

(NC)

FILE

LAW OFFICES OF
STRIP, HOPPERS, LEITHART, McGRATH & TERLECKY CO.

A LEGAL PROFESSIONAL ASSOCIATION

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 PAUL W. LEITHART, II
 TIMOTHY J. McGRATH**
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December 21, 2012

12-3291-TP-CSS

Public Utilities Commission of Ohio
 Docketing Division
 180 East Broad Street
 Columbus, Ohio 43215-3793

Re: Submission of PUCO Complaint

Dear Sir or Madam,

Enclosed please find the original, and ten copies, of the Complaint of Strip, Hoppers, Leithart, McGrath & Terlecky Co. for filing. Please file the same and serve upon the Defendant utility companies in the action. Please return a time-stamped copy of the Complaint using the enclosed self-addressed envelope.

Do not hesitate to contact me if you have any questions. Thank you.


Sincerely,



Nicholas W. Reeves, Esq.

Encls.

RECEIVED-DOCKETING DIV
 4/14 DEC 24 PM 1:50
 PUCO

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business
 Technician  Date Processed DEC 24 2012

FILE

(INC)

Ohio

**Public Utilities
Commission**

12-3291-TP-CSS

Case Number

Public Utilities Commission of Ohio
Attn: Docketing
180 E. Broad St.
Columbus, OH 43215

Formal Complaint Form

Strip, Hoppers, Leithart, McGrath & Terlecky
Co., LPA

575 S. Third St.
Customer Address

Columbus OH 43215
City State Zip

AGAINST

Account Number

Customer Service Address (if different from above)

Windstream Ohio, Inc. dba Windstream
Communications
C/O CT Corp. its Statutory Agent
1300 E. 9th St.
Cleveland Ohio, 44114

City State Zip

and

Windstream NuVox Ohio, Inc. dba NuVox
C/O CT Corp. its Statutory Agent
1300 E. 9th St.
Cleveland Ohio, 44114

and

The Ohio Bell Telephone Company
dba AT&T Ohio
C/O CT Corp. its Statutory Agent
1300 E. 9th St.
Cleveland Ohio, 44114

RECEIVED-DOCKETING DIV
4014 DEC 24 PM 1:50
PUCO

Now comes Strip, Hoppers, Leithart, McGrath & Terlecky Co., LPA (hereinafter
"SHLM&T"), by and through the undersigned counsel, and pursuant to Ohio Revised Code
Section 4905.26, hereby states its Complaint against Windstream Ohio, Inc. dba Windstream

180 East Broad Street
Columbus, Ohio

Updated November 23, 2010
(614) 466-3016



Formal Complaint Form

Communications (hereinafter "Windstream"), Windstream NuVox Ohio, Inc. (hereinafter "NuVox"), and The Ohio Bell Telephone Company dba AT&T Ohio (hereinafter "AT&T") (collectively referred to as "Defendants") as follows:

1. SHLM&T is a law firm and is organized as an Ohio Limited Professional Association with its principal office located at 575 S. Third St., Columbus, OH, within Franklin County (hereinafter "Principal Office").

2. Windstream is an Ohio Corporation, with a business location of 17 S. High Street, Suite 750, Columbus, OH, within Franklin County.

3. AT&T is an Ohio Corporation, with a business location of 45 Erieview Plaza, Room 1600, Cleveland, OH.

4. NuVox, Inc. is a Delaware Corporation licensed to do business in the State of Ohio, with a business location of 4001 Rodney Parham Rd., Little Rock, AR 72212.

5. SHLM&T entered into a Customer Service Agreement, and Addendum thereto, with Windstream and/or NuVox on February 8, 2011, under which Windstream and/or NuVox agreed to provide telephone service to SHLM&T under the terms stated therein. A copy of the Customer Service Agreement is attached hereto as "Exhibit A."

6. SHLM&T is a customer of Windstream and/or NuVox, and its Principal Office is serviced by Windstream and/or NuVox for telephone and facsimile services pursuant to Account Number 4222959.

Formal Complaint Form

7. Upon information and belief, AT&T owns the telephone lines that service the Principal Office, and leases such lines to Windstream and/or NuVox so that Windstream and/or NuVox can provide service to its customers.

8. Windstream, NuVox and AT&T are all licensed and registered with the State of Ohio as a public utility service provider, and are considered a “public utility” as defined in Ohio Revised Code Section 4905.02.

9. Since switching its telephone and facsimile service to Windstream and/or NuVox, SHLM&T has experienced intermittent problems with its lines, including, but not limited to, outages and dropped calls.

10. Many of these service problems occurred when it was raining outside.

11. On or about December 4, 2012, SHLM&T began experiencing significant problems with its phone line and fax line, including dropped calls, inability to make outgoing calls, the inability to receive incoming calls, and the inability to receive or send facsimile communications. A list of specific instances of interrupted service as recorded by attorneys at SHLM&T is attached hereto as “Exhibit B.”

