

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

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In the Matter of the	:	
Complaint of:	:	
	:	
Terry Sky Glendening,	:	
	:	
Complainant,	:	
	:	
vs.	:	Case No. 12-1968-TP-CSS
	:	
Cincinnati Bell Telephone	:	
Company, LLC,	:	
	:	
Respondent.	:	

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PROCEEDINGS

before Mr. Daniel Fullin, Attorney Examiner, at the Public Utilities Commission of Ohio, 180 East Broad Street, Room 11-D, Columbus, Ohio, called at 11 a.m. on Friday, December 14, 2012.

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1 APPEARANCES:

2 Dr. Terry Sky Glendening

3 On her own behalf.

4 Mr. Douglas E. Hart
441 Vine Street, Suite 4192
5 Cincinnati, Ohio 45202

6 On behalf of the Cincinnati Bell
7 Telephone Company, LLC.

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Friday Morning Session,
December 14, 2012.

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EXAMINER FULLIN: On the record. The Commission has assigned for hearing at this time and place Case No. 12-1968-TP-CSS, which is the complaint by Terry Sky -- how do you pronounce your last name?

DR. GLENDENING: Glendenning.

EXAMINER FULLIN: Glendenning, the accent is on the --

DR. GLENDENING: Middle syllable.

EXAMINER FULLIN: The what?

DR. GLENDENING: Middle syllable.

EXAMINER FULLIN: I'll try to remember that. I might not remember that. Glendenning versus Cincinnati Bell Telephone. My name is Daniel E. Fullin. I'm the Attorney Examiner assigned to this case for hearing purposes.

And may I begin by having the Complainant enter her appearance on the record which basically means giving your name and address for the record.

DR. GLENDENING: My name is Terry Sky Glendenning. I live at 19 Apple Lane, Milford, Ohio 45150.

EXAMINER FULLIN: Thank you.

And may I have an appearance on behalf of
the Respondent.

MR. HART: On behalf of the Cincinnati Bell Telephone, Douglas E. Hart, 441 Vine Street, Suite 4192, Cincinnati, Ohio 45202. And here as company representative is Robert Wilhelm.

EXAMINER FULLIN: Okay. And I will allow you to make an opening statement, but I wasn't too clear when I asked you that off the record whether you want to do that as part of your testimony. You could do it that way too.

DR. GLENDENING: Okay. That would be fine.

EXAMINER FULLIN: Okay. Then you're going first in terms of presentation of your case and so I'll swear you in as a witness and I'll allow you to testify from where you are sitting. You don't have to get up and get into the witness stand.

DR. GLENDENING: Okay.

EXAMINER FULLIN: And I'll have you stand
to be sworn in first though.

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TERRY SKY GLENDENING

being first duly sworn, as prescribed by law, was
examined and testified as follows:

DIRECT EXAMINATION

EXAMINER FULLIN: You can proceed.

THE WITNESS: I will make an apology.
For all days my glasses are not here so I have to
muddle through.

As an opening statement, last fall I
began to have problems with the services provided by
Cincinnati Bell, including excessive phone static,
sporadic internet failures. When a service call with
their internet division failed to resolve the issues,
I tried the strategy suggested on the company's
automated message.

When those efforts failed to fix the
problem, I called to schedule a repair visit. The
repair appointment was scheduled at the convenience
of Cincinnati Bell. The time and date of the
appointment was chosen -- that was chosen by the
utility company was 12-27-11 between 12:30 and 4:30
p.m. The company specified that it was necessary for
an adult to be on the premises in order to provide
access to the inside of the home. More specifically
the representative explained that the repair

1 technician would call beforehand, and unless he could
2 confirm my presence ahead of arrival he would not
3 show up.

4 I kept that appointment on December 27;
5 Cincinnati Bell did not. When the technician did not
6 show up during the scheduled time, I contacted CBT to
7 ask how soon I could expect him. Further delay would
8 affect my work schedule. CBT stated he was not
9 coming. The utility had canceled my appointment
10 without contacting me.

11 CBT stated that a repair technician had
12 shown up on 12-24-11. This occurred without my
13 knowledge or consent. Contrary to the policy
14 expressed by CBT when scheduling the appointment, he
15 did perform work while no adult was available on the
16 premises, and in so doing he completely disconnected
17 my service. So not only did he neglect to fix the
18 original problem he also created a new one. There is
19 no dial tone, no Caller ID data, nothing. No
20 communication is possible by phone or internet. The
21 technician left no notice that he had been there, and
22 CBT did not contact me to cancel our appointment on
23 the 27th.

24 CBT agreed to have someone come out to
25 try to fix the problem on 12-28-11, despite my

1 acknowledged lack of availability to be on the
2 premises. Since CBT had assumed the original problem
3 could be fixed without inside access and since the
4 complete disconnect occurred from the outside, it
5 seemed logical that the technician could correct
6 whatever he did wrong without inside access.

7 I suggested that he may not have made
8 adequate connections when replacing the bad wiring.
9 The CBT representative agreed, so I trusted CBT to
10 take care of the situation on the 28th.

11 The representative first suggested that
12 if the problem wasn't resolved on the 28th, I should
13 call to let them know. After I reminded her that I
14 would not be able to call under those conditions, she
15 changed the plan. I was to wait 24 hours after the
16 technician was there on the 28th, and then if the
17 problem was resolved, I was to call and let them
18 know. Therefore, unless I called to notify CBT that
19 the problem was resolved, CBT would know it was not
20 resolved.

21 Obviously the issue was not resolved, and
22 I patiently waited for a letter of explanation.
23 Instead I received a bill with full charges for the
24 time both before and after the repair attempt. My
25 questions were left unanswered and new questions

1 arose. Since.

2 Then I have tried to get answers to
3 several questions, but CBT has been uncooperative.
4 Throughout this process CBT has acted unreasonably in
5 ways that are unfair and exploit the customer.

6 In addition to furthering the resolution
7 of my own concerns, I am here to present information
8 in the hopes that other customers will not have to
9 endure the same frustrations. I'm hoping to inspire
10 a review of Cincinnati Bell's policies and practices
11 in the interest of the consumer public.

12 EXAMINER FULLIN: Okay. Thank you.
13 Since you labeled that as an opening statement and I
14 did swear you in, I will consider that as testimony
15 in the case.

16 I guess I should make an opportunity for
17 Mr. Hart to make an opening statement for CBT, if you
18 wish to, and then we will go back to your testimony.

19 MR. HART: Yes, thank you. I'll just
20 briefly overview the facts a bit. Dr. Glendening did
21 call in to request a repair, and an appointment was
22 set for December 27. In the interim Cincinnati Bell
23 ran some tests on the line and believed that there
24 was a problem in the drop to her house. And it just
25 turned out that a technician had some available time

1 prior to the 27th and made a visit on actually
2 December 24 which was a Saturday afternoon, Christmas
3 Eve, and replaced the drop to her house and installed
4 a new network interface on the exterior of the house,
5 connected that up, and had dial tone and for all
6 intents and purposes thought he had repaired the
7 problem.

8 We could apologize that apparently no one
9 communicated to Dr. Glendening that that had occurred
10 and that the 27th appointment was not going to be
11 necessary so she did wait around, eventually called
12 the company to find out when somebody would be
13 coming, and for some reason the phone inside the
14 house did not work after that point, even though the
15 dial tone was present to the network interface
16 device.

17 Since that point in time the company
18 believes Dr. Glendening has been unreasonable in
19 attempting to get that repaired. First of all, on
20 the 28th, somebody came out to the house to check
21 again what they could check externally, and
22 everything that could be done there was working fine.
23 There was a telephone call -- let me back up one
24 second.

25 On the 27th when Dr. Glendening was

1 talking to the representative, she was told we'll
2 send somebody out the next day when you are not home.
3 When you get home, check the phone and if there is a
4 problem, let us know. She never did that. On the
5 29th, somebody from Cincinnati Bell called and left a
6 voicemail on her home telephone asking if everything
7 was okay and if it wasn't, to contact them. Nobody
8 heard anything from Dr. Glendening.

9 Almost a month went by until Cincinnati
10 Bell had any contact from her, and in late January of
11 2012, she sent a letter which is probably going to be
12 one of our exhibits here but basically that's the
13 first communication that she had. She refused to
14 call by telephone. She made no other efforts to call
15 the company. The company responded with her -- to
16 her several times both by letter and telephone, were
17 unable to ever schedule another appointment in order
18 to get inside the house to see what the problem was.
19 To this day, she's refused to schedule an additional
20 repair appointment.

21 We understand she now has replacement
22 phone service from another company which we'll get
23 into during the hearing but at this point there's
24 nothing within the Commission's rules that addresses
25 the situation. We don't think there is really any

1 redress the Commission can provide. There's a
2 miscommunication about the appointment on the 27th.
3 We have been trying to rectify it ever since with no
4 cooperation.

5 EXAMINER FULLIN: All right. Thank you
6 for your -- both of you for your opening statements.
7 And as I indicated before, Ms. Glendening, her
8 opening statement will also be considered as her
9 first portion of her testimony in the case. And you
10 can continue with anything further that you wish to
11 present.

12 - - -

13 TERRY SKY GLENDENING
14 being previously duly sworn, as prescribed by law,
15 was examined and testified further as follows:

16 DIRECT EXAMINATION (Continued)

17 THE WITNESS: Okay. The next item in the
18 packet should be titled repair attempt.

19 EXAMINER FULLIN: Point out one other
20 thing, I'm basically going to let you go and put on
21 your whole case, and after you are done and you have
22 presented everything, at that point that's when I
23 will give him a chance to cross-examine you,
24 everything you said, so you won't -- he may interrupt
25 you to object to something you are saying and ask me

1 for a ruling on it, but when he does that, he is
2 speaking to me about something that you are
3 testifying about, but he won't be cross-examining you
4 until you finished presenting your testimony.

5 THE WITNESS: Okay.

6 EXAMINER FULLIN: All right. Go ahead.

7 THE WITNESS: Okay. Cincinnati Bell has
8 neglected to give adequate explanation for the
9 actions taken in the repair attempt. Consider the
10 following statements in Cincinnati Bell's
11 correspondence and the resulting issues raised --
12 there should be a copy of their -- you guys already
13 have it -- letter of February 23, 2012.

14 EXAMINER FULLIN: Are you going to be
15 presenting that letter for --

16 THE WITNESS: Yes.

17 EXAMINER FULLIN: -- for me to put into
18 the record?

19 THE WITNESS: Yes.

20 EXAMINER FULLIN: Let me see if I --

21 THE WITNESS: This should be after the
22 outlines. It should be the first thing in the
23 remainder.

24 EXAMINER FULLIN: I see an outline. But
25 is there a letter itself?

1 THE WITNESS: Yes.

2 EXAMINER FULLIN: Is that what you are
3 offering? Are you offering the outline and the --

4 THE WITNESS: Both.

5 EXAMINER FULLIN: Okay. Are you going to
6 be offering the opening statement which you've also
7 printed out? So let's mark that first as
8 Complainant's Exhibit No. 1. And I'm including in
9 the Complainant's Exhibit No. 1 a two-page exhibit.
10 And at the top of the first page it says "Opening
11 Statement" and goes to almost the bottom of -- really
12 to the bottom of the second page. And I note that
13 I'm marking it as Complainant's Exhibit 1. If you
14 want to enter it as an exhibit, you can do it now or
15 later.

16 (EXHIBIT MARKED FOR IDENTIFICATION.)

17 EXAMINER FULLIN: And I do note that
18 you've read this into the record as well so it is
19 actually already -- this part is already in the
20 record. But I just want to kind of keep clear on
21 what's being submitted so the reason why we came to
22 that is because I want to know what we are marking as
23 Complainant Exhibit 2, which I suppose might be the
24 outline.

25 THE WITNESS: Outline the "Repair

1 Attempt."

2 EXAMINER FULLIN: How many pages are you
3 including in the outline?

4 THE WITNESS: Four.

5 EXAMINER FULLIN: So the next four pages
6 I'm marking as Complainant Exhibit No. 2. Wish I
7 would have brought a stapler. And I note that the
8 top of the exhibit says "Repair Attempt," I believe.

9 THE WITNESS: Yes.

10 EXAMINER FULLIN: And goes for four
11 pages. At the end of the four pages is the sentence
12 "Therefore, the delay is finishing the repair" --
13 "the delay in finishing the repair was not caused by
14 customer refusal to grant access; it was caused by
15 the Utility's negligence and unreasonable practices."

