

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

Communication Options Inc.)	
)	
Complainant,)	
)	
v.)	Case No. 11-5316-TP-CSS
)	
United Telephone Company of Ohio dba)	
CenturyLink,)	
)	
Respondent.)	

**COMPLAINT
AND
REQUEST FOR EXPEDITED RULING**

Now comes Communication Options Inc. (“COI”), pursuant to the Telecommunications Act of 1996 (hereinafter “TA-96”),¹ Ohio Revised Code Sections (“R.C.”) 4927.04, 4905.22, 4905.26 and 4905.54, and Ohio Administrative Code (“OAC”) Rules 4901:1-7-08 and 4901:1-7-28 for its Complaint against the United Telephone Company of Ohio dba CenturyLink (“CenturyLink”) on the basis that CenturyLink is in violation of its statutory, regulatory, and contractual duties by refusing to work with COI on resolving billing platform issues as directed by the Public Utilities Commission of Ohio’s (“Commission” or “PUCO”) Arbitration Award in Case No. 08-45-TP-NAG.

For its Complaint, COI states as follows:

PARTIES

1. COI is an Ohio corporation with its principal place of business located at 921 Eastwind Drive, Suite 104, Westerville Ohio 43081. COI is authorized to provide competitive

¹ Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) (codified at 47 U.S.C. §§ 151 et seq.).

local exchange, exchange access, and interexchange services in the State of Ohio.² COI is a public utility as defined in R.C. 4905.02 and a telephone company as defined in R.C. 4905.03(A)(2).

2. CenturyLink is a corporation organized and formed under the laws of the State of Ohio. CenturyLink is an incumbent local exchange carrier (“ILEC”) for certain areas in the State of Ohio, and within its operating areas, CenturyLink has at all relevant times been an ILEC as that term is defined in Section 251(h) of the Act, 47 U.S.C. § 251(h). CenturyLink is a public utility as defined in R.C. Section 4905.02 and a telephone company as defined in R.C. 4905.03(A)(2).

JURISDICTION

3. The Commission has jurisdiction over the subject matter of this Complaint pursuant to Sections 252(d)(1) and 252(e) of TA-96, R.C. Section 4927.04, as well as R.C. Sections 4905.03, 4905.04, 4905.05, 4905.06, and 4905.26. The Commission has continuing jurisdiction to enforce the terms and conditions of an interconnection agreement (“Interconnection Agreement”) entered into by and between COI and United Telephone Company of Ohio d/b/a Embarq under Sections 251 and 252 of TA-96.³

4. The Commission has continuing jurisdiction to enforce the terms and conditions of an interconnection agreement (“Interconnection Agreement”) entered into by and between

² COI was granted its certificate to provide facilities-based telecommunications services within the State of Ohio in PUCO Case No. 04-1066-TP-ACO.

³ When the Interconnection Agreement was executed and later became effective, CenturyLink operated under the name United Telephone Company of Ohio dba Embarq. CenturyLink is now the successor in interest to Embarq under the Interconnection Agreement. See 47 U.S.C. §252(e); See, also, *Ohio Bell Tel. Co. v. Global Naps Ohio, Inc.* (S.D. Ohio 2008), 540 F. Supp.2d 914, 920 (holding that the “interpretation of the [TA-96] as a whole, and of § 252(e)(6), that is most consistent with Congress’s broad grant of responsibility to state commissions is one which requires litigants like Ohio Bell to first raise their breach-of-ICA claims before the state commissions”).

COI and United Telephone Company of Ohio d/b/a Embarq under Sections 251 and 252 of TA-96.⁴

5. The Interconnection Agreement was approved by the Commission on October 14, 2009 in Case No. 09-576-TP-NAG.⁵ A true and correct copy of the Interconnection Agreement is available in Case No. 09-576-TP-NAG, and a hard copy will be made available upon request.

6. COI has complied with the process for resolving disputed billing matters as set forth in Section 7.3 of the Interconnection Agreement.