12. On or about December 5, 2012, a representative of SHLM&T notified Datatalk Telecom, Inc. (“Datatalk”), the provider of SHLM&T’s telephone system and a dealer of Windstream and/or NuVox, of the problems it was experiencing with the phone and fax lines.

13. To the best of SHLM&T’s knowledge, Datatalk notified and Windstream and/or NuVox of the problems that SHLM&T was experiencing, and placed a “ticket” with it.



Formal Complaint Form

14. On December 11, 2012, a representative of SHLMT called Windstream and/or NuVox and spoke with a manager regarding the problems with its service. SHLMT was told by the manager that AT&T was responsible for fixing the problem, and that it had contacted AT&T the prior week to notify it of the problems. The manager further assured SHLMT that it would label the complaint as "Level 3" and would contact AT&T again.

15. On December 12, 2012, a full week after the service problems began, SHLM&T was informed that AT&T had apparently resolved the most recent service problems by making repairs to a telephone pole near the Principal Office.

16. Employees of SHLM&T conversed with other businesses located next to the Principal Office, and were told that they were not experiencing any problems with their phone or fax service during the week of December 4 through December 12.

17. SHLM&T's phone and fax service continued without any problems until December 20, at which point the same problems resumed. Once again, it was raining when the problems resumed.

18. SHLM&T again notified Datatalk of the issues, which reported the problems to Windstream and/or NuVox. Windstream and/or NuVox indicated that the problems were being caused by AT&T equipment (Smart Jack and/or cabling outside the building). Datatalk requested that the ticket be set up with a "critical status." AT&T was reportedly contacted about the problem by either Datatalk and/or Windstream.



Formal Complaint Form

19. Windstream and/or NuVox has breached the Customer Service Agreement by failing to provide the service which it agreed to provide thereunder, and by failing to take necessary steps to remedy the problem.

20. Due to the interrupted service to its phone and fax lines, SHLM&T was unable to conduct its business in the regular course. As a small business, the impact on SHLM&T of not having properly functioning phone and fax lines for a week was enormous, and resulted in reduced productivity and most likely lost clients.

21. SHLM&T has suffered irreparable harm as a result of the poor service provided by Defendants and their failure to remedy problems with the phone and fax lines in a timely fashion. Therefore, SHLM&T is entitled to an order directing the Defendants to create a detailed response/report as to the cause of the poor service, the nature of the problem, and how it will be remedied.

WHEREFORE, SHLM&T requests relief from the Ohio Public Utilities Commission as follows:

A. A finding that the Defendants are responsible for the interrupted service to SHLM&T's phone and fax lines;

B. A finding that Defendants' failure to remedy the problems with SHLM&T's fax and phone lines in a timely manner, and the continued interruptions in service constitute Defendants' failure to provide reasonable and adequate service to SHLM&T;

C. An Order directing that the Defendants make necessary repairs/improvements to its equipment within a reasonable time pursuant to R.C. 4905.38.



Public Utilities Commission

Case Number

Public Utilities Commission of Ohio
Attn: Docketing
180 E. Broad St.
Columbus, OH 43215

Formal Complaint Form

D. An Order directing that the Defendants create a detailed response/report as to the cause of the poor service, the nature of the problem, corrective measures taken and to be taken, how problems will be remedied in a timely fashion, how it will assist Plaintiff with future problems, and designating a dedicated representative with whom Plaintiff may communicate future problems, and such other relief as is appropriate.

Respectfully submitted,


Myron N. Terlecky (0018628)

Aaron C. Firstenberger (0072261)

Nicholas W. Reeves (0086293)

Attorneys for Plaintiff

**STRIP, HOPPERS, LEITHART, MCGRATH
& TERLECKY CO., L.P.A.**

575 South Third Street

Columbus, Ohio 43215

(614) 228-6345 (telephone)

(614) 228-6369 (facsimile)

(614) 228-6345

Customer Telephone Number

EXHIBIT A



March 4, 2010: Rev. A

CUSTOMER SERVICE AGREEMENT

| | | | | |
|---|-------------------|--|-----------|----------------|
| <input checked="" type="checkbox"/> | New Customer | Customer Name: STRIP, HOPPERS, LEITHART, MOGRATH, & TERLECKY CO. | | |
| | | Address for service: 575 S 3RD ST, | | |
| <input type="checkbox"/> | Existing Customer | City: COLUMBUS | State: OH | Zip: 432155755 |
| Services to be provided at above location unless different address indicated on Proposal(s) attached hereto. If CSA covers services at multiple locations, Proposal for each location must be attached. | | | | |

This Customer Service Agreement ("CSA") is made by and between Windstream NuVox, Inc., a Delaware corporation, and its affiliates ("Company") having its principal place of business at 4001 Rodney Parham Rd., Little Rock, AR 72212 and the customer ("Customer"):

