

BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO

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

OF

ANNETTE DUBOE

ON BEHALF OF
OHIOTELNET.COM, INC.

1 **Q. Could you state your name and business**
2 **address?**

3 A. Annette M. Duboe. 25 West Main Street,
4 Newark, Ohio 43055.

5 **Q. What was your position with Ohiotelnet**
6 **during these billing disputes?**

7 A. Manager.

8 **Q. Were you the primary contact for**
9 **Windstream in Ohiotelnet's customer accounts?**

10 A. Yes.

11 **Q. Were you responsible for tracking**
12 **billing disputes with Windstream?**

13 A. Yes.

14 **Q. What is the purpose of your testimony**
15 **today?**

16 A. The purpose of my testimony is to
17 provide testimony regarding the billing disputes
18 between Ohiotelnet and Windstream, specifically
19 where Windstream failed to perform orders
20 requested by Ohiotelnet under our Interconnection
21 Agreement, and give some specific incidences to
22 back-up that information.

23 **Q. I'd like to talk to you a little bit**
24 **about the billing system used by Ohiotelnet. Can**

1 **you explain how Ohiotelnet bills and tracks the**
2 **bills sent to its customers?**

3 A. Ohiotelnet receives a monthly bill from
4 Windstream for the resale services sold to
5 Ohiotelnet's customers.

6 When the bill comes in from Windstream I
7 review the bill item by item checking for
8 discrepancies. If there are discrepancies, I
9 dispute them back to Windstream and, of course,
10 turn around and bill Ohiotelnet's customers for
11 the accurate billing information.

12 **Q. Is checking the bill for discrepancies a**
13 **normal job function for you?**

14 A. Yes.

15 **Q. Does Windstream bill Ohiotelnet's**
16 **customers directly?**

17 A. No.

18 **Q. Can you explain how Ohiotelnet is billed**
19 **by Windstream?**

20 A. Ohiotelnet places orders with Windstream
21 from new orders to move orders to change orders,
22 suspends, installs, disconnects.

23 It's my job to track the orders that
24 were placed with Windstream to correctly identify

1 on the Windstream bill to Ohiotelnet that those
2 changes have been made and make sure that the
3 customers are not being charged for services that
4 were dropped or services that were canceled but
5 continue to be billed for service.

6 **Q. What is an ASOC code?**

7 A. An ASOC code would be an equivalent to a
8 part number. There are specific ASOC codes for
9 every feature of service that a customer could
10 use or order with their telephone service.

11 **Q. Are the services provided by Windstream**
12 **to Ohiotelnet designated by ASOC code on its**
13 **invoices?**

14 A. Yes.

15 **Q. Where do the ASOC codes appear on the**
16 **billing from Windstream to Ohiotelnet?**

17 A. The ASOC codes appear on the electronic
18 version of the bill that we receive monthly from
19 Windstream.

20 **Q. Are electronic bills always received by**
21 **Ohiotelnet?**

22 A. Yes.

23 **Q. Have they always been received since the**
24 **Interconnection Agreement was entered into?**

1 A. No.

2 Q. When did Ohiotelnet begin receiving
3 electronic bills?

4 A. I believe December of 2002.

5 Q. In reviewing the bills received from
6 Windstream, did you review both the paper and
7 electronic bills?

8 A. Yes.

9 Q. I'd like to generally discuss the
10 billing disputes and some of the charges that
11 were improper. Can you state in general how a
12 charge would be disputed or considered improper
13 by Ohiotelnet?

14 A. Sure. For example, installation
15 charges, if an installation is not done in a
16 timely fashion, according to the minimum
17 telephone service standards, the customer gets a
18 discount or a complete credit off of their
19 installation fee.

20 There are certain times that a customer
21 will order a block to prevent certain usage
22 sensitive charges from being bestowed on their
23 telephone by their children, by themselves, by
24 whomever may use their telephone. Then those

1 charges would show up on their bill even though
2 they had the block to prevent them.

3 **Q. Ohiotelnet would then dispute these**
4 **charges being on that customer's bill?**

5 A. Absolutely.

6 **Q. Was Ohiotelnet responsible for paying**
7 **these disputes to Windstream?**

8 A. No.

9 **Q. Why was Ohiotelnet not responsible for**
10 **paying these disputes?**

11 A. The Interconnection Agreement states
12 that Ohiotelnet is to pay all undisputed amounts.
13 Each month I would tally up the bill amounts, the
14 disputed amounts, and we would render the amount
15 paid based on that, the difference from the
16 amount due and the disputed amounts, to
17 Windstream.

18 **Q. Can you explain the procedure where you**
19 **would review the invoices from Windstream for**
20 **improper charges?**

21 A. Well, I would first review the paper
22 bills at face value. Then I would take the
23 electronic form of the invoice and compare it to
24 the orders that were placed in Windstream Express

1 and also compare features within the customer
2 telephone number, the billing telephone number.

3 If there were certain features that this
4 customer had, the blocks, et cetera, that would
5 prevent other charges from showing up on the
6 invoice, I would compare within their information
7 those two categories.

8 **Q. On average how long did this process**
9 **take?**

10 A. 25 hours per month.

11 **Q. Did an increase in the number of**
12 **disputes increase the amount of time you had to**
13 **spend reviewing each invoice?**

14 A. Yes.

15 **Q. What is Windstream Express?**

16 A. Windstream Express is a software package
17 that is web accessible that Ohiotelnet uses to
18 enter all orders, trouble tickets, and billing
19 disputes.

20 **Q. Did this system always exist?**

21 A. No.

22 **Q. What type of system for submitting**
23 **billing disputes existed prior to Windstream**
24 **Express?**

1 A. Paper. We would have to track them
2 manually and submit them by e-mail or fax to
3 Windstream to have them review them.