7. COI also has complied with the dispute resolution processes set forth in sections 25.4 and 25.5 of its interconnection agreement, including sending formal written notice to CenturyLink and participating in good faith negotiations regarding the proposed amendment to its interconnection agreement. See letter dated September 22, 2011 attached hereto as Exhibit 1

COUNT ONE
Violation of the Arbitration Award

8. COI repeats and realleges, as if rewritten herein, the allegations set forth in Paragraphs 1 through 7 of this Complaint.

9. CenturyLink provides wholesale telecommunications services to COI pursuant to the Interconnection Agreement, which was approved following an arbitration initiated on January 16, 2008 in PUCO Case No. 08-45-TP-NAG.⁶

⁴ When the Interconnection Agreement was executed and later became effective, CenturyLink operated under the name United Telephone Company of Ohio dba Embarq. CenturyLink is now the successor in interest to Embarq under the Interconnection Agreement. For the jurisdictional hook, see 47 U.S.C. §252(e); See, also, *Ohio Bell Tel. Co. v. Global Naps Ohio, Inc.* (S.D. Ohio 2008), 540 F. Supp.2d 914, 920 (holding that the “interpretation of the [TA-96] as a whole, and of § 252(e)(6), that is most consistent with Congress’s broad grant of responsibility to state commissions is one which requires litigants like Ohio Bell to first raise their breach-of-ICA claims before the state commissions”).

⁵ When the Interconnection Agreement was executed and later became effective, CenturyLink operated under the name United Telephone Company of Ohio dba Embarq.

⁶ Case No. 08-45-TP-NAG

10. On February 11, 2009, the Commission issued an Arbitration Award (“Arbitration Award”) resolving a series of issues disputed under the prior version of the Interconnection Agreement.

11. Page 10 of the Arbitration Award specifically directed Embarq “to assist COI with the timely resolution of any implementation or utilization difficulties COI may encounter with electronic billing.”

12. In October 2009, resale billing activities were converted from the Embarq platform to the CenturyLink platform.

13. Since October 2009, and despite reasonable diligence, COI has been consistently unable to audit the electronic bills sent by CenturyLink based upon lack of information provided by CenturyLink.

14. Since October 2009, COI has been consistently unable to verify the amounts billed for services rendered based upon lack of information provided by CenturyLink.

15. For almost two years, COI has unsuccessfully tried to work with CenturyLink to resolve the implementation and utilization difficulties encountered with CenturyLink’s electronic billing platform.

16. On April 21, 2011, the President of COI, Steve Vogelmeier, sent a letter to CenturyLink requesting seeking resolution of CenturyLink’s billing platform issues; specifically, the inability of COI to review and reconcile its bills. A true and accurate copy of the letter dated April 21, 2001 is attached hereto as Exhibit 2.

17. In a letter dated September 20, 2011, CenturyLink stated that COI’s account balances were more than 45 days past due with a total account balances owing of \$1,456,405.02.

18. The September 20, 2011 letter from CenturyLink also stated that it served as notice that COI breached the Interconnection Agreement and CenturyLink would stop processing all new orders. A true and accurate copy of the letter dated September 20, 2011 is attached hereto as Exhibit 3.

19. On or about September 23, 2011, CenturyLink did cease process all new move, add or change orders submitted by COI, effectively preventing COI from providing service to customers seeking services within the CenturyLink service territory.

20. In taking these actions, CenturyLink has refused to work with COI in reaching a resolution of the billing problems as directed by the Commission's Arbitration Award, thereby violating R.C. 4905.54.

COUNT TWO
Violation of R.C. 4905.22

21. COI repeats and realleges, as if rewritten herein, the allegations set forth in Paragraphs 1 through 20 of this Complaint.

22. R.C. 4905.22 states that "All charges made or demanded for any service rendered, or to be rendered, shall be just, reasonable, and not more than the charges allowed by law or by order of the public utilities commission, and no unjust or unreasonable charge shall be made or demanded for, or in connection with, any service, or in excess of that allowed by law or by order of the commission."