1. Services to be Provided; Proposal(s). Company agrees to provide and Customer agrees to purchase the Services and equipment ("Services") described on the Proposal(s) and/or set forth in Company's Terms and Conditions or Tariffs, each incorporated by reference. The Proposal(s) expire thirty (30) days from their creation date except that such Proposal(s) shall be extended if signed by Company after their expiration date(s). The Proposal(s) may not include certain taxes, surcharges, assessments, and/or fees that are based on Company's Tariffs, price lists and/or other federal, state and local taxes, fees, assessments, and surcharges imposed by Company or any governmental authority (collectively, "Fees"). Customer shall pay all such Fees unless Customer signs a tax exemption certificate proving that it is exempt from same within thirty (30) days of execution of this CSA. Company's commitment to provide Services is subject to approval of Customer's credit, approval of the suitability of Customer's premises, and receipt of all paperwork. Customer acknowledges and agrees that it will not use the Services for its own end users and/or customers as a provider of any sort, telecommunications or otherwise.

2. Term of CSA; Renewal; Termination; Termination Fees. This CSA shall become effective on the date it is signed by Company and shall continue for the Term Commitment set forth in the Proposal(s) until replaced with a new CSA or terminated pursuant to the terms of this CSA. If this is Customer's first installation of Company Services at the applicable location(s), the Term Commitment for such location(s) shall begin on the date Services commence (the "Installation Date"). Supplemental requests for changes are subject to applicable fees and charges, and may affect the actual Installation Date. If Customer currently receives Services from Company, any rate or Service changes ("Changes") will become effective at the start of next bill cycle after Changes have been made, which could be at least two billing cycles from the effective date of this CSA. The Term Commitment for Changes shall commence on the date of the bill cycle on which the billing or Service changes appear. Upon expiration of the Term Commitment for a location, this CSA shall renew automatically for successive one (1) year renewal terms (each, a "renewal term") until terminated or cancelled pursuant to the terms hereof.

Either party may terminate this CSA by providing at least thirty (30) days written notice to the other party prior to the end of the initial Term Commitment or a renewal term or if the other party is in default of any material provision hereof and such default is not cured within thirty (30) days after the non-defaulting party gives the defaulting party written notice. Customer's right to terminate for cause shall be limited to termination of the Services at the affected location(s) only. Any Customer notice must be sent via first class certified mail, return receipt requested, to: Company, P.O. Box 6068, Greenville, SC 29606, ATTN: Customer Care. Company may cancel Google services at any time on thirty days notice and, at its option, may either terminate the Google services altogether or move Customer to another similar platform. In the event Company terminates the Google services or in the event that Customer downgrades or cancels its Google Services, Customer is solely responsible for downloading all Customer's information to its computer within thirty (30) days. If Customer terminates this CSA following its execution but prior to the Installation of Services, Customer shall pay Company a Cancellation Charge of \$1000 per T1 or T1 equivalent or \$250 per DSL line (BizPac). CUSTOMER'S RATES AND OTHER APPLICABLE DISCOUNTS ARE BASED UPON CUSTOMER'S COMMITMENT TO PURCHASE SERVICES FOR THE TERM COMMITMENT OR RENEWAL TERM. IF CUSTOMER TERMINATES THIS CSA AND/OR ANY SERVICES AT A LOCATION PRIOR TO THE EXPIRATION OF THE THEN-CURRENT TERM FOR SUCH LOCATION (OTHER THAN AS PROVIDED ABOVE), OR IF COMPANY TERMINATES THIS CSA PRIOR TO THE EXPIRATION OF THE THEN-CURRENT TERM DUE TO CUSTOMER'S MATERIAL BREACH, CUSTOMER AGREES TO PAY TO COMPANY, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AN AMOUNT EQUAL TO THE MONTHLY RECURRING CHARGES ("MRC") MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM. CUSTOMER AGREES THAT THE ACTUAL DAMAGE TO COMPANY IS DIFFICULT TO ASCERTAIN AND THAT THE AMOUNTS FIXED FOR LIQUIDATED DAMAGES ARE A REASONABLE ESTIMATE OF THE ACTUAL REDUCTION IN THE VALUE OF THIS CSA THAT COMPANY WILL SUSTAIN.

3. Customer Relocation. Customer agrees to provide sixty (60) days advance notice to Company if Customer will move Services to a different location and Customer will incur installation charges for the new location based on the months of active service, as follows: \$2000 for 0-6 months, \$1250 for 7-12 months, \$1000 for 13-18 months, \$750 for 19-24 months, and \$250 after 24 months. Customer will be required to enter into new CSA for such new location or Company will apply the liquidated damages set forth in Section 2 for the terminated location. Charges could apply and monthly fees may be affected. Company does not provide Services beyond specific service boundaries and if Customer moves beyond such boundaries, Company will apply the liquidated damages set forth in Section 2.

