking  
State of Ohio

Sworn to before me this 28<sup>th</sup> day  
of June, 2010.



CHERYL BOOTH  
Notary Public, State of Ohio  
My Commission Expires  
8-13-14



**AFFIDAVIT**

On or about June 15, 2009, I Michelle Ables, received a letter from Windstream, saying I was going to lose my phone service, if I did not find an alternative provider. Not wanting to go without phone service, I contacted the number that was on the letter I received. I was told Windstream, that OHIOTELNET.COM, INC. WAS GOING OUT OF BUSINESS. They told me that I had to switch my phone service provider or I would lose my phone service.

Michelle Ables  
Michelle Ables

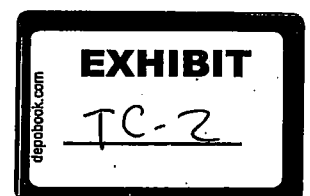
State of Ohio  
County of Licking

Sworn to before me and signed in my presence this 1<sup>st</sup> day of  
December, 2009.



CHERYL BOOTH  
Notary Public, State of Ohio  
My Commission Expires  
8-13-14

Cheryl Booth  
Cheryl Booth  
Notary Public, State of Ohio  
My commission expires August 13, 2014



**AFFIDAVIT**

On or about June 24, 2009, I Melisha Hindel, received several calls from our customers, saying Windstream said Ohiotelnet.com, Inc. was going out of business. The customers that told me this were all long time customers of Ohiotelnet.com, Inc. and they all switched their services to Windstream because of this, and did not want to. The customers were Crystal Lamp, Betty Lucas, Roy Eaves, Tom Cotton, Stephanie Eppley and Michelle Ables.

Melisha Hindel  
Melisha Hindel

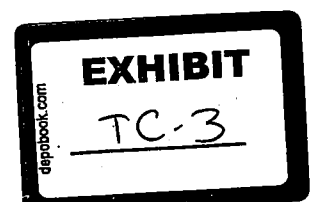
State of Ohio  
County of Licking

Sworn to before me and signed in my presence this 12<sup>th</sup> day of  
November, 2009.



CHERYL BOOTH  
Notary Public, State of Ohio  
My Commission Expires  
8-13-14

Cheryl Booth  
Cheryl Booth  
Notary Public, State of Ohio  
My commission expires August 13, 2014



**AFFIDAVIT**

On or about June 15, 2009, I Betty Lucas, received a letter from Windstream, saying I was going to lose my phone service, if I did not find an alternative provider. Not wanting to go without phone service, I contacted the number that was on the letter I received. I was told by April, a worker of Windstream's, that OHIOTELNET.COM, INC. WAS GOING OUT OF BUSINESS. They told me that I had to switch my phone service provider or I would lose my phone service.

Betty J. Lucas  
Betty Lucas

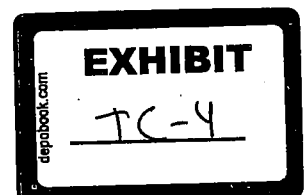
State of Ohio  
County of Licking

Sworn to before me and signed in my presence this 15<sup>th</sup> day of  
December, 2009.



CHERYL BOOTH  
Notary Public, State of Ohio  
My Commission Expires  
8-13-14

Cheryl Booth  
Cheryl Booth  
Notary Public, State of Ohio  
My commission expires August 13, 2014



**AFFIDAVIT**

On or about June 16, 2009, I Roy Eaves, received a letter from Windstream, saying I was going to lose my phone service, if I did not find an alternative provider. Not wanting to go without phone service, I contacted the number that was on the letter I received. Windstream told me that OHIOTELNET.COM, INC. WAS GOING OUT OF BUSINESS. They told me that I had to switch my phone service provider or I would lose my phone service.

Roy J. Eaves  
ROY/EAVES

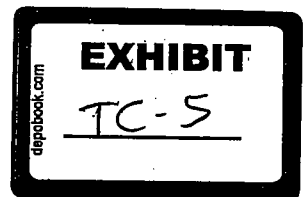
State of Ohio  
County of Licking

Sworn to before me and signed in my presence this 20<sup>th</sup> day of  
November, 2009.



CHERYL BOOTH  
Notary Public, State of Ohio  
My Commission Expires  
8-13-14

Cheryl Booth  
Cheryl Booth  
Notary Public, State of Ohio  
My commission expires August 13, 2014



**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**11/12/2010 3:06:02 PM**

**in**

**Case No(s). 09-0515-TP-CSS**

Summary: Testimony of Thomas Cotton on behalf of Complainant, OHIOTELNET.COM, Inc.  
electronically filed by Mr. James R Cooper on behalf of OHIOTELNET.COM, INC.