23. Since October 2009, COI has been over-billed by CenturyLink for services by approximately one million, four hundred fifty-six thousand, four hundred five dollars and two cents (\$1,456,405.02).

24. Since October 2009, CenturyLink on a monthly basis has over-billed COI between seventy thousand to (recently) twenty thousand dollars.

COUNT THREE

Request for Expedited Ruling Under OAC Rule 4901:1-7-28

25. OAC Rule 4901:1-7-28 states that the Commission will consider expediting the resolution of a carrier-to-carrier complaint filed under R.C. 4905.26 when such complaint “directly affects the ability of a telephone company to provide uninterrupted service to its customers or precludes the provisioning of any service, functionality, or network element under an interconnection agreement.”

26. This Complaint filed by COI against CenturyLink is directed at the actions of CenturyLink that directly impact COI’s ability to continue providing its services under the Interconnection Agreement.

27. More specifically, the letter dated September 20, 2011 from CenturyLink stated that it served as notice that COI breached the Interconnection Agreement **and CenturyLink would stop processing all new orders.**

28. On September 23, 2011, CenturyLink ceased processing all new service orders submitted by COI, thereby preventing COI from providing customer service to both new customers and existing customers seeking additional services or requests to move existing service within the CenturyLink service territory.

29. For the reasons stated above, the Commission should follow the procedure set forth in OAC Rule 4901:1-7-28.

CLAIMS FOR RELIEF

WHEREFORE, COI requests that the Commission do the following:

- Expedite its ruling on this Complaint pursuant to OAC Rule 4901:1-7-28;

- Require CenturyLink to abide by the terms of the Arbitration Award and the Interconnection Agreement; and
- Order any other relief that the Commission deems appropriate, just and reasonable.

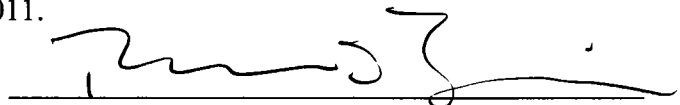
Respectfully submitted,
Communication Options Inc.



Thomas J. O'Brien
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Columbus, OH 43215-4291
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Facsimile: (614) 227-2390
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CERTIFICATE OF SERVICE

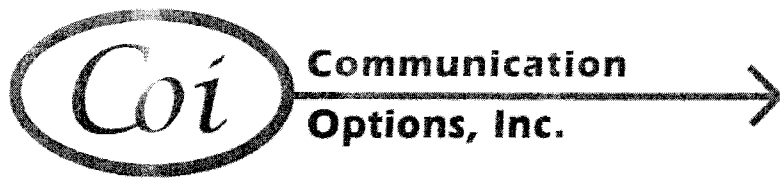
The undersigned hereby acknowledges that a copy of the foregoing Complaint and Request for Expedited Ruling was served either by hand delivery or electronic mail as well as by regular U.S. Mail this 28th day of September 2011.



Thomas J. O'Brien

Joseph R. Stewart
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September 22, 2011

Mike Hunsucker
CenturyLink
KSOPKJ0201 - 208
5454 W. 110th St.
Overland Park, KS 66211

Mr. Hunsucker,

Since November of 2009 COI has disputed the resale bills and the format which we received the downloads. We received an e-mail from Ms. Smith indicating that Centurylink does not retain the records and can not provide the former months in a format that can be reconciled automatically. The files can only be provided on an on going basis. The test file we ran found a large amount of exceptions. Without the data files in a format that provides the necessary information, it is a tremendous problem for our company to reconcile every item on bills that are thousands of pages long.