4. Documents Incorporated by Reference; Commission Oversight. COMPANY'S SERVICES ARE SUBJECT TO AND THIS CSA INCORPORATES: (I) FOR BOTH REGULATED AND UNREGULATED SERVICES, THE TERMS AND CONDITIONS OF THE TARIFFS WHERE CUSTOMER RECEIVES THE SERVICES OR, IF NO TARIFFS ARE FILED, COMPANY'S SOUTH CAROLINA TARIFFS; (II) FOR REGULATED AND UNREGULATED SERVICES PROVIDED IN DETARIFFED JURISDICTIONS OR IN THE EVENT SOUTH CAROLINA IS

Customer Initials

PRIVATE/PROPRIETARY

Contains Private and/or Proprietary Information. May not be used or disclosed outside Windstream except pursuant to a written agreement.

EXHIBIT A



March 4, 2010: Rev. A

DETARIFFED, THE "TERMS AND CONDITIONS" APPLICABLE TO THE TYPES OF SERVICES CUSTOMER OBTAINS FROM COMPANY (I.E., DOMESTIC LONG DISTANCE) AND THE NORTH CAROLINA TERMS AND CONDITIONS POSTED AT http://business.windstream.com/ResourceCenter/Legal/NC_Terms-Conditions_WINNU_3-2010.pdf; (III) FOR DATA AND INTERNET SERVICES, THE "ACCEPTABLE USE POLICY" POSTED AT <http://business.windstream.com/Legal/acceptableUse.htm> AND THE "PRIVACY POLICY" POSTED AT <http://business.windstream.com/Legal/privacyPolicy.htm>; AND (IV) IF COMPANY IS RECEIVING TRAFFIC FROM CUSTOMER THAT ORIGINATES FROM A LOCATION OTHER THAN THE LOCAL CALLING AREA ASSOCIATED WITH CUSTOMER'S SERVICE LOCATION, THE "ISDN-PRI TERMS AND CONDITIONS OF SERVICE" POSTED AT http://business.windstream.com/ResourceCenter/Legal/ISDN-PRI_terms_and_conditions.pdf (WHETHER SERVICES ARE PROVISIONED VIA ISDN-PRI OR ANOTHER FACILITY). IF CUSTOMER SUBSCRIBES TO GOOGLE BUSINESS APPS, CUSTOMER WILL BE REQUIRED TO COMPLETE A CLICK-THROUGH AGREEMENT FOR THE "GOOGLE APPS PREMIER EDITION LICENSE" ("GOOGLE LICENSE") POSTED AT http://business.windstream.com/ResourceCenter/Legal/Google_Apps_License_02-08-08.pdf PRIOR TO USING THE RELEVANT GOOGLE APPS; THEREFORE, CUSTOMER REPRESENTS THAT AN EMPLOYEE WHO SIGNS THIS AGREEMENT AND/OR THE GOOGLE LICENSE HAS THE EXPRESS AUTHORITY TO LEGALLY BIND THE CUSTOMER AND EXECUTE AGREEMENTS ON ITS BEHALF AND CUSTOMER CONSENTS TO EXECUTE THE AGREEMENT AND COMMUNICATE WITH COMPANY BY ELECTRONIC TRANSMISSION. CUSTOMER'S INITIAL AND CONTINUED USE OF THE SERVICES IS SUBJECT TO CUSTOMER'S AGREEMENT TO ALL OF THE DOCUMENTS REFERRED TO HEREIN, AS THEY MAY CHANGE FROM TIME TO TIME. In the event of any conflict between the provisions of this CSA and the Tariffs and/or the "Terms and Conditions," the provisions of the Tariffs or the Google Apps Premier Edition License shall control followed by the "Terms and Conditions" and then this CSA. For regulated services, any claim or dispute by Customer must be referred to the applicable regulatory agency.

5. Rates and Charges: Changes: Billing. Customer shall pay to Company charges for the Services and applicable equipment on a monthly basis, payable on receipt of the invoice notice, as set forth in the Proposal(s) ("Monthly Recurring Charges" or "MRC") or the applicable Tariff or, where a Tariff is not applicable, then as such charges may appear in Company's Terms and Conditions. In any given month during which Customer's actual usage at a location falls below the MMC for such location, Customer nonetheless shall pay the MMC. **COMPANY RESERVES THE RIGHT TO INCREASE OR DECREASE MRCs ON AT LEAST THIRTY (30) DAYS NOTICE AND OTHER RATES AT ANY TIME.** Billing at a location will begin upon the earlier of (i) the Installation Date (which may be the date administrative access to certain software-based Services is granted to Customer); or (ii) thirty (30) days after delivery of the applicable facility or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent). Customer shall pay all costs and expenses of collection of any amounts due from Customer hereunder, including reasonable attorney's fees. Upon request, Customer can choose a paper bill containing detailed usage and charges delivered via regular mail for a monthly charge (if applicable).