4 **Q. Do you continue to track disputes**
5 **manually?**

6 A. Yes.

7 **Q. Do you maintain a record of those**
8 **disputes at Ohiotelnet?**

9 A. I do. I have an Excel spreadsheet.

10 **Q. Does that spreadsheet contain the entire**
11 **history of disputes submitted to Windstream?**

12 A. It contains the history from April of
13 2004 on.

14 **Q. Once a dispute is submitted to**
15 **Windstream by Ohiotelnet, is there a timeline for**
16 **that dispute to be resolved under the**
17 **Interconnection Agreement?**

18 A. Yes, there is.

19 **Q. Does Windstream submit a response to the**
20 **disputes within this timeline?**

21 A. No.

22 **Q. How long do the disputes usually take to**
23 **be resolved, on average?**

24 A. On average I would say six months. Some

1 of them are unresolved from 2004, 2005.

2 **Q. What type of responses to disputes does**
 3 **Ohiotelnet receive from Windstream?**

4 A. Windstream responds with either an
 5 acceptance, a rejection, or they close it out.

6 **Q. When it's closed out, what effect does**
 7 **that have on the dispute?**

8 A. A closed out dispute just means that
 9 it's been open too long and we have not come to
 10 an agreement on it and they close out the
 11 order.

12 **Q. Is that amount still owed to Windstream**
 13 **by Ohiotelnet?**

14 A. No.

15 **Q. Is there an explanation provided with**
 16 **Windstream's decision when a dispute is**
 17 **submitted?**

18 A. Yes.

19 **Q. What is the process if Ohiotelnet**
 20 **disagrees with Windstream's decision concerning a**
 21 **dispute?**

22 A. Ohiotelnet would either resubmit the
 23 billing dispute or they have option to invoke the
 24 informal dispute resolution process out of the

1 Interconnection Agreement.

2 **Q. In Ohiotelnet's prehearing statement**
3 **filed November 5th, 2010, Ohiotelnet provided a**
4 **list of 80 categories of disputes labeled by ASOC**
5 **code. Are you the creator of this list?**

6 A. Yes.

7 **Q. How was this list created or what was**
8 **the source used to create this list?**

9 A. The source was all the billing disputes
10 submitted to Windstream. They were taken and put
11 into an Excel spreadsheet and compiled by whether
12 or not Windstream agreed to give credit for the
13 particular dispute, whether they rejected to give
14 the credit, or if they have not worked the
15 dispute at all.

16 **Q. This spreadsheet was the one you**
17 **referenced previously which was updated upon your**
18 **review of each monthly invoice from Windstream,**
19 **correct?**

20 A. That is correct.

21 **Q. Is this a record that you maintain in**
22 **the normal course of your business?**

23 A. I have to.

24 **Q. You are the custodian of that record and**

1 **those invoices received from Windstream?**

2 A. Yes, I am.

3 **Q. Is this list of categories and the**
4 **record you maintain a true and accurate**
5 **reflection of the invoices from Windstream that**
6 **you have in Ohiotelnet's control?**

7 A. Yes, it is.

8 **Q. Is that record updated only by you?**

9 A. Yes.

10 (Thereupon Exhibit AD-1 was marked.)

11 **Q. I've handed you a record that we're**
12 **marking for identification as AD-1. Do you**
13 **recognize this record?**

14 A. Yes.

15 **Q. What is it?**

16 A. It's an invoice received by Ohiotelnet
17 from Windstream dated September 3rd, 2008.

18 **Q. Is this the type of invoice that you**
19 **referenced in your testimony previously received**
20 **from Windstream by Ohiotelnet?**

21 A. It is.

22 **Q. And this is the type of invoice you**
23 **would receive on a monthly basis from Windstream**
24 **for charges generated by Ohiotelnet's**

1 **customers?**

2 A. Correct.

3 **Q. Can you identify a billing dispute on**
4 **this particular record?**

5 A. I can.

6 **Q. What is that billing dispute?**

7 A. The amount is for \$14.33. It is ASOC
8 Code C22201MR. It is for third-party billing.
9 It is actually a service that is billed on behalf
10 of MCI, which is another telephone company that
11 does not have any Interconnection Agreement with
12 Ohiotelnet.

13 **Q. This was an invoice with a charge that**
14 **you submitted as a dispute to Windstream?**

15 A. Yes.

16 **Q. Has the dispute been resolved with**
17 **Windstream?**

18 A. No.

19 **Q. Has it been closed by Windstream?**

20 A. Yes.

21 **Q. When was the invoice received?**

22 A. September 2008.

23 **Q. And where is it located on Ohiotelnet's**
24 **premises?**

1 A. It is in Cabinet 1, Drawer 2.

2 Q. In which folder?

3 A. In the September 2008 folder.

4 (Thereupon Exhibit AD-2 was marked.)

5 Q. I've handed you an exhibit that's been
6 marked for identification as AD-2. What is
7 that?

8 A. This is a copy of the May 3rd, 2007
9 bill.

10 Q. Is this the type of invoice that you
11 referred to previously that Ohiotelnet receives
12 on a monthly basis from Windstream?

13 A. It is.

14 Q. Can you identify a disputed charge on
15 this bill?

16 A. I can.

17 Q. What is the dispute, and can you
18 describe why it's a disputed charge?

19 A. I sure can. On this particular incident
20 this was a new install. This was a customer's
21 new service.

22 Actually, we had to place a trouble
23 ticket to get the customer turned up. The order
24 was placed on April the 18th. Windstream said

1 that they completed the order on April the 19th.
2 However, Ohiotelnet, upon the customer
3 complaining that the order was not worked, had to
4 place a trouble ticket.

5 Once Windstream worked the trouble
6 ticket, it came back that it was a programming
7 issue as to why the customer's phone service did
8 not get installed correctly on the 19th.

9 Therefore, the customer's service did
10 not get turned up until April the 26th, which is
11 past the five business day guarantee which, in
12 turn, gives the customer half off of the
13 install.

14 **Q. Can you identify the ASOC code for that**
15 **type of dispute?**

16 A. Actually, there are two. They are COR
17 and SOCRR.

18 **Q. Was this dispute submitted to Windstream**
19 **in the process you described?**

20 A. Yes.

21 **Q. Was it resolved by Windstream? If so,**
22 **what was the resolution? Was it closed?**

23 A. Windstream actually denied credit. They
24 said it only took one day to install.

1 Had there not have been a trouble
2 ticket, that might have been the case. Since
3 there was a trouble ticket that had to be placed
4 to get the customer's installation turned up and
5 functioning correctly, that makes it six business
6 days.