Your letter indicates that we selected the flat file. That selection was based on the representations from Centurylink that the data would be the same as what we received from Embarq. With the first download it was obvious that it was not the same and COI indicated that to Centurylink. Centurylink indicated they were going to make changes. That did not happen. It was not until we spoke to the gentleman, recently, in the billing department that it was acknowledged that the EDI file might be the answer. Trying to reconcile a bill from the PDF format or spreadsheets is totally ridiculous. It is obvious you have never had to reconcile a Sprint/Embarq/Centurylink bill. Ric Kapca is the only person that has acknowledged a problem and sent out to make sure everything was right. He accomplished that and until Centurylink destroyed the billing, everything was good.

Now in regard to the dispute, we believe that the billings are vastly over billed and the difference is larger

than we indicated. We acknowledge that some review of the circuits on the bill was done by Centurylink. Centurylink has also acknowledged that all items were not reviewed. We have also seen many errors on the test file. The actions that you have indicated that you were going to take are totally against the contract. Refer to sections 25.4 and 25.5 of the interconnection agreement:

25.4. If the Parties are unable to resolve the dispute in the normal course of business within thirty (30) Days after delivery of notice of the Dispute, then upon the request of either Party, the dispute shall be escalated to other representatives of each Party that have authority to settle the dispute, and such escalation may be repeated every thirty (30) Days during which negotiations continue. Referral of a dispute by a Party to its legal counsel shall be considered an escalation for purposes of this paragraph

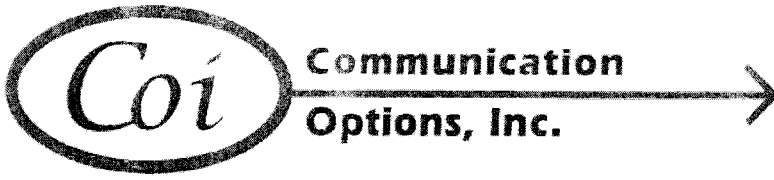
25.5. If the Parties are unable to resolve the dispute within sixty (60) Days after delivery of the initial notice of the dispute, then either Party may file a petition or complaint with the Commission seeking resolution of the dispute. The petition or complaint shall include a statement that both Parties have agreed to request an expedited resolution by the Commission within sixty (60) Days from the date on which the petition or complaint was filed with the Commission.

We received an e-mail that contains nine new resale bills. We were not notified that there was a new resale ban nor did it show up on the web site. Another example of the billing problems Centurylink has.

In summary, if Centurylink makes any changes to our account, it would be considered another breach of contract. Centurylink has failed to negotiate in good faith. Once again the billing is a disaster and Centurylink has no way of confirming that what is on the bill is correct. Past history and the tests we have made tells me that it is not. This letter serves as notice that COI will file a complaint with the Public Utilities Commission of Ohio. I said previously I was done and am going to take whatever action available to me to resolve the problem and demand restitution for our time. Centurylink continually breaches the contract without any consequences.

Thank you


Stephen K. Vogelmeier



April 21, 2011

Mike Hunsucker
CenturyLink
KSOPKJ0201 - 208
5454 W. 110th St.
Overland Park, KS 66211

Mr. Hunsucker,

Prior to October 2009, our resale bill was billed on the Embarq platform. Every month Embarq provided a down load of the billing detail that we could automatically compare to our billing system. This was mandated in the October 2008 arbitration settlement. Within minutes of running the program, we would have an exception report that we could then analyze and dispute any items that continued to be on the bill after a disconnection was sent. We also generated a report of all charges and credits that were contained on the bill so we could keep track of the amounts due and make sure the charges and credits were accurate.