6. Disconnection of Current Services: Special Construction: Third Party Charges: Company-Provided Equipment. Customer is solely responsible for disconnecting services with its current service provider. Company is not responsible for any charges assessed against Customer by such provider. Customer shall pay all charges if Company or a third party provider is required to extend the Demarcation Point or undertake special construction for Customer. Customer is responsible for all charges assessed by its phone system vendor and other third parties in connection with the installation of the Services. Company shall have no responsibility for maintenance or repair of same. Internet Services require properly configured peer-to-peer or client/server Ethernet network capable of connecting to a router at 10BaseT. Any equipment installed by Company on Customer's premises (such as the CSU/DSU, Channel Bank and router, if applicable) shall remain at all times the property of Company and shall remain in good condition, less normal wear and tear. Company shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse Company for the cost of any necessary repairs. Customer shall provide Company reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If Company does not have access to Customer's premises within thirty (30) days after Customer terminates Services with Company, Customer shall reimburse Company for the full purchase price of the equipment as well as any attorney's fees and costs.

7. Disclaimer of Warranties: Limitation of Liability. FOR PURPOSES OF THIS SECTION, "COMPANY" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS AND/OR ANY ENTITY ON WHICH BEHALF COMPANY RESELLS SERVICES. COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS AND ALL WARRANTIES ARE HEREBY DISCLAIMED. THE LIABILITY OF COMPANY FOR SERVICE ISSUES AND/OR INTERRUPTIONS OR IN JURISDICTIONS THAT PROHIBIT DISCLAIMERS SHALL BE LIMITED TO CREDITS FOR INTERRUPTED SERVICES, IF ANY, IN ACCORDANCE WITH COMPANY'S THEN-CURRENT CREDIT POLICY. IN NO EVENT SHALL COMPANY BE LIABLE FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR ANY OTHER LOSSES OR DAMAGES INCLUDING, BUT NOT LIMITED TO, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), WHETHER IN A CLAIM OR AN ACTION BASED ON BREACH OF EXPRESS OR IMPLIED WARRANTY OR CONTRACT, STRICT LIABILITY OR ANY OTHER THEORY (COLLECTIVELY "CAUSES OF ACTION"), EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

8. Critical Lines. Because many lines can cease operating during a power outage, Customer should have a Business line or copper line for elevator, alarm, E911 and other critical functions.

9. Entire CSA: Modification. This CSA, incorporated documents (collectively, the "CSA") and any other documents required by Company to provide the Services constitute the entire agreement between the parties and there are no other verbal statements, representations, or warranties not embodied herein.

Customer Initials 

PRIVATE/PROPRIETARY

Contains Private and/or Proprietary Information. May not be used or disclosed outside Windstream except pursuant to a written agreement.

EXHIBIT A



March 4, 2010: Rev. A

This CSA and all changes to its terms and conditions must be in writing and signed by a Manager or Director on behalf of Company. Hand-written or typed changes to the terms and conditions of this CSA are strictly prohibited and will not be binding on Company. This CSA shall in all respects be governed by and construed in accordance with the laws of Delaware, without regard to its choice of law rules. Customer may not assign this CSA without the written consent of Company. If any part of this CSA is unenforceable, the rights and obligations of the parties shall be construed as if a commercially reasonable provision had been substituted, consistent with law and the parties' undertakings.

10. **International Unblocking.** If Customer has access to Company international calling, Customer is subject to Company's web-posted Terms and Conditions for International Telecommunications Services. Customer and not Company is responsible for securing its customer premises equipment and Customer shall be liable for all charges associated with the customer premises, calling card(s) and/or access numbers, regardless of whether such use (i) is authorized by Customer management, or (ii) involves fraudulent activity. CUSTOMER AUTHORIZES COMPANY TO MONITOR AND RECORD ORAL COMMUNICATIONS WITH COMPANY PERSONNEL REGARDING CUSTOMER'S ACCOUNT OR THE SERVICES FOR THE PURPOSE OF SERVICE QUALITY ASSURANCE. CUSTOMER AGREES THAT COMPANY MAY SEND EMAIL MESSAGES CONCERNING PRODUCTS AND SERVICES.

| | |
|--|------------------------|
| <i>Strip Happens, Leftmost McGrath & Telecty Co.</i> | |
| CUSTOMER | WINDSTREAM NUVOX, INC. |
| X Signature: <i>[Signature]</i> | Signature: |
| Printed Name: <i>John W. Happens, Corp. Secretary</i> | Printed Name: |
| Title: <i>Secretary</i> | Title: |
| X Date: <i>2-8-2011</i> | Date: |

PRIVATE/PROPRIETARY

Contains Private and/or Proprietary Information. May not be used or disclosed outside Windstream except pursuant to a written agreement.