16 THE WITNESS: Yes.

17 EXAMINER FULLIN: Those are the four
18 pages I'm marking as Complainant's Exhibit 2.

19 THE WITNESS: Okay.

20 (EXHIBIT MARKED FOR IDENTIFICATION.)

21 EXAMINER FULLIN: Then I believe you have
22 already started telling me about a letter.

23 THE WITNESS: A letter from Cincinnati
24 Bell to me dated February 23, 2012. It should be at
25 the end of the outlines.

1 EXAMINER FULLIN: Skip ahead. I see that
2 letter. I think we should mark this two-page letter,
3 I believe?

4 THE WITNESS: Yes.

5 MR. HART: I don't see that letter in my
6 packet.

7 THE WITNESS: I'm sorry.

8 EXAMINER FULLIN: Well, if there is going
9 to be an issue whether the letter is accurate, do you
10 want to look at this one before I'm going to mark it
11 as Complainant's Exhibit 3?

12 MR. HART: Is it two pages?

13 EXAMINER FULLIN: Yeah, dated February
14 23.

15 MR. HART: What I would note I'm not sure
16 about the second page because -- do you have the
17 original there?

18 THE WITNESS: I do.

19 MR. HART: Just one second. I thought
20 whatever she would provide I would have.

21 EXAMINER FULLIN: It appears to be a
22 letter to the Complainant signed by Sue, Executive
23 Care Representative, Cincinnati Bell Telephone
24 Company. It's dated February 23, 2012.

25 (EXHIBIT MARKED FOR IDENTIFICATION.)

1 EXAMINER FULLIN: So I've marked that as
2 Complainant Exhibit No. 3, and I will give you the
3 option to either continue testifying about that or if
4 you wanted to just take some time and get all the
5 exhibits marked that we -- whichever way you think
6 would be most efficient. I mean, as you bring them
7 up, if you haven't marked them and are going to
8 introduce, we could mark them then.

9 THE WITNESS: Okay. We could do that.

10 EXAMINER FULLIN: If that's the case,
11 since you started talking about this letter I've
12 marked it as Complainant's Exhibit No. 3. The
13 envelope is there. Is it really three pages?

14 THE WITNESS: I don't know that the
15 envelope is needed.

16 EXAMINER FULLIN: I'll include -- just
17 for the record there was a copy of the envelope and
18 I'll include it, so the Complainant's Exhibit No. 3,
19 despite what I said earlier, is a three-page exhibit,
20 and the third page is a copy of the envelope.

21 THE WITNESS: Okay. So in that letter
22 Cincinnati Bell's repair -- repair department, it
23 says "Cincinnati Bell's repair department ran a test
24 on the line on 12-20-11, however, it was not
25 determined if the problem was on the inside or the

1 outside of the home." That's paragraph 2. So the
 2 questions that came to my head are, one, if the
 3 location of the problem could not be determined, why
 4 send a technician three days early when CBT is not
 5 able to reach the customer and, therefore, had access
 6 only to the outside of the home? Question two, why
 7 not wait until the scheduled appointment on 12-27-11
 8 when CBT required the customer to be present so as to
 9 provide inside access?

10 Another item in that letter "Since the
 11 test showed undetermined, a repair technician was
 12 being dispatched on 12-24-11 to replace the aerial
 13 drop." That's paragraph 3, lines 1 and 2. The
 14 questions that arose for me are doesn't dispatching a
 15 technician on 12-24-11 "since the test showed
 16 undetermined" contradict CBT's statement -- I'm
 17 sorry, 2-14-12, that would be the next exhibit which
 18 read "We are not able to repair phone line until we
 19 determine if the trouble is on the inside or the
 20 outside. We will need for someone to allow our
 21 repair technicians access to your premise." That's
 22 lines 4 and 6. That would be hopefully the next item
 23 in your packet.

24 EXAMINER FULLIN: 4 and 6 of the next
 25 letter or still --

1 THE WITNESS: I apologize. In my
2 question that arose I'm bringing up --

3 EXAMINER FULLIN: So why don't we mark
4 the --

5 THE WITNESS: -- the letter of
6 February 14.

7 EXAMINER FULLIN: -- letter of
8 February 14 as Complainant Exhibit 4. It's a
9 one-page exhibit?

10 THE WITNESS: Yes, yes.

11 (EXHIBIT MARKED FOR IDENTIFICATION.)

12 EXAMINER FULLIN: Okay.

13 THE WITNESS: Okay. So it seemed to me
14 that the statement in the 23rd contradicted the
15 statement in the 14th, that on one hand the person
16 Sue writing the letters was saying we can't fix this
17 until we determine if it's inside or outside, and on
18 the other hand they are sending someone when they
19 know they can only be outside. And then not showing
20 up for the appointment when they had access to the
21 inside.

22 So another question that came up when the
23 technician realized that the NID was located inside
24 the home and that he would, therefore, not be able to
25 complete the replacement of the aerial drop, why did

1 he continue? Why not wait until the scheduled
2 appointment on 12-27-11 when the customer was
3 available to provide inside access?

4 Question three, even if he started the
5 job on 12-24-11, he knew that finishing the
6 replacement of the aerial drop would require a return
7 visit to obtain inside access so why did he not
8 finish the job on the 27th?

9 Also in the letter of February 23, '12,
10 another quote, "No one was home for him to check for
11 a dial tone on the inside." Questions, did
12 Cincinnati Bell expect the customer to be home on
13 Christmas Eve in order to allow the technician to
14 check the dial tone on the inside, even though CBT
15 was not able to contact the customer and there was no
16 appointment scheduled that day? Number two, if the
17 technician had no way to check for a dial tone on the
18 inside and, therefore, had no way to complete the
19 job, why did he start the job? Question three, why
20 not wait until the scheduled appointment on 12-27, or
21 at least return on that day to complete the job?

22 Another quote from that letter
23 "Cincinnati Bell has attempted to contact" -- "to
24 correct any repair issues outside the home." That's
25 page 2, line 1. Comment here that's not true and the

1 next item that I submit for evidence would be this
2 diagram here. It should be the next item in the
3 packet.

4 EXAMINER FULLIN: We will mark that
5 Complainant's Exhibit 5, and it's a one-page exhibit
6 with the color pictures?

7 THE WITNESS: Yes.

8 EXAMINER FULLIN: Showing the
9 connection -- one is showing the connection in the
10 box looks clean and the below connection out of box
11 looks questionable and that's enough to identify the
12 exhibit --

13 THE WITNESS: Okay.

14 EXAMINER FULLIN: -- for the record.

15 (EXHIBIT MARKED FOR IDENTIFICATION.)

16 THE WITNESS: The CBT has refused to
17 check the connections of the wire exiting the outdoor
18 NID. This wire is the remainder of the aerial drop
19 which was supposed to be replaced. That would be --
20 in this diagram you can see that there are wires
21 coming into the NID they installed on the 24th.
22 There are also going to be wires coming out and then
23 going into the home. These wires coming out are part
24 of the original aerial drop that he was sent on the
25 24th to replace. Therefore, it was my suspicion that

1 these wires were not properly connected.

2 You can see that he cut the wire
3 obviously because it was all one wire. Now, if you
4 look at the ones that are exiting in the photo, you
5 can see that it appears there could be some
6 insulation, especially under the green side, that
7 could be interfering with the connection and that
8 could account for the lose of service completely.

9 When they came back several times to
10 look, what they did was plug something into the jack.
11 Well, we already know the wires coming in were okay.
12 You can even see in the photograph how clean that
13 connection is. The question is the connection here.
14 That -- the check of this connection was supposed to
15 occur on the 28th. It did not. What he did was plug
16 something into the jack, see that it was working, and
17 say anything beyond the NID is customer
18 responsibility.

19 EXAMINER FULLIN: When you say plug into
20 something, the jack --

21 THE WITNESS: There's a jack in this box.

22 EXAMINER FULLIN: It's not shown in the
23 picture.

24 THE WITNESS: No. I do have that
25 somewhere. I can retrieve that. I don't think it --

1 it might be in a later exhibit.

2 EXAMINER FULLIN: Well, that's okay. I
3 just -- the jack that you are talking about was a
4 jack that -- is that -- this is the NID. This is a
5 picture of --

6 THE WITNESS: Yes.

7 EXAMINER FULLIN: This is the NID inside
8 your home, not the one that was installed on the
9 outside?

10 THE WITNESS: This is the one that was
11 installed outside.

12 EXAMINER FULLIN: This is the one that is
13 installed outside. So I need to know a little bit
14 more how you put this exhibit together.

15 THE WITNESS: Okay.

16 EXAMINER FULLIN: Where did you get
17 this -- I assume the thing on the left is a diagram?

18 THE WITNESS: Yes.

19 EXAMINER FULLIN: And where did you get
20 that from to produce that?

21 THE WITNESS: I just drew it.

22 EXAMINER FULLIN: You drew it, okay.

23 THE WITNESS: Yeah.

24 EXAMINER FULLIN: And then the picture on
25 the right is actually a photograph --

1 THE WITNESS: I took a photo.

2 EXAMINER FULLIN: -- of the NID that you
3 took?

4 THE WITNESS: I opened the box and took a
5 photo.

6 EXAMINER FULLIN: Okay.

7 THE WITNESS: I do have a larger
8 picture --

9 EXAMINER FULLIN: When did you take the
10 picture, like the date or approximate date or?

11 THE WITNESS: If I had my camera here. I
12 have no idea. Probably spring, probably. Well, I
13 tell you what, the bushes have green leaves.

14 EXAMINER FULLIN: There was no bushes in
15 this picture.

16 THE WITNESS: But I would have taken --

17 EXAMINER FULLIN: A later exhibit, we
18 will get to that later.

19 THE WITNESS: But it has the same photo.

20 EXAMINER FULLIN: You know, the idea is
21 I'm trying to authenticate this photo of your -- of
22 your NID and how you went about taking the picture so
23 that I can rely on that it's a reliable shot. You
24 are showing me another exhibit. Just because you
25 place the same photo on another page with other

1 photos, you know, again, we will get to that when we
2 are identifying that page and authenticating that
3 page, but for now I'm just trying to authenticate
4 this particular picture.

5 THE WITNESS: Right.

6 EXAMINER FULLIN: So basically what you
7 have to tell me you took this photo, you probably
8 took it in the spring time, and you're saying that's
9 a picture of your -- of your -- you opened the door
10 to the NID, and this is what you took a photo of.

11 THE WITNESS: Yes. Oh, I might be able
12 to tell you. Hold on. If this is not -- it will
13 have the date.

14 It keeps trying to set me up on the
15 internet. It won't do anything else. Okay. Well, I
16 guess not.

17 EXAMINER FULLIN: You were looking for
18 maybe your computer stored the date you took the
19 photo?

20 THE WITNESS: I think, yeah.

21 EXAMINER FULLIN: But you didn't find it.
22 Okay.

23 THE WITNESS: No. If we take a break, I
24 will try to unstick my computer.

25 EXAMINER FULLIN: It's stuck, I see.

1 There will be a chance for you to look for it later
2 if it becomes important.

3 THE WITNESS: Okay. So that's the
4 situation. I believe it's in the connection here.
5 Asked them, you know, he did something on the outside
6 to create the problem so it seems like it's this
7 outside connection.

8 EXAMINER FULLIN: Now, where did you get
9 the information that the top is bringing the service
10 in?

11 THE WITNESS: Oh, you can look at the
12 box. Maybe this would be a good time to get this
13 because it has a photo -- I wasn't planning to use
14 this so I only have one copy, but if you look at it,
15 you can see the jack. Is it okay to approach you?

16 EXAMINER FULLIN: Yeah.

17 THE WITNESS: Do you want to look at this
18 while I give him the other?

19 EXAMINER FULLIN: I mean, we can go this
20 route, or if the company is willing to agree with me
21 that is -- that is the way the NID works, then we
22 don't have to authenticate the information she's got
23 about incoming and outgoing.

24 MR. HART: We are not contesting that.
25 She has testified to some other facts about the NID

1 that I think are speculation.

2 EXAMINER FULLIN: But I thought that
3 she's presenting this new picture because that's what
4 I was asking her about.

5 MR. HART: Right. I understand.

6 EXAMINER FULLIN: If there is other
7 issues that come up, maybe we'll address them then
8 but you would -- you would agree with her answers,
9 the top is the incoming and the bottom is the
10 outgoing?