7 **Q. Was that dispute closed by Windstream?**

8 A. It was, and no credit was given to
9 Ohiotelnet.

10 **Q. When was that invoice received?**

11 A. May of 2007.

12 **Q. And where is it located on Ohiotelnet's**
13 **premises?**

14 A. It is in Cabinet 1, Drawer 2, in the May
15 2007 folder.

16 (Thereupon Exhibit AD-3 was marked.)

17 **Q. I've handed you a record that's been**
18 **identified as Exhibit AD-3. Can you tell me what**
19 **that is?**

20 A. Yes. It's the March 5th, 2007 bill.

21 **Q. And is it the type of invoice, as you**
22 **referred to in your testimony previously,**
23 **received by Ohiotelnet from Windstream on a**
24 **monthly basis?**

1 A. It is.

2 Q. Can you identify a disputed charge on
3 this invoice?

4 A. I can.

5 Q. What is that disputed charge and why was
6 it disputed?

7 A. This is for installation fees. It was
8 disputed because the customer is a Lifeline
9 qualified customer. If you are qualified for the
10 Lifeline program, you do not pay installation
11 charges as part of that program.

12 Q. And the customer was assessed an
13 installation charge in this case?

14 A. They were.

15 Q. What is the ASOC code for that
16 particular dispute?

17 A. For this particular dispute there's
18 actually three, the first one being COR, PVRR,
19 and SOCRR.

20 Q. Was this dispute submitted to
21 Windstream?

22 A. It was.

23 Q. And was the dispute resolved?

24 A. No. Windstream rejected the dispute.

1 Q. Did they subsequently close the
2 dispute?

3 A. They did.

4 Q. When was the invoice received again?

5 A. March of 2007.

6 Q. And where is it located on Ohiotelnet's
7 premises?

8 A. In Cabinet 1, Drawer 2, in the March
9 2007 folder.

10 Q. The 80 categories of disputes we
11 referenced previously contain an ASOC code along
12 with a disputed amount and number of disputes; is
13 that correct?

14 A. Yes.

15 Q. You testified that this list of ASOC
16 codes and disputes was generated from a record
17 you maintain in the ordinary course of business
18 reviewing each monthly invoice; is that
19 correct?

20 A. That is correct.

21 Q. Do each of the 80 categories, dispute
22 amounts, and disputes listed on the prehearing
23 statement submitted by Ohiotelnet.com have a
24 corresponding monthly invoice similar to the

1 **three invoices that we just reviewed?**

2 A. They do.

3 **Q. Are all of these invoices located in the**
4 **prehearing statement on Ohiotelnet's premises?**

5 A. Yes, they are.

6 **Q. Is the location of each invoice**
7 **indicated on the prehearing statement?**

8 A. It is.

9 **Q. And that location is as we described in**
10 **each of the three invoices that we just**
11 **reviewed?**

12 A. Yes.

13 **Q. Is Ohiotelnet able to locate and**
14 **identify each invoice associated with each**
15 **billing dispute listed on the prehearing**
16 **statement using this method?**

17 A. Yes.

18 **Q. I'd like to discuss Windstream's**
19 **responses to the billing disputes that were**
20 **submitted.**

21 **Is Windstream's process for reviewing**
22 **billing disputes consistent with that that's**
23 **required under the Interconnection Agreement.**

24 A. No.

1 **Q. How is their process not consistent with**
2 **the requirements under the Interconnection**
3 **Agreement?**

4 A. First of all, they don't review them in
5 a timely fashion. Second of all, they just
6 arbitrarily reject billing disputes.

7 **Q. Is Windstream's process the same for**
8 **each dispute?**

9 A. I would assume so.

10 **Q. Have you ever had a situation where**
11 **Windstream would provide a credit for one type of**
12 **dispute but failed to provide a credit for**
13 **another dispute with a similarly situated or**
14 **identical type of customer and charge?**

15 A. Yes, all the time.

16 **Q. That's something that happens**
17 **frequently?**

18 A. All the time.

19 **Q. What is Windstream's explanation when**
20 **this occurs?**

21 A. They don't have one.

22 **Q. Is that circumstance brought to**
23 **Windstream's attention in the dispute process?**

24 A. It has been, yes.

1 **Q. And there's been no response or change**
2 **in their position?**

3 A. Correct. Windstream has worked with
4 Ohiotelnet to resolve billing issues. Once
5 Windstream has spent the allotted amount of time
6 given to billing disputes, they just do not work
7 with us any further after that.

8 **Q. Has any representative of Windstream**
9 **made any statements to you concerning why they**
10 **won't work with you any further on these**
11 **disputes?**

12 A. Yes. Scott Terry actually said in
13 October of 2009 that it was taking too much of
14 their time and that they were not going to work
15 on these any further. Then that's when they had
16 sent the PUCO the notice that we had reached an
17 impasse on the billing disputes.

18 **Q. Just to clarify, that's the November**
19 **2009 notice to the PUCO?**

20 A. That's correct.

21 (Thereupon Exhibit AD-4 was marked.)

22 **Q. I've handed you a series of e-mails**
23 **marked for identification AD-4. Do you recognize**
24 **that series of e-mails?**

1 A. Yes.

2 Q. Who are the e-mails to and from and what
3 is the subject matter they're discussing?

4 A. These are e-mails between Michelle
5 Bright and myself.

6 Q. Who is Michelle Bright?

7 A. Michelle Bright is the accounts
8 receivable representative for Windstream.

9 Q. Was she the primary point of contact
10 concerning the billing disputes between
11 Windstream and Ohiotelnet?

12 A. No.

13 Q. Who was the primary point of contact?

14 A. Teresa Weiland.

15 Q. What is the series of e-mails marked as
16 AD-4 concerning?

17 A. This is concerning payments. It shows
18 the total amount due and the amount that is in
19 dispute. If you take that off of the total
20 amount due, it shows the amount that would be
21 remitted for payment.

22 Q. Was this series of e-mails due to a
23 request by Windstream to Ohiotelnet for payment
24 of the outstanding amounts due?