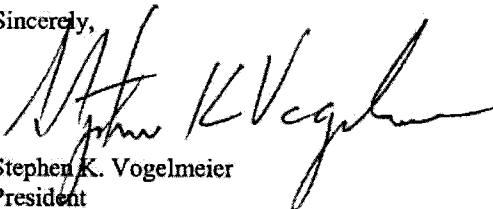
The October 2009 resale billing was converted to the Centurylink billing platform. Since that time the bill has been a disaster. We were consistently over billed for the services approximately fifty thousand dollars (\$50,000.00) per month. It took us six months to get someone to acknowledge that the possibility existed that the bill was wrong. For the next eight months Centurylink people worked on correcting the billing. Credits were issued on the accounts. Unfortunately, we have no way to reconcile the billing. The downloads that came after October 2009 did not contain enough information to reconcile the accounts and verify the credits in an automated basis. Several meetings with my programmer and Centurylink people determined the downloads did not contain enough information to verify each line item or to link the item to a specific customer. It was indicated the changes would be made by October 2010. Since that time we have asked multiple times when it would be completed with no response. There are over ten thousand (10,000.00) rows of spreadsheet information for twelve months to review. We have one person that is charged with reviewing the bills unlike the group from Centurylink had working on it. It seems to us that a technology giant that Centurylink is, they would be able to provide billing detail in a format that could be

downloaded to us and easily compared with our systems electronically..

Recently we received an e-mail from Brenda Pagel which indicated we have seven account numbers. We have never seen five of the account numbers nor do we know what they are for. We accessed our on line account with Centurylink and the five account numbers are not shown. She indicated "Centurylink did not change any of your actual services or do anything other that convert your accounts to a new billing format and crossed over your account numbers from Embarq to a Centurylink Ban number." This statement is totally incorrect. If the five accounts are active accounts then we have a bigger billing problem with Centurylink.

In summary, the Centurylink billing conversion is a disaster. The e-mail points out that there is a larger billing problem. The current billing from the Embarq billing platform remains consistent and we continue to run our reports. In the arbitration with Embarq in October of 2008, Embarq mandated that we receive our billing by an FTP transfer. We agreed and the PUCO concurred. What we are asking is that we receive the information in a format that can be review electronically pursuant to the arbitrated agreement. Until that happens we consider the amounts in dispute. We are prepared to file a complaint with the Public Utilities Commission of Ohio and file a civil litigation to recover our time and cost associated with Centurylink's billing problems. Embarq/Centurylink continue to breach the terms of the contract with out having consequences. This letter is consistent with Section 24- Dispute Resolution, of the Interconnect Agreement. As before, we are available to discuss this most recent issue.

Sincerely,



Stephen K. Vogelmeier
President

September 20, 2011

**VIA EMAIL ATTACHMENT AND
U.S. CERTIFIED MAIL**

Steve Vogelmeier
Communications Options Inc
921 Eastwind Dr. STE 104
Westerville, OH 43081-5316

RE: Past Due Amounts Owed by Communications Options, Inc. ("COI") to United Telephone Company of Ohio ("CenturyLink"):

Billing Account Number 302179726
More than 45 days Past Due: \$954,197.02

Billing Account Number 302238137
More than 45 days Past Due: \$ 122,769.58

Billing Account Number 302519489
More than 45 days Past Due: \$ 8543.03

Billing Account Number: 116R495224917
More than 45 days Past Due: \$89,754.77

Billing Account Number: 116R495220073
More than 45 days Past Due: \$9,517.55

Billing Account Number: 116R100446999
More than 45 days Past Due (undisputed): \$231,878.38

Billing Account Number: 116R070446999
More than 45 days Past Due: \$39,744.69

Dear Mr. Vogelmeier;

Our records indicate outstanding balances on Communications Options, Inc. ("COI") accounts that include substantial amounts that are more than 45 days past due. The total amount of COI's account balances that are presently more than 45 days past due is \$1,456,405.02.

In fact, during the past 12 months COI has only made a total of six (6) payments on BAN 302179726, and the most recent payment on this BAN in June 2011 was actually for the December, 2010 bill. Similarly, during the past 12 months, COI has made only one (1) payment on BAN 302238137, and zero (0) payments on BAN 302519489. Although COI submitted a dispute in the amount of \$750,000 on August 11, 2011, that dispute did not comply with COI's contractual obligation to provide sufficient specificity to identify any particular charge(s) that COI considered to be inaccurate nor the basis on which any determination could be made about such accuracy. As such, that dispute was properly denied by CenturyLink on August 11, 2011.