11 MR. HART: Yes.

12 EXAMINER FULLIN: The photo speaks for
13 itself to the fact it is authenticated.

14 MR. HART: I don't think we will agree
15 the top is the incoming because there is actually
16 another place in the NID that's the incoming, but the
17 bottom is the outgoing, that's true, yes.

18 EXAMINER FULLIN: Okay.

19 THE WITNESS: Okay. So is this now an
20 exhibit?

21 EXAMINER FULLIN: No, I didn't mark this
22 one. Do you want to mark this as Complainant's
23 Exhibit No. 6? And you had a look at this?

24 MR. HART: I had a look of it. I don't
25 have a copy. I guess I'll look at it again later.

1 EXAMINER FULLIN: I'm marking as
2 Complainant's Exhibit No. 6 a page with four
3 photographs on it, and the bottom right-hand corner
4 is the photo that essentially looks the same as the
5 photo on the right-hand side of the Complainant's
6 Exhibit No. 5 and above that is a picture of the
7 outside of the NID. To the left of that is a -- is a
8 picture of the house showing where the NID is on the
9 house and the bottom left-hand picture seems to be a
10 picture of the phone NID with the door open showing
11 the interior so I have that marked as Complainant's
12 Exhibit No. 6. And if you need look at it, it's
13 here.

14 MR. HART: Okay.

15 (EXHIBIT MARKED FOR IDENTIFICATION.)

16 EXAMINER FULLIN: I can give it to you if
17 you need it. I am not trying to disrupt your flow.

18 THE WITNESS: No, that's okay. It's
19 okay. Okay. So I'm still in the comments at the top
20 of the outline. What this -- one exiting this extra
21 NID on the outside, it looks like the connections are
22 not sound, and a check of this wire was supposed to
23 occur on 12-28. That is why when I was speaking with
24 them on the 27th, I wasn't saying, look, my
25 appointment is today. Get out here. I can't take

1 any more time off work. It seemed reasonable that if
2 he created the problem on the outside, he could fix
3 the problem on the outside.

4 Now, I've inquired about this issue in my
5 letters of January 22, '12, February 6, and -- in
6 item 3, but Cincinnati Bell didn't respond in its
7 letter of 2-14 so I guess I would like to submit my
8 letter of January 22.

9 EXAMINER FULLIN: Okay. I see a letter
10 from you to Cincinnati Bell. It appears to be a
11 two-page letter dated January 22. I'm going to mark
12 that as Complainant's Exhibit No. 6.

13 THE NOTARY: I believe it's 7.

14 EXAMINER FULLIN: You're right. This is
15 No. 7.

16 (EXHIBIT MARKED FOR IDENTIFICATION.)

17 EXAMINER FULLIN: I really wish I had
18 something to bind these pages together. Would it be
19 agreeable to everyone if I would just run downstairs
20 and get a stapler? It won't take me long.

21 THE WITNESS: I will be coming back to
22 some of them.

23 EXAMINER FULLIN: Yeah. That's why I
24 sort of want to keep them together the way I have
25 marked them, you know, so I know there is page 4,

1 whatever. It will just be easier for me to keep
2 track of everything.

3 (Recess taken.)

4 EXAMINER FULLIN: I'm back and you can go
5 ahead.

6 THE WITNESS: 17th of March is when I
7 took the photo.

8 EXAMINER FULLIN: You took the photo
9 that's in the right-hand side of Exhibit 5 --

10 THE WITNESS: Correct.

11 EXAMINER FULLIN: -- on the 17th of
12 March? Okay. I don't know if it's going to be
13 important or not. Did you probably take the other
14 photos that are in the next exhibit at the same time?

15 THE WITNESS: I can look. I may need
16 your eyes again. So the one with the full size of
17 the house was on 3-18. All the others were on 3-17.

18 EXAMINER FULLIN: Okay. Thank you.

19 THE WITNESS: Okay. And then my letter
20 of February 6 would be also an exhibit.

21 EXAMINER FULLIN: Okay. I'm going to
22 mark that as Complainant's Exhibit No. 8.

23 THE WITNESS: 8, sorry.

24 EXAMINER FULLIN: And that looks to me to
25 be a two-page exhibit?

1 THE WITNESS: Yes, sir.

2 (EXHIBIT MARKED FOR IDENTIFICATION.)

3 THE WITNESS: So you'll notice that I
4 inquired about the issue in the letter of January 22
5 in item 6 and the letter of February 6 in item 3.
6 But in the Complainant Exhibit No. 4, Cincinnati
7 Bell's letter of February 14, the company did not
8 respond to the issue.

9 EXAMINER FULLIN: Okay.

10 THE WITNESS: Another -- after I
11 requested disconnection on February 17 -- I guess
12 would it be best to put the February 17 letter into
13 an exhibit?

14 EXAMINER FULLIN: All right. I will mark
15 that as Complainant's Exhibit No. 9. And that's a
16 two pager?

17 THE WITNESS: Yes.

18 (EXHIBIT MARKED FOR IDENTIFICATION.)

19 EXAMINER FULLIN: It's likely to come up
20 later, so maybe we can deal with that now, all of
21 these are letters that have dates on them. But as
22 far as I can see, there's no -- nothing that shows
23 that you actually mailed it so did you want to just
24 describe how you came up with these copies, or are we
25 just relying on you to say you mailed them on the

1 dates that are given or? Because the exhibit itself,
2 I mean, it shows a date, but it doesn't show a
3 postmark or something like that.

4 THE WITNESS: Oh, got you. Yeah, I
5 didn't save any of that.

6 EXAMINER FULLIN: Okay. But are you
7 testifying that you did mail each of these -- all of
8 your exhibits that are letters?

9 THE WITNESS: No, but certainly within a
10 few days so, for example, if I wrote this on a
11 Saturday morning, it wouldn't be mailed until Monday,
12 you know, or Friday. So there could be --

13 EXAMINER FULLIN: These aren't
14 necessarily dates they hit the post office but it was
15 near --

16 THE WITNESS: Correct.

17 EXAMINER FULLIN: -- near the time you
18 did mail them.

19 THE WITNESS: Within a few days.

20 EXAMINER FULLIN: You are testifying in
21 each of these letters you did mail to the company
22 approximately the time they show.

23 THE WITNESS: Yes. I would say a maximum
24 of three days and that would be if it was written on
25 a Friday night and then you would have Saturday,

1 Sunday, Monday as the postmark.

2 EXAMINER FULLIN: Okay.

3 THE WITNESS: But --

4 EXAMINER FULLIN: I'm just trying to
5 anticipate. Maybe they have got copies of these
6 letters. Maybe they are going to dispute it. I have
7 already started to get it on the record what it is
8 you are saying.

9 THE WITNESS: That's fine. I am not
10 realizing what needs to be proven, things that I take
11 for granted.

12 EXAMINER FULLIN: It may not be an issue
13 but just.

14 THE WITNESS: No, that's fine. I
15 understand the process. Okay. So after I requested
16 disconnection in this letter of February 17,
17 Cincinnati Bell finally responded by stating "A visit
18 was scheduled for 12-28. Another call was made to
19 the residence advising that we were sending a
20 technician. A technician went out and again no one
21 was home to let him in."

22 EXAMINER FULLIN: This is the response?

23 THE WITNESS: This is their response.

24 EXAMINER FULLIN: Where was that? Is it
25 in one of these exhibits already, one of their

1 letters that we have already marked?

2 THE WITNESS: Oh, probably the -- good
3 point.

4 EXAMINER FULLIN: You say they responded.

5 THE WITNESS: Let's see, they would have
6 sent me a letter.

7 EXAMINER FULLIN: Proof they responded
8 that way.

9 THE WITNESS: Probably on the 23rd.

10 EXAMINER FULLIN: So their February of --
11 February 23 that we marked as Complainant's Exhibit
12 3?

13 THE WITNESS: I'm looking. I don't see
14 it. I'm sorry. I didn't write down where that was.
15 The next letter, this is April 18. I know I sent one
16 on the 29th as well which may -- I apologize. I
17 didn't realize I missed that one. February 18.

18 EXAMINER FULLIN: If you want to look for
19 it later, we can do it that way.

20 THE WITNESS: I will look for it later.

21 EXAMINER FULLIN: Let me look. I'm
22 starting to look at some of this. I sort of see how
23 you have this organized and how you are presenting it
24 which I didn't know initially. And just tell me if
25 I'm wrong about this but it looks kind of like what

1 you decided to do was outline various portions of the
2 various topics that you are going to address, the
3 first of which was all the things that are covered
4 under repair attempt, and so you are really kind of
5 walking through the outline, providing testimony as
6 you go, which will count as your testimony, but also
7 you are going to submit this as an exhibit to kind of
8 help me follow along with the testimony? Help us as
9 we go here today and if it's entered as an exhibit,
10 it will be available in the record as we review the
11 transcript?

12 THE WITNESS: Correct.

13 EXAMINER FULLIN: And the same -- so as I
14 understand it, the upcoming topics must be hit on a
15 similar fashion, network interface device.

16 THE WITNESS: Yes.

17 EXAMINER FULLIN: I don't know the order
18 of these because I've already separated them out and
19 request to reference Zoomtown service call and
20 disconnection? I mean, those are two different ones?

21 THE WITNESS: Uh-huh.

22 EXAMINER FULLIN: Again, I'm just trying
23 to get an idea. If I know what we are doing with all
24 these papers, it will help me. Sort of figured it
25 out and just confirming.

1 THE WITNESS: Yes.

2 EXAMINER FULLIN: Is that kind of what we
3 are doing?

4 THE WITNESS: Yes.

5 EXAMINER FULLIN: As we go through those,
6 to the extent you have letters or other documents
7 that help document what it is you are trying to
8 establish, then as we are doing here, we'll go
9 through those and mark -- mark those and you'll get
10 the chance to try to introduce them as exhibits.

11 THE WITNESS: Okay.

12 EXAMINER FULLIN: I have marked these as
13 exhibits. They won't be admitted until later when
14 you move to. If you move to make them exhibits, I
15 will ask him if he has objections. He can let me
16 know, and then I will make a ruling whether I'm going
17 to include them as evidence or not.

18 THE WITNESS: Okay.

19 EXAMINER FULLIN: So that's just helping
20 me understand where you are going and you can
21 understand the nature of my questions and how -- so
22 far.

23 THE WITNESS: Okay. I was thinking it
24 would be in the 23rd letter unless she sent me one
25 shortly after that which should show up here.

1 EXAMINER FULLIN: I can say that, you
2 know, even if I don't have the document, you've
3 already testified that that's what they told me so at
4 least we have that's your -- that's your sworn
5 statement you've given today so we have that. And,
6 again, to the extent you want to and have the ability
7 to document that with a letter, you could do that.
8 I'll give you a chance to do that later on, if you
9 want. We don't have to take up a lot of time with
10 that now unless it's very important to you.

11 THE WITNESS: I apologize.

12 EXAMINER FULLIN: It's in answer to my
13 question so and I was just trying to --

14 THE WITNESS: Clarify.

15 EXAMINER FULLIN: Yeah, okay.

16 THE WITNESS: So the questions that arose
17 in my head was it a reasonable practice to call the
18 residence when Cincinnati Bell knew there was no
19 phone service at the residence due to Cincinnati
20 Bell's actions on the 24th?

21 MR. HART: I'm going to object a little
22 bit. I have let these go quite a ways but these
23 issues of what questions were raised in her mind
24 really aren't factual testimony. This is argument
25 and --

1 THE WITNESS: It is and yet -- oh, I'm
2 sorry.

3 EXAMINER FULLIN: You can -- you can
4 respond to me in terms of why you think it should be
5 allowed in.

6 THE WITNESS: Well, one of -- one of
7 Cincinnati Bell's major points is in their perception
8 I've been unreasonable because I haven't let them
9 come back to do more work. And my point is with all
10 of this that's going on, I have a lot of questions
11 that I need answers to before I feel comfortable.
12 They came at a time that wasn't scheduled. They did
13 something that made the problem worse. When I tried
14 to communicate with them by phone, that wasn't
15 working. What was agreed to happen on the 20th
16 didn't. I haven't gotten answers as to what has
17 happened. And so I'm pointing out that in my mind,
18 hold on, you know, if somebody comes in and, I don't
19 know, builds you a new deck and something is wrong,
20 you are not going to let them continue until they
21 answer to what's happened already. That's what I'm
22 establishing.