1 A. This particular series is, yes.

2 Q. In that e-mail series you offered to pay
3 Windstream the undisputed portion of the billing
4 disputes; is that correct?

5 A. That is correct.

6 Q. Under the Interconnection Agreement is
7 Ohiotelnet obligated to pay disputed billing to
8 Windstream?

9 A. No, we are not.

10 Q. Based on that e-mail chain and the
11 response from Scott Terry, is it your
12 interpretation that Windstream refused to accept
13 payment for the undisputed portion?

14 A. Correct.

15 Q. If you were to total the outstanding
16 billing disputes if granted to Ohiotelnet, what
17 would that total amount be?

18 A. \$76,436.

19 Q. So it's Ohiotelnet's position after
20 review of each monthly invoice submitted since
21 approximately April of 2004 that Windstream has
22 incorrectly billed Ohiotelnet \$76,436; is that
23 correct?

24 A. No. Actually, that's what's remaining

1 in dispute at this time. They have incorrectly
2 billed us overall, \$133,953.

3 Q. In your experience reviewing these
4 invoices, having discussions with Windstream
5 customer service and accounts receivable, and in
6 your interactions with Scott Terry, Teresa
7 Weiland, and Tana Henson, can you explain the
8 reason for these disputed amounts?

9 A. No, I cannot explain the reason.

10 Q. Was any explanation ever provided to
11 you?

12 A. No.

13 Q. How do you know Tana Henson?

14 A. Through telephone calls and e-mails.

15 Q. She's identified herself as a
16 representative of Windstream?

17 A. That is correct.

18 Q. Have you reviewed Tana Henson's prefiled
19 testimony in this matter?

20 A. I have.

21 Q. On Page 5 of Tana Henson's prefiled
22 testimony she states that, "Payment of the
23 undisputed portion of an invoice is all that
24 Windstream has requested and required." Would

1 **you agree with that statement?**

2 A. No, I would not.

3 **Q. What's your basis for disagreeing?**

4 A. Because Ohiotelnet has provided
5 Windstream monthly disputed amounts on a
6 continuous basis and shown where those disputed
7 amounts have been deducted from the amount due
8 and Ohiotelnet has submitted the amount due to
9 Windstream. Windstream still chose to embargo
10 Ohiotelnet even though Ohiotelnet has paid all
11 undisputed portions of the bill.

12 **Q. On Page 7 of her prefiled testimony,**
13 **Ms. Henson alleges the dispute process has been**
14 **made more complex because of Ohiotelnet's failure**
15 **to timely dispute or verify its bills. Would you**
16 **agree with that statement?**

17 A. No, I would not.

18 **Q. Is there a time frame for Ohiotelnet to**
19 **submit disputes to Windstream under the**
20 **Interconnection Agreement?**

21 A. There is. It is one year.

22 **Q. Does Ohiotelnet consistently submit**
23 **disputes to Windstream within one year?**

24 A. Yes.

1 **Q. How would you interpret Ms. Henson's**
2 **statement that Ohiotelnet failed to verify its**
3 **bills?**

4 A. I'd say that that's inaccurate. I spend
5 25 hours a month verifying the bills to ensure
6 that Ohiotelnet's customers are not being
7 overcharged as well. Then I always enter in the
8 disputes when I get that done.

9 **Q. On Page 9 of her prefiled testimony,**
10 **Ms. Henson states that Windstream consistently**
11 **targeted a return of a response to billing**
12 **disputes within 90 days once a dispute was filed.**
13 **Would you agree with that time frame?**

14 A. I do not. Windstream has not looked at
15 any disputes since March 17th, 2010. We have
16 open and current disputes that Windstream has
17 refused to work. That's more than 90 days ago.

18 **Q. On Page 12 of her prefiled testimony,**
19 **Ms. Henson states that she participated in a**
20 **conference call on November 12th, 2009. Were you**
21 **present during that call?**

22 A. Yes.

23 **Q. Ms. Henson stated the outstanding**
24 **balance of invoices from Windstream to Ohiotelnet**

1 was agreed to by the parties as \$64,641.29, and
2 that the amount was for charges that were
3 invoiced but not paid or disputed by Ohiotelnet.

4 Would you agree with that statement?

5 A. No.

6 Q. Which part would you disagree with?

7 A. The entire statement.

8 Q. What's the basis for disagreeing with
9 this statement?

10 A. Windstream was trying to reach a
11 collective figure. This is an ongoing and
12 ever-changing document. I sometimes refer to it
13 as a live document. It changes every day as
14 either party does additional work. The number
15 can go up or it can go down. It just depends on
16 what's being done and who's doing the work.

17 They were trying to reach a set figure
18 when we were in the middle of working on it. You
19 just can't do that. They wanted a hard figure
20 that they could argue. I never agreed to that.
21 They wanted me to agree to that, but I did not.

22 Q. Would you agree that the amount of
23 \$64,641.29 consists of charges undisputed by
24 Ohiotelnet?

1 A. No, I would not agree with that.

2 **Q. I'd like to discuss the delay or failure**
3 **of Windstream to process or perform certain**
4 **services under the Interconnection Agreement.**

5 Under the Interconnection Agreement was
6 Windstream obligated to perform services for
7 Ohiotelnet's customers?

8 A. Yes.

9 **Q. Could you describe those services under**
10 **the Interconnection Agreement?**

11 A. Sure. They're work orders; telephone
12 services, both local and long distance.

13 **Q. Did Windstream fail to perform these**
14 **services?**

15 A. Yes.

16 **Q. What types of services did they fail to**
17 **perform?**

18 A. They didn't work orders timely. They
19 would not program the lines correctly. They
20 would charge for things that were not ordered.

21 **Q. They would charge for services provided**
22 **to Ohiotelnet's customers which Ohiotelnet's**
23 **customers had not requested?**

24 A. That is correct.

1 Q. And they invoiced Ohiotelnet for payment
2 for these services even though they were not
3 provided?

4 A. Correct.

5 Q. What is a trouble ticket?

6 A. A trouble ticket is when a customer is
7 having trouble with a phone service.

8 Q. Is a trouble ticket generated when a
9 customer calls Ohiotelnet or otherwise notifies
10 Ohiotelnet of a problem with their service?