COI cannot withhold payment of amounts that are properly owed simply because COI has been unhappy with the format of their invoices since the conversion from the CRB system to Ensemble in October of 2009 or with past billing problems that have been corrected. CenturyLink worked closely with COI to correct USOCs that were improperly activated by the conversion to Ensemble and to issue all appropriate credits to COI as a result of those issues. CenturyLink also took steps to make changes to display a telephone number, circuit ID or a purchase order number with each product ID, as requested by COI.

In July, CenturyLink undertook a review of every product on COI's bills, and the only product codes that were identified that did not include a related telephone number, circuit id or order number, involved web access lines beginning with a product ID of "CTL" or "eq". This was changed by CenturyLink to assist COI in reviewing the bill by adding the related telephone number to these products, and the invoices for September reflected this information for these products. The invoices for October will also reflect a net credit in the amount of approximately \$1000 to COI based on the investigation that involved the issuance of both credits and debits on the 2 BANS that included those web access products. It is important to note that these products accounted for less than \$5000 per month, and could not possibly justify the withholding of over \$1.4 million in payments.

Separately, in addition to the CBFF100 flat files that COI designated for its bill media, CenturyLink provided or offered COI, access to My Account, pdf versions of their bills, as well as billing data loaded into a specially developed excel spreadsheet that enabled COI to perform reviews that were not possible using the flat file format alone. On September 17, 2010, CenturyLink again offered to provide COI detailed excel spreadsheets of each month's billing. On September 21, 2010, COI advised CenturyLink that this detail was not required and to only provide a breakdown of one time charges, adjustments and credits that were included on its BANS. CenturyLink accommodated this request and provided the abbreviated spreadsheets to COI through February of 2011, but we never received any acknowledgement from COI concerning the usefulness of this data. Subsequently, an additional excel spreadsheet was provided on August 9, 2011 detailing all charges on COI's bills.

Further, as early as February 2010, CenturyLink encouraged COI to make use of the EDI811 electronic bill format that would enable COI to manipulate its billing data in a manner that would facilitate its review of amounts being charged. A test file was sent to COI at that time, and then again in August 2011. During this entire time, CenturyLink advised COI that it could also obtain additional detail on its bills by making use of its "My Account" access.

It is my understanding, based on your letter of September 7, 2011, that COI has now completed its evaluation of the EDI811 billing media, and intends to proceed with implementation of that invoicing method.

The foregoing background has been provided because COI apparently thinks that it can justify the ongoing refusal to remit payment of amounts that are past due because of circumstances that have previously been rectified and despite the accommodations that CenturyLink made to assist COI, and despite other resources that were available to COI that it didn't choose to utilize. Such actions by COI are not appropriate and could lead to serious adverse consequences.

Failure by COI to make timely payment of its invoices is a breach of your agreement, and this letter shall serve as formal notice of such breach. CTL has presently stopped processing all new orders submitted by COI, as allowed under the ICA. If COI does not make payment of all past due amounts within 60 days of this notice, CenturyLink will also be entitled to terminate your agreement and all services provided pursuant to the agreement, and to turn the account over to collection agents.

Our hope and intention is that full payment can be received to avoid the need for CenturyLink to take any further action on your accounts. While CenturyLink could immediately impose late fees and demand a deposit on COI's accounts, CenturyLink will forego such additional steps at the present time, pending our receipt of COI's response to this letter.



If you have any questions concerning this matter, please call Jack Burge at 407-889-6434 or myself at 318-330-6546.

Sincerely,

Michael R. Hunsucker
Vice President, Wholesale Services and Support

cc: Brenda Smith
Susan Smith
Steve Smith
Jack Burge
Brenda Pagel
Mary Ann Ware

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

9/28/2011 4:54:16 PM

in

Case No(s). 11-5316-TP-CSS

Summary: Application of Communication Options Inc. for a complaint against United Telephone Company of Ohio dba CenturyLink electronically filed by Teresa Orahod on behalf of Communication Options Inc.