23 EXAMINER FULLIN: Well, at this point I'm
24 inclined to allow the way that you proceeded in terms
25 of addressing what your questions were at the time.

1 And so I'll allow that, but I would point out just
2 because you had a question and you tell us here today
3 that you had a question doesn't mean that you asked
4 the question of Cincinnati Bell and that they
5 answered in some way. But I'm going to allow it.

6 You know, and it doesn't -- so in that
7 sense it doesn't necessarily prove a fact. It just
8 proves you had a question at that time, but I'm going
9 to allow that and admit it in terms of presenting
10 that, that these points in time you had these
11 questions.

12 THE WITNESS: No. I'm hoping to show
13 where with my letters that I did ask many of these
14 questions.

15 EXAMINER FULLIN: Okay. That's fine. I
16 wouldn't expect you would but that's why I'm allowing
17 it at this point as you are presenting as just
18 questions you had at the time.

19 THE WITNESS: Also I want to help them
20 understand where I was coming from. Okay. So is it
21 a fair trade practice to say "again no one was home
22 to let him in" seeming to imply customer negligence?
23 The customer was home during the scheduled
24 appointment on 12-27. The dates the customer was not
25 home include 12-24-11 when she didn't know CBT was

1 there and 12-28-11 when CBT knew she was not
2 available.

3 Three, was it reasonable to instruct the
4 customer to "call our repair department" when CBT had
5 already been advised on multiple occasions that she
6 had no personal phone service? Or why didn't the
7 technician check the connections of the wire exiting
8 the NID installed on the 24th as discussed on the
9 27th?

10 Now, in the letter, the next exhibit,
11 would be Cincinnati Bell's letter of April 18.

12 EXAMINER FULLIN: Okay. Marking that as
13 Complainant's Exhibit No. 10. And that is two pages?

14 THE WITNESS: Two pages.

15 (EXHIBIT MARKED FOR IDENTIFICATION.)

16 THE WITNESS: Are we ready?

17 EXAMINER FULLIN: Yes.

18 THE WITNESS: I'm sorry?

19 EXAMINER FULLIN: That's okay.

20 THE WITNESS: In paragraph 2 "CBT has
21 made multiple tests and trips to your home to verify
22 the service" -- "service to the NID is working
23 properly. CBT is responsible for providing service
24 to the NID. Service beyond the NID is considered
25 inside wire and is the responsibility of the property

1 owner. While you state that you have not had service
2 since December 24, 2011, CBT's tests have indicated
3 service is working to the NID. CBT can test an
4 inside wire but access to the home is needed to do
5 this. As you have documented, you have not provided
6 inside access since the NID was installed." Now,
7 remember, the wire exiting the new NID is original
8 aerial drop wire, part of the wire that was supposed
9 to be replaced on 12-24.

10 EXAMINER FULLIN: So when you say it's
11 original, you mean it's new as of the date of that
12 repair on the 24th?

13 THE WITNESS: Well, what I am saying the
14 aerial drop wire came down the house. When the guy
15 came on the 24th and put an NID in, this second half
16 of that aerial drop --

17 EXAMINER FULLIN: That goes into the
18 inside.

19 THE WITNESS: That goes into the house
20 part of the aerial drop because the NID was inside
21 the house so he never finished replacing the aerial
22 drop because he didn't bother to show up on the 27th.
23 Now, Cincinnati is now saying that's my
24 responsibility even though it's part of the aerial
25 drop. So is that a fair trade practice? You know,

1 coming and replacing only part of a wire that
2 Cincinnati Bell has already determined was faulty and
3 then by replacing -- or by putting in the new NID
4 instead of going to the original one saying now that
5 the remainder of that faulty aerial drop wire is now
6 up to the customer to pay for.

7 And I had not documented that I had not
8 provided inside access. In fact, I did provide
9 inside access after 12-24. I provided inside access
10 on the 27th when we had our scheduled appointment so
11 that was completely untrue.

12 Paragraph 3 of that same letter "Because
13 inside wire is the customer's responsibility, service
14 credits are typically not warranted if service
15 trouble is caused by inside wire." Now, Cincinnati
16 Bell is attempting there to transfer the
17 responsibility for that remaining aerial drop portion
18 and that way they can get away with not giving
19 credits for the time the service was in need of
20 repair.

21 They can also say, you know, this -- that
22 they can continue to charge full services after that
23 repair attempt because according to them service to
24 the NID was working. The problem is the service to
25 the NID they put in, not the NID that was there when

1 the repair was scheduled, is working.

2 I'll now move to -- oh, I did include
3 copies of bills to show that they did continue to
4 charge full service fees and by trying to transfer
5 responsibility of the final aerial drop to me and
6 then saying that part is your responsibility, they
7 then continued to charge for services and those are
8 the next three pieces of paper.

9 EXAMINER FULLIN: So what I see is three
10 different bills, first one invoice date 1-8-2012,
11 second one 2-8-2012 and a third one 3-8-2012. Shall
12 we mark all three of those together?

13 THE WITNESS: That's a good idea.

14 MR. HART: I don't see those in my
15 packet.

16 THE WITNESS: No. I'm sorry. I assumed
17 you guys would have the stuff.

18 MR. HART: Well, I don't know what you
19 are going to make an exhibit.

20 EXAMINER FULLIN: I'm the one that's
21 turning these into exhibits, but I think that's
22 probably what you had in mind since you are
23 presenting them to me. So, you know, you didn't know
24 any better, but the fact is if you are bringing
25 something as an exhibit, you are supposed to share

1 with the other side and with the Bench, and it would
2 be helpful if you would have brought an extra copy
3 for the court reporter.

4 THE WITNESS: I did.

5 EXAMINER FULLIN: Okay. Then --

6 THE WITNESS: I just thought --

7 EXAMINER FULLIN: They may have it, but
8 they don't have it as your exhibit, so if you are
9 presenting it as an exhibit, that's when you should
10 produce it so that they can look at their records and
11 see whether their records match what you are
12 presenting for one thing. You may be presenting
13 their records, and they need to be able to see it
14 before they can figure out that you altered it in
15 some way. Not that you did but that's why.

16 THE WITNESS: See, those are things I am
17 not thinking about. Do you guys want to look at
18 those?

19 EXAMINER FULLIN: No. 11. Any of these
20 exhibits that she didn't provide and you need to see
21 again, just let us know.

22 (EXHIBIT MARKED FOR IDENTIFICATION.)

23 MR. HART: Sure.

24 THE WITNESS: I would like to present for
25 exhibit next item which is Mr. Hart's answer dated

1 7-23-12.

2 EXAMINER FULLIN: What I see is only the
3 first page of the answer.

4 THE WITNESS: Yeah. I only included the
5 pages that were -- I was going to reference.

6 EXAMINER FULLIN: Okay. So --

7 MR. HART: I don't know -- I don't know
8 that it's appropriate to make a pleading an exhibit.

9 EXAMINER FULLIN: It's already in the
10 record, but I don't know that it's -- I don't know
11 that it's evidence. It hasn't come up in other
12 cases.

13 MR. HART: She could refer to it, but I
14 don't think it should be an exhibit, I don't believe.

15 EXAMINER FULLIN: I think that I'll take
16 administrative notice of the answer. It's already
17 part of the record. You can make any references to
18 it. We can look at the answer that's in the record
19 and compare it to what you're saying about it rather
20 than have you introduce it as an exhibit. So I
21 appreciate why you brought it but I don't think we
22 need to mark it or identify it or admit it as an
23 exhibit but on the other hand anything that you want
24 to say about the answer and what's in it, you can --
25 you can do.

1 THE WITNESS: Okay. Would it be
2 reasonable to submit as an exhibit the Public
3 Utilities Commission's letter of May 22?

4 EXAMINER FULLIN: Yes. I don't think
5 that's part of the record in this case.

6 THE WITNESS: You should have that.

7 MR. HART: I don't know what letter you
8 are referring to.

9 MR. WILHELM: I've never received any
10 letter from the PUCO.

11 EXAMINER FULLIN: I'm sort of tempted to
12 at least suggest that since I'm walking through all
13 these exhibits marking them maybe I could provide
14 the -- my copies of these exhibits to the court
15 reporter at the conclusion of the hearing, and you
16 could work from the copies that she provided to the
17 court reporter. That way you would have all the
18 exhibits. Would that present a problem to you, court
19 reporter, if we need it?

20 THE NOTARY: As long as I have a set when
21 I leave.

22 MR. HART: We've never seen this before.

23 EXAMINER FULLIN: Yeah. Well, maybe -- I
24 don't know how it works. Maybe you weren't provided
25 a copy at the time it was sent. What about my

1 suggestion that you trade -- I will provide the
2 exhibits to the court reporter at the end of today's
3 hearing and you can work from her compilation of
4 documents so you would have -- you wouldn't run into
5 this problem where there would be exhibits that
6 weren't provided to you?

7 MR. HART: That's fine. I'm just saying
8 she's presuming we have seen a lot of things and this
9 is a document the company never received. It's
10 between her and the Commission investigator
11 apparently. The alternative would be to make copies
12 at some point while we're here, and we can look at
13 the same thing at the same time.

14 EXAMINER FULLIN: Right. In order to do
15 that it seems to me like she provided a full copy to
16 me and to the court reporter and not to you, so I'm
17 suggesting that the court reporter hand over her
18 copies to you so you have everything.

19 MR. HART: Okay.

20 EXAMINER FULLIN: Might save a little bit
21 of time and will be there when she goes to mention
22 them and then I'll provide the exhibits that I've
23 marked at the end of the hearing.

24 MR. HART: That's fine.

25 EXAMINER FULLIN: She'll keep them with

1 the record and chances are I won't be referring to
2 them until I get the transcript. If you want to do
3 that now, then they would have the documents.

4 I'm going to mark the letter that you
5 were talking about, that comes from the Commission to
6 you dated May 22 as a two-page letter, I will mark
7 that as Complainant's No. 12.

8 (EXHIBIT MARKED FOR IDENTIFICATION.)

9 EXAMINER FULLIN: And you can continue.
10 I'm a little bit curious, the next thing I see in my
11 pile that we are working from is a page 2 and 3. I
12 imagine that's part of the answer?

13 THE WITNESS: Yes. That's --

14 EXAMINER FULLIN: So I'm putting with the
15 page 1 of the answer which I haven't marked, we
16 haven't marked it as an exhibit, but just keeping
17 that together. Okay.

18 THE WITNESS: Okay. So moving to
19 referring to the answer of July 23, 2012, page 1,
20 item 1, lines 2 through 6, "CBT scheduled a repair
21 appointment for December 27, 2011. Because CBT had a
22 technician available earlier and reasonably believed
23 that the repair could be made from outside the home,
24 a technician replaced the aerial drop and installed a
25 new NID on the outside of the house" --

1 EXAMINER FULLIN: Are you reading it from
2 the answer are you saying?

3 THE WITNESS: I quoted it.

4 EXAMINER FULLIN: Oh, you are quoting it.

5 THE WITNESS: I quoted in the outline.

6 EXAMINER FULLIN: So you are reading from
7 your outline.

8 THE WITNESS: Right, but it's a quote.

9 EXAMINER FULLIN: I'm looking at at least
10 your copy of the answer, and I don't see where you
11 are referencing in the answer.

12 THE WITNESS: Do you have page 1 of the
13 answer?

14 EXAMINER FULLIN: Yeah.

15 THE WITNESS: Okay. The very -- well,
16 the first paragraph is an introduction. Then you
17 have item 1.

18 EXAMINER FULLIN: Okay.

19 THE WITNESS: It's lines 2 through 6.

20 EXAMINER FULLIN: 2 through 6 of that
21 paragraph.

22 THE WITNESS: Beginning at the very --
23 almost very beginning of the second line, it says
24 "CBT," that's where I started.

25 EXAMINER FULLIN: "CBT admits reporting

1 trouble" --

2 THE WITNESS: I think that's -- oh,
3 actually, no. It's the --

4 EXAMINER FULLIN: "CBT scheduled a repair
5 appointment," second half --

6 THE WITNESS: There it is, second CBT,
7 correct.

8 EXAMINER FULLIN: I want to -- you said
9 you were --

10 THE WITNESS: End of line 2.

11 EXAMINER FULLIN: You were reading from
12 the answer. I couldn't see where it was. I was just
13 trying to get it clear so when I read the transcript,
14 I can see where you are talking about.