11 A. Yes.

12 Q. Did Ohiotelnet have, in your opinion, an
13 average amount of trouble tickets for this type
14 of industry?

15 A. I would say an abundance of trouble
16 tickets.

17 Q. Were employees of Ohiotelnet responding
18 to customer complaints due to Windstream's
19 failure to provide services?

20 A. Yes.

21 Q. Did this cause employees of Ohiotelnet
22 to spend additional time on these customer
23 complaints and trouble tickets?

24 A. Yes.

1 **Q. Ohiotelnet has alleged that Windstream's**
2 **failure to provide services has generated an**
3 **amount of trouble tickets beyond normal daily**
4 **business amounts. Can you elaborate on that?**

5 A. Well, I would say for an example on new
6 install orders alone, the trouble tickets placed
7 on new installs is between 5 and 10 percent of
8 the installs worked.

9 **Q. You testified before that you spend on**
10 **average of 25 hours per month on billing dispute**
11 **tracking; is that correct?**

12 A. Yes.

13 **Q. Can you estimate the total amount of**
14 **time that you've spent tracking the billing**
15 **disputes since April 2004?**

16 A. Yes. I've spent about 1,865 hours.
17 Under Ohiotelnet's Interconnection Agreement with
18 Windstream, the contracted rate is \$35 an hour
19 for a total of \$65,275.

20 **Q. Does this conclude your testimony at**
21 **this time?**

22 A. I believe it does.
23
24



Mail Date:
Billing Number:
Account Number:

SEPTEMBER 03, 2008
441-158-1000
002 019 735 999

WINDSTREAM CUSTOMER MESSAGE

Windstream's Great Calling Features are Available on a Pay-Per-Use Basis
*69 - CALL RETURN: If you missed a call, just dial *69 (1169 for rotary phones) to redial your last caller.

*66 - REPEAT DIALING: If you keep getting a busy signal, just press *66 (1166 for rotary phones) and your phone will automatically redial the number for 30 minutes until it gets through.

Contact the number on this billing statement for more information on Windstream's other great calling features.


**WINDSTREAM INTERNET
SUMMARY OF CURRENT CHARGES**

NON-BASIC SERVICE	
OTHER CHARGES AND CREDITS	38.97
TOTAL NON-BASIC SERVICE	38.97
TOTAL WINDSTREAM INTERNET CHARGES	38.97

WINDSTREAM INTERNET OTHER CHARGES AND CREDITS

NON-BASIC SERVICE	
SERVICE OR CONNECTION CHARGES FOR 08/05/08	
SHIPPING AND HANDLING FEE	12.99
SHIPPING AND HANDLING FEE	12.99
SHIPPING AND HANDLING FEE	12.99
TOTAL SERVICE OR CONNECTION CHARGES	38.97
TOTAL OTHER CHARGES AND CREDITS	38.97

**CUSTOMER REQUESTED ITEMIZED DETAIL OF
OTHER CHARGES AND CREDITS FOR 740-345-9325**

SERVICE DESCRIPTION	FROM	TO	SVC ORDER #	AMOUNT
NON-BASIC SERVICE				
SHIPPING AND HANDLING FEE	08/28/08	08/28/08	C612734345	12.99
TOTAL OTHER CHARGES AND CREDITS FOR 740-345-9325				12.99

**CUSTOMER REQUESTED ITEMIZED DETAIL OF
OTHER CHARGES AND CREDITS FOR 740-364-9485**

SERVICE DESCRIPTION	FROM	TO	SVC ORDER #	AMOUNT
NON-BASIC SERVICE				
SHIPPING AND HANDLING FEE	08/15/08	08/15/08	C612764345	12.99
TOTAL OTHER CHARGES AND CREDITS FOR 740-364-9485				12.99

**CUSTOMER REQUESTED ITEMIZED DETAIL OF
OTHER CHARGES AND CREDITS FOR 740-745-5679**

SERVICE DESCRIPTION	FROM	TO	SVC ORDER #	AMOUNT
NON-BASIC SERVICE				
SHIPPING AND HANDLING FEE	08/05/08	08/05/08	C092214745	12.99
TOTAL OTHER CHARGES AND CREDITS FOR 740-745-5679				12.99


**MCI A VERIZON COMPANY
SUMMARY OF CURRENT CHARGES**

Toll charge inquiries call 1-800-843-9214

TOLL SERVICE	
LONG DISTANCE CHARGES	14.33
STATE TAX	.29
INTERSTATE GROSS RECEIPTS TAX	.14
TOTAL TOLL SERVICE	14.76
TOTAL MCI A VERIZON COMPANY CHARGES	14.76

**MCI A VERIZON COMPANY Operator Assisted Calls
FOR (740) 364-0661**

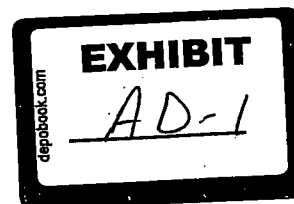
C22201MR

LINE	DATE	TIME	CITY CALLED	AREA	NUMBER	CL	RP	MIN	AMOUNT
149	08/14	0441P	TALLASSEE	AL	334	283-4800	S D	1.0	14.33
SUBTOTAL EXCLUDING TAX									14.33


**WINDSTREAM COMMUNICATIONS
SUMMARY OF CURRENT CHARGES**

Toll charge inquiries call 1-800-843-9214

TOLL SERVICE	
LOCAL SERVICE/TOLL	1.95
STATE TAX	.04
UNIVERSAL SERVICE FUND CHARGE	.10
TOTAL TOLL SERVICE	2.09
TOTAL WINDSTREAM COMMUNICATIONS CHARGES	2.09



Mail Date:
Billing Number:
Account Number:

MAY 03, 2007
441-158-1000
002 019 735 999

**CUSTOMER REQUESTED ITEMIZED DETAIL OF
OTHER CHARGES AND CREDITS FOR 740-522-7169**

SERVICE DESCRIPTION	FROM	TO	SVC ORDER #	AMOUNT
BASIC SERVICE				
NON-PUBLISHED NUMBER	04/10/07	04/30/07		1.40CR
LICKING COUNTY-E911	04/10/07	04/30/07		.14CR
LOCAL NUMBER PORTABILITY SURCH	04/10/07	04/30/07		.26CR
RESIDENTIAL LINE	04/10/07	04/30/07		7.39CR
ACCESS CHARGE PER FCC ORDER	04/10/07	04/30/07		4.55CR
TOTAL OTHER CHARGES AND CREDITS FOR 740-522-7169				13.74CR