EXHIBIT A



ADDENDUM TO CUSTOMER SERVICE AGREEMENT

This Addendum is entered between Windstream NuVox, Inc. and its affiliates ("Windstream") and for STRIP, HOPPERS, LEITHART, MCGRATH, & TERLECKY CO. ("Customer") Proposal ID 1470966 or 1467248 and amends Customer Service Agreement ("CSA") entered between Windstream and Customer ("Parties").

AUTO RENEWAL

The following shall be inserted in lieu of sentence six (6) of CSA **Section 2. Term of CSA: Renewal: Termination; Termination Fees:**

Upon expiration of the Minimum Term Commitment for such location, this agreement shall automatically renew on a month-to-month basis at such location until terminated upon thirty (30) days notice by either party.

RATE INCREASES

Windstream and Customer agree that notwithstanding anything to the contrary in the Agreement, if during the Minimum Term Commitment of the Agreement Windstream increases Customer's monthly recurring charges for the Services being provided under the Agreement (or, in the case of long distance services, the per minute charge for the such services) by any amount above the amounts set forth in Customer's signed proposal executed contemporaneously with this Agreement, Customer shall have the right, upon thirty (30) days written notice, to terminate the Agreement without liability other than payment for Services rendered through the termination date. The forgoing right shall not apply to changes to, additions of and/or increases in applicable fees, taxes and other government-mandated charges.

SATISFACTION GUARANTEE

Windstream pledges to provide you superior voice and data solutions, as well as customized and hassle-free service. In addition to this value-added service, you will also receive our Satisfaction Guarantee.

If there is a material failure by Windstream in the provision of Services (excluding billing issues) during the initial term following the initial Installation Date ("Satisfaction Period") or renewal date and Windstream fails to cure such material failure within five (5) days of receipt of written notice* of such failure, you may, within the Satisfaction Period, terminate this Agreement without incurring liquidated damages charges and Windstream will be responsible for reasonable (not to exceed one thousand dollars) charges associated with transferring Services to a new service provider.

*Customer's written notice must be delivered to Windstream ATTN: Executive Appeals, 301 N. Main Street, Suite 5000, Greenville, South Carolina, 29601. The forgoing applies to new or renewal customers and does not apply to any additional Services ordered hereunder, and the forgoing reimbursement provisions do not apply to Netosphere™ Networking Services and LANLock™ Security Services.

The CSA noted above and this Addendum constitutes the Parties' entire agreement. To the extent there is a conflict between this Addendum and the CSA, this Addendum controls.

EXHIBIT A

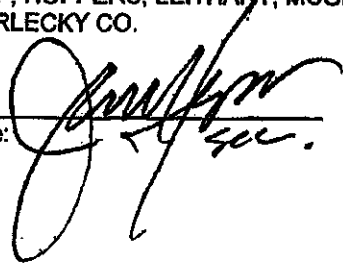
This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.

Windstream and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.

Hand-written modifications to this Addendum are not binding on either Windstream or Customer.

STRIP, HOPPERS, LEITHART, MCGRATH,
& TERLECKY CO.

By: _____
Name: _____
Title: _____



Windstream NuVox, Inc. and its affiliates

By: _____
Name: _____
Title: _____

EXHIBIT A



Customer Information

| | | | |
|------------------------|---|------------------|-----------------------------|
| Customer Name | STRIP, HOPPERS, LEITHART, MCGRATH, & TERLECKY CO. | EAN | 4222959 |
| Install Street Address | 575 S 3RD ST, | City, State, Zip | COLUMBUS, Ohio , 43215-5755 |
| Main Telephone Number | (614)228-6345 | Market | COLUMBUS |
| Contact Name | John Hoppers | Proposal ID | 1470966 |
| Account Representative | Ray Eversole | Proposal Type | New |
| Dealer Name | DataTalk Telecom, Inc | Term | 3 Years |

| Bundled Services | Total Qty | Price/Unit | Total Price | Adjusted Price |
|-------------------------|-----------|------------|-----------------|-----------------|
| ISDN PRI (B+D Channels) | 18 | - | - | - |
| Total Services | | | \$824.03 | \$361.97 |

| Features | Included | Total Qty | Price/Unit | Total Price | Adjusted Price |
|-------------------------------------|----------|-----------|------------|-------------|----------------|
| Voice Local Features | | | | | |
| Customer Recovery - Single Line | -- | 1 | | \$5.00 | \$5.00 |
| DID Numbers | 20 | 40 | | \$4.00 | \$4.00 |
| Directory Listing | 1 | 12 | | \$22.00 | \$22.00 |
| Voice Long Distance Features | | | | | |
| Account Codes | -- | YES | | \$0.00 | \$0.00 |
| Long Distance Blocks (1000 minutes) | 1 | 2 | | \$32.00 | \$32.00 |
| Long Distance Minute | -- | 1 | | \$.04/min | \$.04/min |
| Bandwidth Data Features | | | | | |
| Data Equipment Maintenance | -- | 1 | | \$0.00 | \$0.00 |
| Static IP Address | -- | 1 | | \$0.00 | \$0.00 |
| Total Features | | | | | \$63.00 |