15 THE WITNESS: I also reference it.

16 EXAMINER FULLIN: That may or may not
17 come in later.

18 THE WITNESS: Okay.

19 EXAMINER FULLIN: So I wanted to -- but
20 it is in the answer. You said it's in the answer so
21 I want to be able to look at the answer and find it.
22 Okay. Thank you.

23 THE WITNESS: "Placed the aerial drop.
24 Service was working up to the new NID at that time."
25 So how is it that CBT now claims to have "reasonably

1 believed that the repair could be made from outside
 2 the home" when on February 14, 2012, which is Exhibit
 3 4, CBT had already stated, "We are not able to repair
 4 phone line until we determine if the trouble is on
 5 the inside or the outside. We will need for someone
 6 to allow our repair technicians access to your
 7 premise." That's in lines 4 through 6. Is it a fair
 8 and nondeceptive trade practice to give contradictory
 9 explanations based on whatever is convenient at the
 10 time? Is it fair and -- is it a fair and
 11 nondeceptive trade practice to claim CBT "replaced
 12 the aerial drop" when, in fact, CBT avoided replacing
 13 a portion of the faulty aerial drop by: One,
 14 installing an unnecessary NID; two, claiming the
 15 remaining portion is the responsibility of the
 16 customer; and, three, avoiding the opportunity to
 17 finish replacing that remaining portion by neglecting
 18 to keep the scheduled appointment. Three, if the
 19 repair technician believed that --

20 MR. HART: Your Honor, I'm going to
 21 object to this again because these aren't even
 22 questions she had at the time. These are just
 23 arguments she is making now. If we can just get
 24 through the facts, I think this will go much quicker
 25 than making all the arguments in the world during the

1 testimony.

2 EXAMINER FULLIN: Well, you know, I do
3 think that the -- that there is a chance for you to
4 make your arguments when we have closing statements
5 or we can talk about whether you want to submit
6 briefs in the case that gives the arguments but the
7 real -- the real point of the hearing is to bring out
8 the facts and that after we have -- so we are hoping
9 that's what you are really focused on for bringing in
10 your testimony is. I'm explaining to you kind of
11 what his objection is about and how I'm viewing it
12 because it's true that what we need here today at the
13 hearing is the facts. Then you can make your
14 arguments about what the facts show.

15 So it does seem like you are spending
16 some time giving me the arguments which, again, at
17 some point you are allowed to give me the arguments,
18 but at this point your testimony should be about what
19 the facts are, and then you make arguments based on
20 what it is you've shown me in terms of the facts.

21 THE WITNESS: Oh, okay.

22 EXAMINER FULLIN: What's the -- is the
23 fact the part that you are saying that -- what it
24 says in the letters?

25 THE WITNESS: The fact would be that in

1 the answers dated July 23 that that answer
2 contradicts what was previously said on February 14.

3 EXAMINER FULLIN: Okay.

4 THE WITNESS: Another fact --

5 EXAMINER FULLIN: You know, on another
6 level I want to understand why it's a problem if she
7 does bring out arguments and facts together, if it
8 doesn't really add a lot of delay to the case. I'm
9 interested to hearing what her arguments are and I'm
10 interested to hear what the facts are. When I get
11 a -- make the decision or write the decision for the
12 Commission, I'm interested in hearing both and if
13 it's not -- so I'm trying to understand why it would
14 be problematic if she sort of presents it the way she
15 has presented being both.

16 MR. HART: Well, I think we are wasting a
17 lot of time because this isn't really testimony. It
18 is argument. And it's not this is what happened.
19 She could say I got the letter, and the letter speaks
20 for itself. We don't have to parse every sentence
21 and argue what it means or doesn't mean or why it's
22 consistent with something else.

23 I mean, we just lay out the facts, and
24 she can make all these arguments when we're done, and
25 I'm just trying to speed things up is all.

1 EXAMINER FULLIN: Well, do you have any
2 idea the way things are going, me interrupting as
3 much as I have, how long you expect it would take you
4 to present everything that you've got?

5 THE WITNESS: Well, no. But, I mean, if
6 I present it facts first and argument later, it's
7 going to be a lot more disjointed. I will have to go
8 back and repeat what the fact was.

9 EXAMINER FULLIN: But, I mean --

10 THE WITNESS: I think it's going to add
11 time.

12 EXAMINER FULLIN: It looks like you have
13 got, I think, four sections of your case, and we are
14 still on the first section. I think I would just
15 sort of -- again, I'm not really troubled by the
16 amount of time it's taking. I expect that we are
17 going to be able to get done today. And even if we
18 wouldn't, would the parties be able to come back
19 another day if we needed to?

20 MR. HART: Certainly but I'm trying to
21 avoid that but let's just proceed.

22 EXAMINER FULLIN: I think it's avoidable.
23 I would guess that given the way we are going where
24 she is presenting facts and arguments at the same
25 time which in the long run I'm sort of interested in

1 seeing it and seeing what it is she's -- what her
2 case is, from her point of view, I think it's going
3 to be helpful to sort of see the facts and how she's
4 interpreting the facts together there so I sort of
5 would allow her to just continue this way and, you
6 know, I am not a real stickler for getting done in a
7 hearing fast, especially with someone that is not an
8 attorney that doesn't -- never had any experience
9 with putting together a case and separating the facts
10 from the arguments.

11 I would just sort of like to let her go
12 with how she has organized and hear from her that
13 way. I think that would be efficient, and in the
14 long run I'm interested in hearing both of them
15 anyway. I'm going to allow you to keep going the way
16 you are going.

17 THE WITNESS: Okay. I don't remember
18 where I stopped. I did the first one about
19 contradictory explanations. And then I pointed out
20 that the aerial drop was not fully replaced, that
21 Cincinnati Bell installed an extra NID and then
22 claimed the remaining portion of the aerial drop is
23 the responsibility of the customer and then avoided
24 the opportunity to finish replacing that by not
25 keeping the appointment on the 27th.

1 If the repair technician believed that
2 replacing only a portion of the aerial drop on 12-24
3 was sufficient and that it was reasonable to cancel
4 the appointment on 12-27, why didn't he leave notice
5 on the door telling the customer about the
6 cancellation so the customer would not be waiting for
7 someone who wasn't going to show up?

8 Since the technician determined the
9 aerial drop was faulty and since he clearly knew that
10 the existing NID had to be inside the home, how could
11 he reasonably believe that he could finish the job
12 without inside access? He needed to replace the
13 remainder of the faulty aerial drop as documented by
14 the Commission letter of 5-22-12, paragraph 4, which
15 in that I quote "because he was unable to confirm if
16 service was working inside your home, it would be
17 company policy for the technician to leave a no
18 access card that instructed you to contact them and
19 make arrangements for access." No such card was
20 left.

21 Ironically, I had already made
22 arrangements to provide inside access. That was the
23 12-27 appointment which CBT scheduled but neglected
24 to keep.

25 EXAMINER FULLIN: And you made reference

1 to a 5-22 letter?

2 THE WITNESS: Letter, yes.

3 EXAMINER FULLIN: We don't have that yet.

4 THE WITNESS: I thought we had put that
5 as No. 12.

6 EXAMINER FULLIN: That's No. 12? No. 12
7 is the letter from the Commission.

8 THE WITNESS: Right, on 5-22.

9 EXAMINER FULLIN: You are referencing the
10 Commission's letter?

11 THE WITNESS: It says as documented by
12 the Commission.

13 EXAMINER FULLIN: I misunderstood. Fine.

14 THE WITNESS: Also in Mr. Hart's answer,
15 this would be item 7, so that's going to be on that
16 second page. "CBT denies that it has transferred
17 responsibility to Glendening for the portion of the
18 drop wire leading to the original NID inside her
19 house. Glendening has denied CBT access to that
20 portion of the drop wire and has prevented it from
21 diagnosing any problem with that wire or repairing
22 it." Doesn't this statement directly contradict the
23 above statement that "CBT has made multiple tests and
24 trips to your home to verify service to the NID is
25 working properly. CBT is responsible for providing

1 service to the NID. Service beyond the NID is
 2 considered inside wire and is the responsibility of
 3 the property owner." That was in the letter dated
 4 April 18 which was Complainant's Exhibit No. 10. Is
 5 it a fair -- fair trade practice to lie by claiming
 6 that I have denied CBT access? I did provide access
 7 to that portion of the drop wire, and I did grant CBT
 8 the opportunity to diagnose any problem with it
 9 and/or repair it. I did so on 12-27-11 during the
 10 appointment time dictated specifically by CBT. If
 11 CBT had not changed that appointment to 12-24 without
 12 contacting me or if CBT had shown up to finish the
 13 job on 12-27, CBT would have had inside access as
 14 planned by CBT.

15 Now, it is back to the answer, answer to
 16 formal complaint, this is item 11, lines 4 through 6,
 17 so that's going to be on the third page "CBT has the
 18 right to establish the demarcation point at
 19 Glendening's home at the new NID and to maintain
 20 service only to that point." Does this statement not
 21 directly contradict the one in the previous item in
 22 which CBT denies transferring responsibility? If the
 23 Utility does have the right to change the demarcation
 24 point without revealing just cause for said act, then
 25 why have I not been provided with documentation of

1 this right?

2 And to close that outline CBT argues that
 3 I have acted unreasonably by not scheduling another
 4 appointment for the job to be finished. Yet given
 5 the above experiences, it seems reasonable for
 6 customer to seek answers to her questions prior to
 7 scheduling another repair appointment. CBT is
 8 negligent in: One, leaving the repair job
 9 unfinished; and, two, failing to complete the job
 10 during the established appointment which CBT
 11 scheduled. CBT refuses to address -- address the
 12 significance of the missed appointment. What is
 13 unreasonable is requiring a customer's presence for
 14 repair, then showing up when the customer isn't home
 15 and failing to complete the repair and then failing
 16 to leave a no access card or to show up for CBT's
 17 scheduled appointment. Without providing an
 18 explanation or taking responsibility for its actions,
 19 CBT expects the customer to make whatever sacrifices
 20 are necessary to be available yet again. As
 21 documented by the Commission, letter of May 22, 2012,
 22 paragraph 4, "It does not explain why the appointment
 23 was moved from December 27, 2011, or why it was not
 24 kept." Cincinnati Bell responded neither to the
 25 customer's inquiries nor to the Commission's

1 directives. That is unreasonable, plus it appears to
2 violate Ohio Revised Code 4927.20. Therefore, the
3 delay in finishing the repair was not caused by
4 customer refusal to grant access; it was caused by
5 the Utility's negligence and unreasonable practices.

6 The next section has to do with the
7 network interface device.

8 EXAMINER FULLIN: Network interface
9 device, okay. Since I have marked the first outline
10 as Exhibit 2 I guess I'll mark the network interface
11 outline as Complainant's Exhibit No. 13.

12 THE WITNESS: Okay.

13 (EXHIBIT MARKED FOR IDENTIFICATION.)

14 EXAMINER FULLIN: I will note that it is
15 two pages.

16 THE WITNESS: It's two pages. We've
17 already submitted the letter of January 22,
18 February 6, the letter of February 17, Cincinnati
19 Bell's letter -- no, this is mine so I would like to
20 submit my letter of February 23 which is one, two,
21 three -- one, two, three, four, five, it's five pages
22 which includes a cover page and an attachment of four
23 pages and that attachment is dated February 21.

24 EXAMINER FULLIN: Okay. So the first
25 page is dated February 23. It's a short cover page

1 and then -- then the attachment is the next four
2 pages?

3 THE WITNESS: Yes.

4 EXAMINER FULLIN: Which is a letter dated
5 February 21, "Dear PUCO Representative," and signed
6 by you on the last page.

7 THE WITNESS: Right.

8 EXAMINER FULLIN: Together all those will
9 be marked as Complainant's Exhibit No. 14.

10 (EXHIBIT MARKED FOR IDENTIFICATION.)

11 MR. HART: Bear with me one second
12 because I don't know if I have that or not. All
13 right.

14 THE WITNESS: And then there's also my
15 letter dated March 13.

16 EXAMINER FULLIN: Okay. The next thing I
17 see in the pile is a one-page letter --

18 THE WITNESS: One page.

19 EXAMINER FULLIN: "Dear Sue," from you
20 dated March 13, I'll mark that as Complainant's
21 Exhibit No. 15. Okay.

22 (EXHIBIT MARKED FOR IDENTIFICATION.)