**CUSTOMER REQUESTED ITEMIZED DETAIL OF
OTHER CHARGES AND CREDITS FOR 740-522-7174**

SERVICE DESCRIPTION	FROM	TO	SVC ORDER #	AMOUNT
BASIC SERVICE				
TOLL RESTRICTOR/CENTRAL OFFICE	04/01/07	04/30/07		2.50CR
LIFELINE CREDIT	04/01/07	04/30/07		3.50
RESIDENTIAL LINE	04/01/07	04/30/07		10.55CR
LOCAL NUMBER PORTABILITY SURCH	04/01/07	04/30/07		.37CR
LOCAL NUM PORTABILITY-CREDIT	04/01/07	04/30/07		.37
LIFELINE CR-TOLL RESTRICT-RES	04/01/07	04/30/07		2.50
LIFELINE CREDIT	04/01/07	04/30/07		3.50
LIFELINE CREDIT	04/01/07	04/30/07		6.50
LICKING COUNTY-E911	04/01/07	04/30/07		.20CR
ACCESS CHARGE PER FCC ORDER	04/01/07	04/30/07		6.50CR
NON-BASIC SERVICE				
ENHANCED CALL WAITING-RES	04/01/07	04/30/07		3.50CR
TOTAL OTHER CHARGES AND CREDITS FOR 740-522-7174				7.25CR

**CUSTOMER REQUESTED ITEMIZED DETAIL OF
OTHER CHARGES AND CREDITS FOR 740-522-8391**

SERVICE DESCRIPTION	FROM	TO	SVC ORDER #	AMOUNT
BASIC SERVICE				
LICKING COUNTY-E911	04/11/07	04/30/07		.13CR
LOCAL NUMBER PORTABILITY SURCH	04/11/07	04/30/07		.25CR
NON-PUBLISHED NUMBER	04/11/07	04/30/07		1.33CR
RESIDENTIAL LINE	04/11/07	04/30/07		7.03CR
ACCESS CHARGE PER FCC ORDER	04/11/07	04/30/07		4.33CR
NON-BASIC SERVICE				
CALL WAITING - RESIDENCE	04/11/07	04/30/07		2.20CR
TOTAL OTHER CHARGES AND CREDITS FOR 740-522-8391				15.27CR

**CUSTOMER REQUESTED ITEMIZED DETAIL OF
OTHER CHARGES AND CREDITS FOR 740-522-8467**

SERVICE DESCRIPTION	FROM	TO	SVC ORDER #	AMOUNT
BASIC SERVICE				
SVC RESTORAL TD CHARGE-RES	04/29/07	04/29/07	R051454345	21.00
TOTAL OTHER CHARGES AND CREDITS FOR 740-522-8467				21.00

CUSTOMER REQUESTED ITEMIZED DETAIL OF

OTHER CHARGES AND CREDITS FOR 740-522-8904 4/18 4/19

SERVICE DESCRIPTION	FROM	TO	SVC ORDER #	AMOUNT
BASIC SERVICE				
CENTRAL OFFICE CHARGE-RES	04/19/07	04/19/07	R040404345	12.00
RESIDENTIAL LINE	04/19/07	04/30/07		4.22
LOCAL NUMBER PORTABILITY SURCH	04/19/07	04/30/07		.15
ACCESS CHARGE PER FCC ORDER	04/19/07	04/30/07		2.60
SVC ORDER CHG-RESIDENCE-REG	04/19/07	04/19/07	R040404345	18.90
TOTAL OTHER CHARGES AND CREDITS FOR 740-522-8904				37.92

**CUSTOMER REQUESTED ITEMIZED DETAIL OF
OTHER CHARGES AND CREDITS FOR 740-670-0862**

SERVICE DESCRIPTION	FROM	TO	SVC ORDER #	AMOUNT
BASIC SERVICE				
LIFELINE CREDIT	04/17/07	04/30/07		3.03
LIFELINE CREDIT	04/17/07	04/30/07		1.63
LIFELINE CR-TOLL RESTRICT-RES	04/17/07	04/30/07		1.17
LOCAL NUM PORTABILITY-CREDIT	04/17/07	04/30/07		.17
LOCAL NUMBER PORTABILITY SURCH	04/17/07	04/30/07		.17CR
RESIDENTIAL LINE	04/17/07	04/30/07		4.92CR
LIFELINE CREDIT	04/17/07	04/30/07		1.63
TOLL RESTRICTOR/CENTRAL OFFICE	04/17/07	04/30/07		1.17CR
ACCESS CHARGE PER FCC ORDER	04/17/07	04/30/07		3.03CR
TOTAL OTHER CHARGES AND CREDITS FOR 740-670-0862				1.66CR

**CUSTOMER REQUESTED ITEMIZED DETAIL OF
OTHER CHARGES AND CREDITS FOR 740-670-0882**

SERVICE DESCRIPTION	FROM	TO	SVC ORDER #	AMOUNT
BASIC SERVICE				
SVC RESTORAL TD CHARGE-RES	04/06/07	04/06/07	R030304345	21.00
TOTAL OTHER CHARGES AND CREDITS FOR 740-670-0882				21.00

**CUSTOMER REQUESTED ITEMIZED DETAIL OF
OTHER CHARGES AND CREDITS FOR 740-670-0886**

SERVICE DESCRIPTION	FROM	TO	SVC ORDER #	AMOUNT
NON-BASIC SERVICE				
ANONYMOUS CALL REJ / RESIDENCE	04/13/07	04/30/07		1.20CR
TOTAL OTHER CHARGES AND CREDITS FOR 740-670-0886				1.20CR