| Other Charges | Total Price | Adjusted Price |
|----------------------------|-------------|----------------|
| Total Other Charges | | \$0.00 |

| Total Solution | Total Price | Adjusted Price |
|--|-------------|-----------------|
| Total Monthly Recurring Charges | | \$424.97 |
| Total Non-Recurring Charges | | \$0.00 |

In the event Customer makes changes to its services during the initial term of agreement, Customer is responsible for maintaining a Minimum Monthly Commitment of 85% of the Total Monthly Recurring Charges.

Minimum Monthly Commitment **\$361.22**

Service Information

This proposal and all Windstream NuVox, Inc. and its affiliates Services shall be governed by the terms and conditions

EXHIBIT A

Service Information

of the Customer Service Agreement ("CSA") entered between the parties. Please ask your sales representative for a copy of Windstream's standard CSA to review the additional terms applicable to Windstream's Services. Windstream reserves the right to choose the transport method for Customer's Service. In the event that a particular transport method is not available to support Service and/or if the cost of providing Service is higher than expected, Windstream reserves the right to cancel this proposal.

Customer must subscribe to a minimum of one voice service (channel or call path) to qualify for LD Block Minutes. LD Blocks are not available on Business Lines. LD Block rates vary based on term commitment. Interstate, Intrastate and 800 inbound usage will apply to LD Block Minutes. Any domestic usage above LD Block subscription amount and any Conferencing and International will be billed at the rate per minute published in Windstream's currently-posted Terms and Condition/Price List(s). Unused Block minutes are subject to expiration at the end of the period specified in Windstream's currently-posted Terms and Condition/Price List(s).

Authorized Windstream Representative Name _____

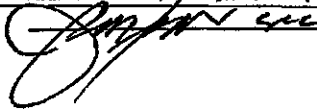
Authorized Windstream Representative Signature _____

Date _____

Authorized Customer Name _____

STRIPE HOPPERS Lighthouse Technology Co.

Authorized Customer Signature _____



Date _____

2-8-11

EXHIBIT A



NVC-0010-20-01
Legal & Regulatory - Customer Service Record
Authorization
March 5, 2010: Revision F

REQUEST FOR RELEASE OF CUSTOMER INFORMATION

The undersigned hereby appoints Windstream NuVox, Inc. and its affiliates to act as an agent on its behalf for the sole purpose of obtaining customer information from:

AT&T

(Customer's current Local Telephone Company)

The undersigned hereby authorizes the Local Telephone Company to make all pertinent information available, including the results of an account research and itemization for specified Billing Telephone Numbers, to Windstream Communications, and to work with and follow Windstream Communications' instructions with reference to the above-mentioned matters.

Billing Telephone Number(s):

614-228-6345

614-224-0074

X *SIGNATURE: [Signature]

PRINTED NAME: John W. Hoppers

TITLE: Corp. Secretary

COMPANY NAME: STRIP, HOPPERS, LEITHART, MCGRATH, & TERLECKY CO.

COMPANY INSTALLATION ADDRESS: 575 3RD ST, COLUMBUS, OH, 432150000

X DATE: 2-8-2011

*Signature on this document does not authorize a change in telecommunications providers.

PRIVATE/PROPRIETARY

Contains Private and/or Proprietary Information. May not be used or disclosed outside Windstream except pursuant to a written agreement.

EXHIBIT A

Letter of Agency

| | |
|---|------------------------------------|
| Contact Name: <u>John W. Hopper</u> | Sales Office: COLUMBUS |
| BTN: 6142286345 | Dealer Name: DataTalk Telecom, Inc |
| Company Name: <u>STEID HOPPER'S ^{Leith} AMBUSH & TERLOCK CO.</u> | Sales Rep Name: Ray Eversole |
| Install Address: <u>575 E. 3 ST COLUMBUS, OH 43215</u> | Order Date: |
| Current Carrier: <u>AT&T</u> | |
| Additional BTNs: <u>614-224-0074</u> | |

Authorization to Change Service Provider(s)

On behalf of the Company, I hereby authorize Windstream NuVox, Inc. and its affiliates to change my Company's provider(s) for the following services from my current telecommunications carrier(s) to Windstream for each of the telephone numbers listed below (check all that are applicable):

| | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Local |
| <input checked="" type="checkbox"/> | Intrastate, IntraLATA Long Distance Service (also known as local toll) |
| <input checked="" type="checkbox"/> | Interstate, InterLATA and International Long Distance |
| <input type="checkbox"/> | Internet |

I represent that I am at least eighteen years of age. I also represent that I am the party identified in the account records of my local telephone company as responsible for payment or that I have the authority to change telecommunications carriers for each of the telephone numbers identified herein. I understand that I have the right to obtain telecommunications services individually. I also understand that I may designate only one local exchange carrier, one intraLATA carrier, and one interLATA carrier per telephone number. I also understand that by checking beside the services listed above that Company's preferred carrier for the selected services will be changed, but only for those numbers set forth below.