23 THE WITNESS: And there is Cincinnati
24 Bell's letter to me which is dated March 22. That
25 has also the envelope because it is postmarked --

1 although it's dated March 22, postmarked the 26th and
2 27th.

3 EXAMINER FULLIN: So that's a three-page
4 exhibit, consists of a two-page letter plus a copy of
5 the envelope.

6 THE WITNESS: Correct.

7 EXAMINER FULLIN: Marking that as
8 Complainant's No. 16.

9 (EXHIBIT MARKED FOR IDENTIFICATION.)

10 THE WITNESS: And, let's see, okay.

11 MR. HART: I'm sorry. What was Exhibit
12 16 again?

13 EXAMINER FULLIN: It's a letter from
14 Cincinnati Bell dated March 22.

15 MR. HART: Okay. Thank you.

16 EXAMINER FULLIN: Including the envelope,
17 copy of the envelope.

18 THE WITNESS: Okay. So not only did I
19 have a need for what I have already mentioned to be
20 addressed and I wasn't getting answers, Cincinnati
21 Bell's behavior is also elusive regarding the reasons
22 for installing that NID. It took five consecutive
23 letters in which I discuss the issue before
24 Cincinnati Bell even responded. I have itemized
25 those letters January 2, item 7; February 6, item 5;

1 February 17, page 1, paragraph 3, lines 8 and 9;
 2 February 23, page 3 of the attachment, item 6, and
 3 page 4 of the attachment item 7; and my letter of
 4 March 13, paragraph 1. Is it reasonable to expect a
 5 customer to write five letters before addressing the
 6 concern raised in those letters when the Utility
 7 refuses to respond to customer concerns, is it
 8 reasonable to accuse the customer of causing delay?

9 And when Cincinnati Bell finally did
 10 respond, the explanation included false information.
 11 CBT states that the NID was installed within
 12 regulations. The letter reads "The Network Interface
 13 is to be located, in most cases, 12 inches inside the
 14 customer's premises. When following the 12-inch rule
 15 is not possible, due to physical limitations, the
 16 Network Interface will be located within a point of
 17 reasonableness." That was in their letter of
 18 March 22 which, okay, we just did as Complainant's
 19 Exhibit No. 16.

20 EXAMINER FULLIN: Yes.

21 THE WITNESS: Paragraph 3, lines 1
 22 through 4. You see that she's identified that
 23 regulation. But the comment is had the technician
 24 shown up for the appointment which the Utility
 25 scheduled on 12-27-11, he could have followed the

1 12-inch rule. There wasn't -- there is an existing
2 NID inside, therefore, there was no reason to install
3 an extra NID on the outside wall. Thus, the
4 applicable regulation was not followed.

5 Throughout this process I have expressed
6 serious concerns about the installation of the extra
7 NID, to which CBT has shown blatant insensitivity.
8 One, there are security concerns. The box contains
9 an easily accessible phone jack and nothing to
10 prevent someone from using my service without my
11 awareness. This could include vandals, drug dealers,
12 stalkers, and even perpetrators of terror or
13 violence. Perhaps CBT has never been victimized
14 through such behaviors. I have; many of my patients
15 and clients have. The concern is realistic. Excuse
16 me. This is especially true since the house next
17 door has been empty for years and has been
18 vandalized. Though a hasp on the side of the box
19 would allow for a small lock which CBT will not
20 provide even an expensive lock of such small size
21 could be cut with a strong set of metal cutters.
22 Plus, the lock would rust and need periodic
23 replacement.

24 The installation involved drilling holes
25 through my vinyl siding and into the wall of my home,

1 creating a potential water problem, especially over
 2 time. The holes were drilled in a wall which angles
 3 slightly upward, on the southwest side of the house.
 4 This is the worst location for vulnerability to
 5 weather. Although the screws are tight, water can
 6 seep through those holes, as they compromise the
 7 surface integrity of the wall. The holes need to be
 8 plugged with weatherproof caulk, which requires
 9 maintenance. I would not have consented to this
 10 arrangement, as it creates permanent damage to the
 11 wall and will require extra work on the part of the
 12 customer.

13 Question, even if Cincinnati Bell's lack
 14 of concern for public welfare doesn't violate any
 15 laws, is it reasonable to accuse the customer of
 16 causing delay when the Utility refuses to respond to
 17 serious concerns repeatedly raised by the customer?
 18 Again, it took over five letters to get -- took five
 19 letters to get a response.

20 The Public Utilities Commission
 21 "instructed the company to return to your home to
 22 confirm why a second NID was installed." That's in
 23 the letter of May 22, page 2, lines 3 and 4. The
 24 Utility lied in its response of May 18, 2012, denying
 25 the existence of a second NID which is referenced in

1 the Commission's letter to me dated 5-22-12 on page
 2 2, lines 4 and 5. CBT knew there were two NIDs.
 3 Obviously, the CBT's technician was aware he was
 4 installing a new NID rather than replacing an
 5 existing one. He had to know there was already an
 6 existing one. And I addressed the issue in multiple
 7 letters, most intensively in my letter of March 13,
 8 2012, paragraphs 1 and 3.

9 So is it unreasonable to consider lying
 10 to the customer and to the Public Utilities
 11 Commission an unfair and deceptive trade practice?
 12 Does it not also violate Ohio Revised Code 4927.20?
 13 If Cincinnati Bell somehow claims a lack of
 14 awareness, would such a claim reflect reasonable
 15 practices or professional negligent? He had to know
 16 there was a second NID when he didn't see one already
 17 on the outside.

18 CBT has never complied with the above
 19 quoted directive to "confirm why a second NID was
 20 installed." The Utility simply repeats its claim
 21 that the installation is in accordance with
 22 regulations, without verifying any necessity of the
 23 installation. While an outdoor NID affords CBT more
 24 convenience, that doesn't make it necessary. Despite
 25 CBT's claims to the contrary, the Utility did have

1 access to the inside of the premises 12-27-11.

2 Therefore, if the existing NID does, in fact, need
3 replacement, CBT had the opportunity to maintain the
4 existing system rather than to impose material
5 changes without notice which adversely affect the
6 customer.

7 Regarding the installation of the extra
8 NID, I asked CBT to identify the applicable
9 regulation and its source, that I did in my
10 interrogatories which should be the next item page --
11 first page of the interrogatories, the next item.

12 EXAMINER FULLIN: Is there one page or
13 two pages?

14 THE WITNESS: No, two pages.

15 EXAMINER FULLIN: Do you want that marked
16 as an exhibit?

17 THE WITNESS: Yes, please.

18 EXAMINER FULLIN: Mark that as
19 Complainant's Exhibit No. 17, two-page exhibit.
20 After the caption, it says "Interrogatories and
21 Requests For Production of Documents Directed to
22 Respondent by Complainant. And that's No. 17.

23 THE WITNESS: Yes, sir.

24 (EXHIBIT MARKED FOR IDENTIFICATION.)

25 EXAMINER FULLIN: Thank you.

1 THE WITNESS: So that's where I asked --
2 okay. So I had asked about the regulation. The
3 Utility referred me to the Federal Communications
4 Commission Regulation 47 CFR 68.105. There is
5 nothing in the regulation which permits the Utility
6 to install a second NID at all. This fact challenges
7 CBT's existing claims that the NID is within
8 regulation. It may have been within regulation if it
9 was an initial installation, but because the Utility
10 had already established the demarcation point when
11 installing the original one, it is unreasonable to
12 alter the established practice without cause. It is
13 most unreasonable because: No. 1, CBT had made the
14 change without notice; and, No. 2, CBT had scheduled
15 access to the demarcation already established by CBT.
16 No. 2, the regulation does stipulate that "The
17 provider of wireline telecommunication services shall
18 make available information on the location of the
19 demarcation point within 10 business days of a
20 request from the premises owner. It must make this
21 information freely available to the requesting
22 premises owner." As previously stated, it took
23 multiple questions and much more than 10 days to even
24 get a response.

25 I further asked CBT to provide, and this

1 is item 11 of the interrogatories, Complainant's
 2 Exhibit No. 17, "written verification from a source
 3 outside of CBT that the above regulation applies
 4 specifically to the installation of a second NID
 5 despite CBT having scheduled access to an existing
 6 one, rather than to the installation of an initial
 7 NID." CBT referenced the same regulation which does
 8 not address this issue at all so would this not be a
 9 failed answer in discovery?

10 That is it for the NID outline.

11 EXAMINER FULLIN: So we are moving to the
 12 next outline?

13 THE WITNESS: Moving to the next outline.

14 EXAMINER FULLIN: Okay. And it's the one
 15 on --

16 THE WITNESS: "Request to Reference
 17 Zoomtown Service Call."

18 EXAMINER FULLIN: Okay. That outline
 19 is -- has that at the top.

20 THE WITNESS: Two pages.

21 EXAMINER FULLIN: Two-page exhibit, I
 22 will mark it as Complainant's Exhibit No. 18.

23 THE WITNESS: 18.

24 (EXHIBIT MARKED FOR IDENTIFICATION.)

25 THE WITNESS: Another discovery answer

1 which seems evasive is CBT's response to my inquiry
2 about the service call with its internet division.
3 Item 4 of the discovery documents I served which
4 would be on page 1 of the --

5 EXAMINER FULLIN: Exhibit No. 17.

6 THE WITNESS: -- Exhibit 17. Reads "Was
7 the service call of October 5, 2011 ever recorded?
8 If so, what is the current disposition of that
9 recording? If the call was recorded but has since
10 been eliminated, identify the date it was eliminated
11 and the process through which that occurred." The
12 Utility's answer reads: "CBT has no recording of
13 this call and does not know if the call was ever
14 recorded." Notice that CBT does not indicate whether
15 anyone tried to reference the call in response to my
16 inquiry. Notice that CBT offers no insight as to the
17 recording process itself within the company --

18 MR. HART: I will object to this as a
19 discovery dispute and that's not even the question
20 that was asked. The question that was asked was
21 directly answered and is entirely responsive to the
22 question. If there is a motion to compel, that's a
23 different issue. It has nothing to do with the facts
24 of this case. The question was was it recorded, and
25 our answer is we don't know. We don't have one now.

1 That's all it asked.

2 EXAMINER FULLIN: Well, again, I don't
3 know that I'm going to be here to resolve whether --
4 I don't know. I feel like I want to take this into
5 consideration, make a decision from you presented one
6 side of it.

7 MR. HART: All right. Fine.

8 EXAMINER FULLIN: She presented another
9 side of it. I don't know the answer. I don't know
10 enough about it at least at this point and rather
11 than spend time on that now, let her present her side
12 of it and you can present your side of it too. And,
13 again, maybe it's not something that ends up being
14 part of the decision in the overall case or maybe it
15 is, but I'm going to allow it in and then try to view
16 the record as a whole and make a decision on how it
17 relates and whether or not -- and what the decision
18 needs to be made on it.

19 MR. HART: All right.

20 THE WITNESS: Notice that CBT offers no
21 insight as to the recording process itself within the
22 company, including whether recorded calls are
23 discarded over time. It occurs to me that CBT may be
24 considering Zoomtown to be independent and,
25 therefore, to be independent and, therefore, simply

1 asserting that CBT has no record of the call rather
2 than investigating the matter.

3 On -- now, the next two items are
4 telephone conversations. I do not have copies -- I
5 do not have proof.

6 EXAMINER FULLIN: Okay. You are just
7 testifying as to -- unless you have a recording,
8 which sounds like you don't.

9 THE WITNESS: I don't. Is it okay to
10 still testify?

11 EXAMINER FULLIN: It's always helpful to
12 document what you are saying, but if you don't have
13 it, then you can still testify.

14 THE WITNESS: Okay. Because I do
15 reference those calls in later letters but I am
16 presenting it just --

17 EXAMINER FULLIN: You are presenting it
18 what happened to you and you are giving sworn
19 statement about it so we will rely on it to that
20 degree and if you could document, that would be
21 helpful. If you can't, we are still going to take
22 your testimony today.