**CUSTOMER REQUESTED ITEMIZED DETAIL OF
OTHER CHARGES AND CREDITS FOR 740-670-0917**

SERVICE DESCRIPTION	FROM	TO	SVC ORDER #	AMOUNT
BASIC SERVICE				
SVC RESTORAL TD CHARGE-RES	04/06/07	04/06/07	R030334345	21.00
TOTAL OTHER CHARGES AND CREDITS FOR 740-670-0917				21.00

CUSTOMER REQUESTED ITEMIZED DETAIL OF



Mail Date:
Billing Number:
Account Number:

MARCH 06, 2007
441-158-1000
002 019 735 999

CUSTOMER REQUESTED ITEMIZED DETAIL OF OTHER CHARGES AND CREDITS FOR 740-787-2815

SERVICE DESCRIPTION	FROM	TO	SVC ORDER #	AMOUNT
BASIC SERVICE				
LICKING COUNTY-E911	02/04/07	02/28/07		.17 CR
LOCAL NUMBER PORTABILITY SURCH	02/04/07	02/28/07		.31 CR
NON-PUBLISHED NUMBER	02/04/07	02/28/07		1.67 CR
RESIDENTIAL LINE	02/04/07	02/28/07		8.79 CR
ACCESS CHARGE PER FCC ORDER	02/04/07	02/28/07		5.42 CR
TOTAL OTHER CHARGES AND CREDITS FOR 740-787-2815				16.36 CR

CUSTOMER REQUESTED ITEMIZED DETAIL OF OTHER CHARGES AND CREDITS FOR 740-788-8158

SERVICE DESCRIPTION	FROM	TO	SVC ORDER #	AMOUNT
BASIC SERVICE				
CENTRAL OFFICE CHARGE - RES	02/13/07	02/13/07	T784314345	12.05
LOCAL NUMBER PORTABILITY SURCH	02/13/07	02/28/07		.20 CR
LOCAL NUMBER PORTABILITY SURCH	02/13/07	02/28/07		.20
RESIDENTIAL LINE	02/13/07	02/28/07		5.63 CR
RESIDENTIAL LINE	02/13/07	02/28/07		5.63
LIFELINE CREDIT	02/13/07	02/28/07		1.87
LIFELINE CREDIT	02/13/07	02/28/07		1.87 CR
TOLL RESTRICTOR/CENTRAL OFFICE	02/13/07	02/28/07		1.33 CR
TOLL RESTRICTOR/CENTRAL OFFICE	02/13/07	02/28/07		1.33
LICKING COUNTY-E911	02/13/07	02/28/07		.11 CR
LICKING COUNTY-E911	02/13/07	02/28/07		.11
LIFELINE CREDIT	02/13/07	02/28/07		3.47
LIFELINE CREDIT	02/13/07	02/28/07		3.47 CR
LIFELINE CREDIT	02/13/07	02/28/07		1.87
LIFELINE CREDIT	02/13/07	02/28/07		1.87 CR
LIFELINE CR-TOLL RESTRICT-RES	02/13/07	02/28/07		1.33
LIFELINE CR-TOLL RESTRICT-RES	02/13/07	02/28/07		1.33 CR
LOCAL NUM PORTABILITY-CREDIT	02/13/07	02/28/07		.20
LOCAL NUM PORTABILITY-CREDIT	02/13/07	02/28/07		.20 CR
PREMISE VISIT RESIDENCE - REG	02/13/07	02/13/07	T784314345	21.90
ACCESS CHARGE PER FCC ORDER	02/13/07	02/28/07		3.47 CR
ACCESS CHARGE PER FCC ORDER	02/13/07	02/28/07		3.47
SVC ORDER CHG RESIDENCE - REG	02/13/07	02/13/07	T784314345	18.90
NON-BASIC SERVICE				
CALLER ID-NAME AND NUMBER-RES	02/13/07	02/28/07		4.77 CR
CALLER ID-NAME AND NUMBER-RES	02/13/07	02/28/07		4.77
TOTAL OTHER CHARGES AND CREDITS FOR 740-788-8158				52.85

CUSTOMER REQUESTED ITEMIZED DETAIL OF OTHER CHARGES AND CREDITS FOR 740-788-8204

SERVICE DESCRIPTION	FROM	TO	SVC ORDER #	AMOUNT
BASIC SERVICE				
CENTRAL OFFICE CHARGE - RES	02/21/07	02/21/07	I793514345	12.05
LICKING COUNTY-E911	02/21/07	02/28/07		.05
LOCAL NUMBER PORTABILITY SURCH	02/21/07	02/28/07		.10
RESIDENTIAL LINE	02/21/07	02/28/07		2.81
ACCESS CHARGE PER FCC ORDER	02/21/07	02/28/07		1.73
SVC ORDER CHG RESIDENCE - REG	02/21/07	02/21/07	I793514345	18.90
NON-BASIC SERVICE				
ENHANCED CALL WAITING-RES	02/21/07	02/28/07		.93
TOTAL OTHER CHARGES AND CREDITS FOR 740-788-8204				36.57

4 April

CUSTOMER REQUESTED ITEMIZED DETAIL OF OTHER CHARGES AND CREDITS FOR 740-788-8488

SERVICE DESCRIPTION	FROM	TO	SVC ORDER #	AMOUNT
BASIC SERVICE				
SVC RESTORAL TD CHARGE-RES	02/05/07	02/05/07	R780734345	21.00
TOTAL OTHER CHARGES AND CREDITS FOR 740-788-8488				21.00

CUSTOMER REQUESTED ITEMIZED DETAIL OF OTHER CHARGES AND CREDITS FOR 740-788-8731

SERVICE DESCRIPTION	FROM	TO	SVC ORDER #	AMOUNT
BASIC SERVICE				
SVC RESTORAL TD CHARGE-RES	02/02/07	02/02/07	R778784345	21.00
TOTAL OTHER CHARGES AND CREDITS FOR 740-788-8731				21.00

CUSTOMER REQUESTED ITEMIZED DETAIL OF OTHER CHARGES AND CREDITS FOR 740-788-8853

SERVICE DESCRIPTION	FROM	TO	SVC ORDER #	AMOUNT
BASIC SERVICE				
SVC RESTORAL TD CHARGE-RES	02/05/07	02/05/07	R780604345	21.00
TOTAL OTHER CHARGES AND CREDITS FOR 740-788-8853				21.00