I understand that the monthly rate plan does not include taxes or applicable regulatory fees.

I choose Windstream to act as my agent in order to effectuate the change(s) and authorize Windstream to handle on my behalf all arrangements, including ordering, changing, and/or maintaining my service, with my local telephone company(s), interexchange carriers, joint user group(s), equipment vendor(s) and consultant(s). By designating Windstream to act as my agent, I do not permit Windstream to change my service to a carrier other than Windstream. In addition, I authorize Windstream to issue all necessary instructions to the foregoing for the purpose of fulfilling its agency on my behalf. This agreement will remain in effect until revoked in writing by the Company.

Numbers: 614-224-0074 614-225-0925 614-228-6345-6348, 614-228-4797
614-228-3440, 0450, 5572, 5478

I understand that I may consult Windstream Communications, Inc. as to whether a fee applies to change from the Company's current telecommunications carrier(s) to Windstream Communications, Inc.

Company Signature: [Signature] Date: 12-8-2011

I understand that by signing above, Company's preferred provider for the telecommunications service(s) checked above will be changed for the telephone number(s) specified above.

PRIVATE/PROPRIETARY

Contains Private and/or Proprietary Information. May not be used or disclosed outside Windstream except pursuant to a written agreement.

EXHIBIT B
SPECIFIC INSTANCES OF TELEPHONE/FAX SERVICE PROBLEMS

December 5, 2012:

- 11:30 am – Attorney Campbell was told by a client that he was attempting to leave a voicemail when he was cut off.
- 2:00 pm and 2:20 pm - A client attempted to call Attorney Campbell at 2:00 pm and again at 2:20 pm, but the phone gave the busy tone each time. The client had to call the attorney Campbell's cell phone in order to reach her.
- 2:20 pm – after a 15 minute telephone conversation with opposing counsel, attorney Goldberg heard a loud buzz and the line went dead. He attempted to call back but got the busy signal, and was forced to use his cell phone.
- 3:30 pm – after a two minute conversation with opposing counsel, attorney Campbell's phone went dead.

December 6, 2012:

- 9:10 am – attorney Firstenberger had the line go dead during a phone conversation. The display on the phone read "plug out." He tried to call back and received the busy signal. He also received the busy signal when he tried to call another number. Attorney Firstenberger then used his cell phone to call one of the numbers and the call went through without interruption.
- 4:30 pm – After a two minute telephone conversation, Attorney Goldberg heard loud static and lost the call. He immediately tried calling back and received the busy signal.
- 4:50 pm – Attorney Goldberg attempted to make several telephone calls and received the busy signal.
- 4:56 pm – Attorney Firstenberger had another call dropped, and the phone display once again read "plug out." He tried to call out and the recording said "all circuits are busy."
- Attorney Firstenberger was told by several individuals that when they were trying to call SHLM&T's number they heard a recording saying the number "is no longer in service."

December 10, 2012:

- Attorney Goldberg reported no phone service the entire day.
- Attorney Campbell was unable to call out of the office at 11:00 am.
- Attorney Campbell received an email from a county prosecutor stating that he had tried to call the office of SHLM&T to clear a date for a continuance, but was unable to get through.
- Attorney Campbell received a text message on her personal cell phone from the girlfriend of a client stating that the client had tried to call from jail but was unable to get through.

December 11, 2012:

- Attorney Campbell tried to call the office of SHLM&T at around 11:15-11:30 am, but received the "all circuits are busy" message.

- Attorney Campbell received an email from a client stating that he was unable to get through by telephone to schedule an appointment.
- Attorney Goldberg reported no phone service until approximately 4:00 pm.

December 20-21, 2012

- Attorneys at SHLM&T began experiencing problems with the phone service again, including the inability to make outgoing calls and incoming callers receiving either the busy tone or a message saying the phone line had been disconnected.
- 4:52 pm (12/20/12) - Attorney Tim McGrath of SHLM&T attempted to call the office from his cell phone and received a message stating that the line had been disconnected.
- 8:59 am (12/21/12) – an attorney's assistant at SHLM&T attempted to place an outgoing call and received the busy signal.

In addition to the above instances of interrupted service, other attorneys and support staff at SHLM&T experienced identical problems during the week of December 4, 2012 through December 11, 2012, and on December 20 and 21.