23 THE WITNESS: Okay. December 16, 2011,
24 while scheduling repair appointment, I asked the
25 service -- the customer service representative to

1 reference that call because the service person
 2 directly commented on the phone static and that it
 3 made communication difficult. That was the call with
 4 Cincinnati Bell's internet division when I had
 5 originally -- you may recall in my opening statement
 6 I said started there trying to get the repair done
 7 and he actually commented how difficult the static
 8 was to communicate through. The point of this
 9 request was to establish on record the date upon
 10 which a CBT representative acknowledged tangible
 11 proof of the problem. I was not requesting immediate
 12 credit. The point was to document a more accurate
 13 date of onset of the problem so that proper credit
 14 could be given once the repair was completed.

15 After I clarified the purpose of the
 16 request, the service representative directed me to
 17 call back the following day and speak to a manager.
 18 The customer service representative did not inform me
 19 that CBT doesn't give refunds for the time between
 20 documentation of a service problem and completion of
 21 the repair.

22 So on the 17th, I called as directed and
 23 spoke to a manager. He repeated the policy that
 24 credit is not given until the repair is complete.
 25 Apparently he had the same misperception as the

1 representative on the 16th had that I was asking for
2 immediate credit. I was not.

3 So as with the call on the 16th, I had to
4 clarify the purpose of the request. The manager
5 acknowledged the clarification. But CBT again chose
6 not to inform me that CBT doesn't give refunds for
7 the time between documentation of a problem and
8 completion of the repair.

9 EXAMINER FULLIN: I don't really
10 understand that last part. Could you try to help
11 explain what you are trying to say about not --
12 doesn't give refunds for time between documentation
13 of a problem and completion of the repair work? Can
14 you explain for the record?

15 THE WITNESS: I was surprised in our
16 settlement conference when Robert informed me that --
17 I believe the way he said it was the problem is we
18 don't typically give credits while the service is not
19 working properly. And I was surprised at that, and
20 so I'm documenting that that was the first I heard of
21 that as far as policy that they don't give repair --
22 refund for the time it's out unless it's like just
23 completely dysfunctional.

24 EXAMINER FULLIN: So on the call on the
25 16th and 17th, they both didn't inform you of that

1 but --

2 THE WITNESS: Correct.

3 EXAMINER FULLIN: -- did you ask them, or
4 is this something they didn't volunteer?

5 THE WITNESS: If you call Time Warner and
6 say my cable is out, it's five days until they get
7 the repair, you get credit for five days so I
8 assumed, look, let's establish when, you know, the
9 Zoomtown repair technician acknowledged, hey, it's
10 really hard to hear you through the static or however
11 he said it, so I wanted to get that date established
12 as the onset of the problem.

13 EXAMINER FULLIN: You are reporting here
14 they chose not to inform you of something?

15 THE WITNESS: Of what I later heard at
16 the settlement conference in August.

17 EXAMINER FULLIN: That was after these
18 calls?

19 THE WITNESS: That was in August.

20 EXAMINER FULLIN: Okay.

21 THE WITNESS: That was the first eight
22 months later -- well, nine months later that I
23 heard --

24 EXAMINER FULLIN: When you put this
25 outline together preparing --

1 THE WITNESS: Right.

2 EXAMINER FULLIN: -- what you learned in
3 August they didn't tell you during your calls in
4 December --

5 THE WITNESS: Correct.

6 EXAMINER FULLIN: -- because they didn't
7 volunteer to give you that information and you didn't
8 ask.

9 THE WITNESS: Right. I didn't know to
10 ask. Now, in January -- January 22 letter, Exhibit
11 7, because the Cincinnati Bell representative had
12 misperceived the purpose of the request multiple
13 times while trying to communicate by phone, I elected
14 to clarify the request and document it in writing.
15 Item 1 of the letter addresses the issue. CBT
16 ignored the request and neglected to offer any
17 explanation whatsoever and, again, chose not to
18 inform me of its policy that CBT doesn't give refunds
19 for the time between documentation of a problem and
20 the completion of the repair.

21 So in my letter of February 6, 2012, item
22 1 of this letter presents the issue once again in
23 written form. Specific questions were numbered and
24 given a bold font in an attempt to make it easier for
25 Cincinnati Bell Telephone to understand and respond.

1 Cincinnati Bell again ignored the request and
2 neglected to offer any explanation and did not inform
3 me of the refund policy.

4 So March 13's letter, the final paragraph
5 of this letter expresses the frustration that none of
6 the issues raised in the letter of February 6 have
7 been -- have received adequate response and there was
8 no related response from Cincinnati Bell.

9 March 29, my letter to the Public
10 Utilities Commission, addresses the issue that would
11 be -- have we put that in yet? No, that would be the
12 next exhibit. So that's a two-page letter with an --

13 EXAMINER FULLIN: Letter March 22 that
14 you wrote to the PUCO?

15 THE WITNESS: March 29.

16 EXAMINER FULLIN: March 29, I misread it.

17 THE WITNESS: Yes. That would be a
18 two-page letter with an added addendum.

19 EXAMINER FULLIN: Addendum is part of it?

20 THE WITNESS: Right.

21 EXAMINER FULLIN: And the addendum is --

22 THE WITNESS: A page.

23 EXAMINER FULLIN: -- one page. And that
24 would be marked as Complainant's Exhibit No. 18. I'm
25 sorry.

1 THE WITNESS: 18 would have been the
2 outline.

3 EXAMINER FULLIN: The outline itself,
4 okay. 19. So that's No. 19.

5 (EXHIBIT MARKED FOR IDENTIFICATION.)

6 THE WITNESS: So in that letter I address
7 the issue on page 2, paragraph 2, lines 3 through 11.
8 CBT responds in its letter of April 18, 2012, which
9 again is Exhibit 10, by stating that service credits
10 are not -- this is the first I heard of it, not in
11 the -- no, this is different, service credits are not
12 warranted for problems related to inside wire. Yet
13 the problem wire, which had already been identified
14 by the Cincinnati Bell technician on 12-24-11, was
15 part of the original aerial drop wire. By installing
16 an extra NID, CBT was thus attempting to transfer
17 responsibility for this wire to the customer.

18 May 7, do we have that one in yet? No.
19 So the next exhibit would be my letter to Mr. Stephen
20 Watson on May 7. That is a three-page letter.

21 EXAMINER FULLIN: I'm marking that as
22 Complainant's Exhibit 20.

23 (EXHIBIT MARKED FOR IDENTIFICATION.)

24 MR. HART: What was the document again?

25 EXAMINER FULLIN: It's a letter dated

1 May 7, 2012, to Mr. Watson at the PUCO.

2 MR. HART: Okay.

3 EXAMINER FULLIN: And it's three pages
4 long.

5 THE WITNESS: Okay. So -- so on May 7,
6 2012, on page 3, paragraph 1 reiterates the issues
7 and explains why the timing of the inquiry could be
8 important. If recorded messages are discarded after
9 a certain period of time, the data is lost. CBT
10 continues to refuse to act upon my request. Five
11 months have passed.

12 5-22-12, the Commission's letter which I
13 think we -- letter -- yes, Exhibit 12, explains that
14 CBT was specifically directed to address the issue.
15 That is page 1, paragraph 3, line 3, yet CBT ignored
16 the directive.

17 July 2 is my formal complaint. That
18 starts with the cover page from the Commission and
19 then has --

20 EXAMINER FULLIN: Again, I'm going to
21 treat this the same way we treated the answer. It's
22 already of record in the case.

23 THE WITNESS: Okay.

24 EXAMINER FULLIN: If you are going to
25 make any reference to it, you can, but we will --

1 when you do, when we want to look up what you are
2 referencing, we will look at the actual pleadings
3 that came in already. There is no need to include it
4 as evidence and there is no need to mark it as an
5 exhibit.

6 THE WITNESS: Okay.

7 EXAMINER FULLIN: But, again, it's part
8 of the record so you can make reference to it and may
9 point to facts or arguments that come out of what --
10 your reason for bringing it up here.

11 THE WITNESS: Okay. The issue was
12 included in the formal complaint, page 1 of the
13 attachment, paragraph 5, page 4 of the attachment,
14 final paragraph, item 7. So after these nine
15 attempts to get CBT to honor a simple request to
16 reference a call with their internet service division
17 in order to more accurately document the problem, the
18 utility had still not acted upon the request.

19 And then August 14 of 2012, when
20 questioned directly at the settlement conference,
21 Mr. Wilhelm revealed the date -- he revealed the date
22 of the service call but offered no other information.
23 He did say we have no record of it but offered no
24 information other than that.

25 I've struggled to get a direct answer

1 throughout this process. Referencing the internet
 2 service call would have given the most accurate
 3 information regarding the onset of the original
 4 problem. By neglecting to act in a timely manner CBT
 5 may have allowed data to be discarded, such as if the
 6 recordings are programmed on a time loop. Not
 7 following through allowed CBT to establish the
 8 12-16-11 as the date of onset for the problem rather
 9 than determining the truth and providing appropriate
 10 credit once the repair was complete.

11 We are on to the next outline.

12 EXAMINER FULLIN: Okay.

13 THE WITNESS: That is a single page
 14 outline entitled "Discretion."

15 EXAMINER FULLIN: Marking that as -- I've
 16 lost track.

17 THE WITNESS: 21.

18 EXAMINER FULLIN: 21, that's what I
 19 thought.

20 (EXHIBIT MARKED FOR IDENTIFICATION.)

21 MR. HART: What was 20?

22 THE WITNESS: 20 was the letter to
 23 Mr. Stephen Watson dated May 7.

24 MR. HART: All right. I thought that was
 25 part of 19.

1 THE WITNESS: Improper charges have been
2 issued -- have been an issue throughout this process.
3 Consider the following history of the disconnection
4 of the services in my home. 12-24-11, CBT's repair
5 technician somehow disconnected the telephone and
6 internet service in my home. Instead of taking
7 responsibility for those actions, the Utility
8 continuously refused to address the questions raised
9 in my subsequent correspondence.

10 February 17, 2012, I wrote a letter
11 requesting termination of services. That is Exhibit
12 9. We already had that. 2-23, we have there their
13 letter of 2-23. Oh, yes, that's the original one
14 that's Exhibit 3. CBT responded by directing me to
15 contact them by telephone in order to arrange
16 termination of services. That's on page 2, paragraph
17 2, lines 2 and 4. Notice that the representative did
18 not explain why those arrangements couldn't be
19 carried out at a retail store while I returned the
20 modem. Knowing I had been without personal phone
21 service due to the actions of their repairman since
22 12-24-11, they required me to contact them
23 specifically through that medium.

24 On March 29, 2012, I received a letter
25 from Cincinnati Bell dated March 22, 2012, and that

1 is Complainant's Exhibit 16. The letter advised me
2 that unless I paid the bill, keep in mind it's with
3 exclusively contested charges, my services would be
4 terminated on 3-28-12. Despite the 3-22 date, it was
5 postmarked on 3-26 and 3-27. Since the March 8 bill
6 covered the period of 3-8-12 to 4-7-12 and CBT said
7 they would terminate all services on 3-28, one would
8 expect to see some of those charges removed from my
9 account.

10 However, the next exhibit would be the
11 next two phone bills dated 8 --

12 EXAMINER FULLIN: I see three bills. Are
13 you going to keep the other one a separate exhibit?

14 THE WITNESS: You see what?

15 EXAMINER FULLIN: I see three bills. You
16 want the other one --

17 THE WITNESS: I think I repeated the
18 third, and we already put that in the Exhibit No. 11.

19 EXAMINER FULLIN: It was something else.

20 THE WITNESS: I think it's already been
21 an Exhibit 11.

22 EXAMINER FULLIN: Well, I don't see any
23 harm including it twice. Take all three bills. If
24 it's duplicate, it's duplicate, but I don't think
25 it's an issue all three bills come in as

1 Complainant's Exhibit No. 22.

2 (EXHIBIT MARKED FOR IDENTIFICATION.)

3 THE WITNESS: See the dates of the
4 service.

5 EXAMINER FULLIN: Which the bills are for
6 March, April, and May of 2012, at least the invoice
7 dates.

8 THE WITNESS: So on April 8, I received
9 another bill with invalid charges. No charges had
10 been removed from the March bill from the previous
11 period. In addition, Cincinnati Bell continued to
12 charge for the period from 4-8-12 to 5-7-12, despite
13 having terminated all services prior to the onset of
14 that billing cycle.