CUSTOMER REQUESTED ITEMIZED DETAIL OF OTHER CHARGES AND CREDITS FOR 740-788-8953

SERVICE DESCRIPTION	FROM	TO	SVC ORDER #	AMOUNT
BASIC SERVICE				
CENTRAL OFFICE CHARGE - RES	02/13/07	02/13/07	C282394345	12.05
LIFELINE CREDIT	02/13/07	02/28/07		3.47 CR
LIFELINE CREDIT	02/13/07	02/28/07		1.87 CR
LIFELINE CR-TOLL RESTRICT-RES	02/13/07	02/28/07		1.33 CR
LIFELINE CREDIT	02/13/07	02/28/07		1.87 CR
TOLL RESTRICTOR/CENTRAL OFFICE	02/13/07	02/28/07		1.33
SVC ORDER CHG RESIDENCE - REG	02/13/07	02/13/07	C282394345	18.90
TOTAL OTHER CHARGES AND CREDITS FOR 740-788-8953				23.74

CUSTOMER REQUESTED ITEMIZED DETAIL OF OTHER CHARGES AND CREDITS FOR 740-788-9075

SERVICE DESCRIPTION	FROM	TO	SVC ORDER #	AMOUNT
BASIC SERVICE				
CENTRAL OFFICE CHARGE - RES	02/07/07	02/07/07	I782684345	12.05
LOCAL NUMBER PORTABILITY SURCH	02/07/07	02/28/07		.27
NON-PUBLISHED NUMBER	02/07/07	02/28/07		1.47
RESIDENTIAL LINE	02/07/07	02/28/07		7.74
ACCESS CHARGE PER FCC ORDER	02/07/07	02/28/07		4.77
SVC ORDER CHG RESIDENCE - REG	02/07/07	02/07/07	I782684345	18.90
NON-BASIC SERVICE				
WINDSTREAM CALLER ID PACKAGE	02/07/07	02/28/07		8.76
TOTAL OTHER CHARGES AND CREDITS FOR 740-788-9075				53.96

EXHIBIT

AD-3

From: Terry, Scott A [Scott.A.Terry@windstream.com]
Sent: Monday, June 15, 2009 4:13 PM
To: Annette Duboe
Cc: Bright, Michelle
Subject: RE: payment
 Annette,

The email below is not acceptable.

-----Original Message-----

From: Annette Duboe [mailto:annette.duboe@msmisp.com]
Sent: Monday, June 15, 2009 3:04 PM
To: Terry, Scott A
Subject: FW: payment

From: Annette Duboe [mailto:annette.duboe@msmisp.com]
Sent: Monday, June 15, 2009 3:57 PM
To: 'Bright, Michelle'
Cc: 'tom.cotton@ohiotelnet.com'
Subject: payment

Michelle,

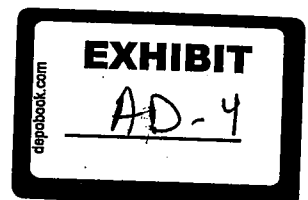
Scott Terry indicated that I should work with you on payment arrangements. Below is the breakdown of money Ohiotelnet owes. If we subtracted the bill due on the 22nd of June which is April's bill that would leave an amount due of \$1,493.75. Ohiotelnet is prepared to pay this amount immediately.

Total Amount Due:	\$88,041.55
Less Old Disputes of:	\$ 42,472.28
Less Interest Disputes of:	\$ 28,060.69
Less Disputes of: 105281 - 105283	\$ 3,475.88
For a Total Payment of:	\$ 7,193.17

I will be calling you just a few minutes.

Thanks,
 Annette DuBoe
 Ohiotelnet.com, Inc.

The information contained in this message, including attachments, may contain



privileged or confidential information that is intended to be delivered only to the person identified above. If you are not the intended recipient, or the person responsible for delivering this message to the intended recipient, Windstream requests that you immediately notify the sender and asks that you do not read the message or its attachments, and that you delete them without copying or sending them to anyone else.

From: Annette Duboe [annette.duboe@msmisp.com]
Sent: Wednesday, June 17, 2009 1:08 PM
To: 'Bright, Michelle'
Subject: payment

Michelle,

Our contract states:

"The Parties agree that those portions of bills that are not disputed shall be paid when due, that interest applies to all overdue invoices as set forth in §8.1 to this Agreement, and that no other late payment fee or charge applies to overdue invoices. The Parties further agree that if any billing dispute is resolved in favor of the disputing Party the disputing Party will receive, by crediting or otherwise, interest applied to the disputed amount as set forth in §8.0 of this Agreement."

The email below clearly states the amounts in dispute. Windstream has neither denied nor granted these billing disputes. Ohiotelnet is prepared to pay the undisputed amount.

Thank you,

Annette DuBoe
Ohiotelnet.com, Inc.

From: Annette Duboe [mailto:annette.duboe@msmisp.com]
Sent: Monday, June 15, 2009 3:57 PM
To: 'Bright, Michelle'
Cc: 'tom.cotton@ohiotelnet.com'
Subject: payment

Michelle,

Scott Terry indicated that I should work with you on payment arrangements. Below is the breakdown of money Ohiotelnet owes. If we subtracted the bill due on the 22nd of June which is April's bill that would leave an amount due of \$1,493.75. Ohiotelnet is prepared to pay this amount immediately.

Total Amount Due: \$88,041.55

Less Old Disputes of: \$ 42,472.28
Less Interest Disputes of: \$ 28,060.69
Less Disputes of: \$ 3,475.88
105281 - 105283
For a Total Payment of: \$ 7,193.17

I will be calling you just a few minutes.

Thanks,
Annette DuBoe
Ohioteln.net, Inc.

From: Bright, Michelle [Michelle.Bright@windstream.com]
To: Annette Duboe
Sent: Wednesday, June 17, 2009 1:44 PM
Subject: Read: payment
Your message

To: Bright, Michelle
Subject: payment
Sent: Wed, 17 Jun 2009 13:07:43 -0400

was read on Wed, 17 Jun 2009 13:43:30 -0400

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This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

11/12/2010 3:14:21 PM

in

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

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