15 5-8-12, another bill, despite having
16 terminated all services, CBT continued to charge for
17 the period between 5-8-12 and 6-7-12. The company
18 continued to charge for over two months after
19 3-28-12, the day CBT said it would terminate my
20 service. It took filing a formal complaint with the
21 Public Utilities Commission of Ohio before CBT
22 stopped charging for services not rendered. This is
23 certainly an unfair trade practice.

24 The next outline, the final one, is
25 "Method of Communication." It's a two-page outline.

1 EXAMINER FULLIN: Okay. I'm marking that
2 as Complainant's Exhibit I think we are on 23,
3 Complainant's Exhibit 23.

4 (EXHIBIT MARKED FOR IDENTIFICATION.)

5 THE WITNESS: The Utility argues it is
6 unreasonable to communicate in writing rather than by
7 telephone. This was in the answer dated 7-23-12,
8 item 3. I would argue that it is unreasonable to
9 expect telephone communication for the following
10 reasons: One, Cincinnati Bell Telephone is directly
11 responsible for my lack of personal telephone and
12 internet service. It was the Cincinnati Bell
13 technician who inadvertently disconnected my services
14 on 12-24 -- that should be read 12-24-11. That's a
15 mistake there. Yet now CBT wants to dictate that
16 specific medium through which to communicate. Two,
17 if CBT had shown up for the appointment on 12-27-11,
18 chosen and scheduled by CBT, there would be no
19 problem. Despite the inconvenience its actions have
20 caused the customer, CBT expects not to be
21 inconvenienced by consequences of its actions.
22 Instead, CBT expects the customer to experience
23 additional inconvenience. Three, it is possible that
24 the disconnection occurred during the installation of
25 the NID and stems from faulty connections exiting the

1 box. If CBT was willing to check those connections
2 instead of simply plugging something into the jack,
3 communication may have been restored, at least to its
4 former state. Then I would have attempted to call
5 despite any leftover static.

6 Four, I explained to CBT that phone
7 communication was not an effective option because I
8 do not carry a personal cell phone. If I had a
9 personal -- another personal phone of any kind, then
10 I would not have needed CBT's landline. One personal
11 phone is enough. For medical reasons, I minimize
12 cell phone use altogether. Don't have a microwave
13 oven either. Just don't. I do not borrow friends'
14 cell phones unless absolutely necessary, such as
15 emergencies or medically-related inquiries. In fact,
16 the last time I remember using someone else's cell
17 phone was during the holidays last year. Despite
18 having a work cell, I often use my landline for work
19 to minimize exposure to cell phones. I do not,
20 however, use work phones for personal reasons.
21 Although I do have a work cell phone, I do not use it
22 for personal calls. Using my work phone for personal
23 calls would sacrifice the related tax deduction.

24 CBT didn't just want me to call them by
25 phone. CBT requested a contact number where the

1 Utility could reach me as well. CBT's letter of
 2 2-14-12, paragraph 2 requests a "valid can be reached
 3 number." And the Commission's letter of May 22
 4 indicates that CBT requested a contact number. So
 5 even if I had been able to borrow a friend's phone to
 6 make a call, it wouldn't have been a valid can be
 7 reached number. I couldn't ask a friend to do
 8 without while I sat around waiting for Cincinnati
 9 Bell to call me on a friend's phone. Borrowing
 10 friends' phones is not always an option. For
 11 example, although people are available during
 12 holidays or when on vacation, they are less available
 13 to lend a frequently used item while working. That's
 14 not a dependable option. Other companies such as
 15 Time Warner Cable allow appointments to be made by
 16 visiting a retail location so why won't Cincinnati
 17 Bell?

18 Cincinnati Bell is overstepping
 19 reasonable bounds by trying to impose demands on my
 20 lifestyle. Not everyone is addicted to technology
 21 and telecommunications so not everyone carries a
 22 personal cell phone. What did they expect? That I
 23 would sacrifice my tax deduction just to call them on
 24 my work phone? Not even my family has my phone
 25 number. And if it's necessary, I brought a letter

1 from my mother informing me that my favorite uncle
2 died. Now, if I used my cell phone for personal
3 reasons, don't you think my mother would have had
4 that phone? I can bring that letter if it's needed.
5 Did they expect I would subscribe to another landline
6 just to get the one fixed that CBT's repair
7 technician disconnected or that I would ignore
8 medical concerns and buy another cell phone just for
9 CBT's convenience?

10 Attempts to communicate by phone were
11 ineffective. One example is the Zoomtown reference
12 request. Multiple CBT personnel over multiple phone
13 conversations misperceived the purpose of that
14 request. CBT's letter dated 2-23-12, page 1,
15 paragraph 1, and page 2, paragraph 1 indicates that
16 the misperception had not been cleared up through the
17 phone conversations on 12-16 and 12-17.

18 Another way phone communication showed to
19 be ineffective on 12-28, the repairman was supposed
20 to check all of the NID connections. This strategy
21 was developed over the phone on 12-27. Yet CBT's
22 answer to my formal complaint, page 2, item 10, and
23 previous letters verifies that the technician only
24 checked whether the service was working up to the
25 12-24 NID. So the communication as to what he was

1 supposed to do -- what he was supposed to do did not
2 transmit.

3 Eight, given all the miscommunication
4 throughout this process, it's good to have adequate
5 documentation of what was said. That way it can be
6 referenced by any involved party at any time. One
7 thing I want documented is that subsequent to this
8 hearing I will give CBT another opportunity to finish
9 replacing the aerial drop. However, in no way does
10 my cooperation constitute acceptance of the location
11 of the extra NID. I am not at all comfortable with
12 the box being outside the home, especially when there
13 was an existing one inside the home where CBT had
14 already established the demarcation point. I intend
15 to pursue this matter in whatever arena is necessary
16 so I want it on record that I'm in no way agreeing to
17 the changes CBT is intending to make. I would also
18 like to point out that in my letter -- my letter of
19 2-23-12 states, "I am willing to work with Cincinnati
20 Bell on this matter but not without having each of
21 the issues raised in my letters taken seriously and
22 addressed specifically." Therefore, even if I had a
23 phone available for personal use, we would still have
24 been waiting for CBT to address the important
25 concerns before scheduling another appointment. It

1 was CBT's nonresponsive practices which created
2 delay.

3 EXAMINER FULLIN: Can I ask you something
4 about the last paragraph that you presented? You say
5 "I want it documented that subsequent to this
6 hearing, I will give CBT another opportunity to
7 finish replacing the aerial drop." Is the
8 documentation you are talking about just the fact
9 that you are testifying to that today?

10 THE WITNESS: Yes, yeah. So that
11 anything in subsequent it's not misconstrued as --

12 EXAMINER FULLIN: Because I was going to
13 ask the question about -- pretty long ago -- pretty
14 far earlier in your testimony you said something to
15 the effect, I'm not quoting you, that -- well, I'm
16 interested in finding out why it is that at least --
17 they are saying at least in their answer, we haven't
18 heard testimony yet, that you were uncooperative
19 about scheduling a new appointment --

20 THE WITNESS: Right.

21 EXAMINER FULLIN: -- to let them in to do
22 the necessary repairs so I'll -- I know you testified
23 to it earlier, but I want to -- if you could provide
24 a further explanation about what that -- what that's
25 all about for you, why you didn't schedule that and

1 how it relates to what you just said you wanted
2 documented here.

3 THE WITNESS: It's kind of the basis of
4 how I organized this, that from the getgo I wasn't
5 getting answers. They had come -- I had scheduled an
6 appointment with them. They had come on a different
7 day, done something I didn't want to have happen.
8 And, now, we are asking me to just come let them do
9 whatever again; and, yeah, I didn't want to get
10 victimized again.

11 I needed answers so I could say, okay,
12 what happened here and what can we do about this,
13 okay, and one of the issues is the NID. I'm not
14 comfortable with an outdoor NID, okay, and it seemed
15 like they just kept saying, well, it doesn't matter
16 that you lost income and sat there all day long. We
17 want you to just let us back in, let us back in, and
18 I'm saying hold on. Before I make more sacrifices I
19 want to know -- I need answers to these. I need to
20 know what happened, why I'm getting different -- I'm
21 getting contradictory explanations.

22 And since they are saying, okay,
23 everything from the NID forward is customer's
24 responsibility, I'm thinking, okay, wait a minute.
25 So, now, in order to finish replacing the aerial

1 drop, they are now saying that's my responsibility.
 2 It's not okay to charge me for that. I mean, not
 3 that they ever tried to charge me, but I'm looking at
 4 what they are saying and thinking wait a minute. Are
 5 they going to now say, oh, sorry but that's your
 6 responsibility? Yeah, we'll replace it, but we're
 7 going to charge you when it was the original aerial
 8 drop.

9 They didn't -- the one person reported to
 10 the Commission that there wasn't a second NID. Well,
 11 if they are saying there is only one NID even though
 12 the tech had to come out and say he couldn't have
 13 seen one so he had to assume there was a second one
 14 and yet, no, there is only one NID, then they are
 15 saying that portion is my responsibility. So I'll
 16 let them finish that just to get that done, but I do
 17 want to pursue the NID issue, and I realize that's
 18 not within this jurisdiction, you know, my lost
 19 income, damages, things like that. And that's fine.
 20 I just wanted to put it on record that if I let them
 21 finish that, that it does not constitute agreement
 22 with the location of the outdoor NID.

23 EXAMINER FULLIN: Another thing, my
 24 understanding from the pleadings, not from the
 25 testimony here today, is that you are no longer a CBT

1 customer.

2 THE WITNESS: Correct.

3 EXAMINER FULLIN: How do you envision
4 that you allow them back in to make repairs if they
5 are no longer your service provider? What would that
6 be about if that is not to provide you service?

7 THE WITNESS: To finish that so if those
8 lines are used, you know, if I switch back to them or
9 switch to some company that uses their lines, that
10 still needs to be in good working condition, you
11 know. It needs to be left in good working condition
12 because it was the problem in the first place.

13 EXAMINER FULLIN: Okay.

14 THE WITNESS: Because if I need to go
15 back to that line, then would it be fair for me to
16 have to take on that expense? You know, I waited
17 almost a year before I went in to Time Warner.

18 EXAMINER FULLIN: You described details
19 as letting them back in as a sacrifice to you.

20 THE WITNESS: Well, to make another
21 appointment, sure.

22 EXAMINER FULLIN: Compared to all the
23 preparing you did for this hearing?

24 THE WITNESS: This is important. I want
25 to make sure that other people don't go through this,

1 yeah.

2 EXAMINER FULLIN: I've noticed that you
3 didn't -- at least in my recollection what you
4 testified to, you know, when I read the initial
5 complaint, I really thought that probably towards the
6 center of your argument was the -- was the amount of
7 money that you lost for having to be there a day
8 waiting for an appointment that never showed up. It
9 seems there is other things as well.

10 THE WITNESS: Oh, yes.

11 EXAMINER FULLIN: In answering my
12 question you didn't even raise that.

13 THE WITNESS: That's outside this
14 jurisdiction, I believe.

15 EXAMINER FULLIN: Okay.

16 THE WITNESS: That will have to be for me
17 to address that, that was a specific appointment that
18 was possible and I need to be able to prove that
19 without compromising the privileged information of
20 the people involved.

21 EXAMINER FULLIN: I'm interested also in
22 finding out about when and if you canceled the
23 service and when and if the company gave you credit,
24 but I'm expecting that maybe the company will want to
25 deal with that on cross-examination so I'm not going

1 to ask at this point but I'm interested to find out
2 more than you have provided on those issues as well.

3 THE WITNESS: Okay.

4 EXAMINER FULLIN: Do you have anything
5 else that you're intending to provide?

6 THE WITNESS: No. I'll look for that --
7 other than looking for that one that I didn't
8 reference.

9 EXAMINER FULLIN: We will give you time
10 for that, may even have a discussion about whether
11 it's important that you do find that, but I would
12 allow Mr. Hart to cross-examine you then on
13 everything that's been presented.

14 THE WITNESS: Okay.

15 EXAMINER FULLIN: In answering his
16 questions, you should directly answer his questions
17 but you also -- you also are entitled to a chance
18 to -- if this was a case where you had an attorney,
19 the attorney would be allowed to ask questions of you
20 on redirect so that you could bring out things that
21 were mentioned in the cross-examination. So
22 basically what I'm trying to say is while you should
23 be responsive to his questions, you can bring up
24 things that relate to his questions that may be -- if
25 they relate to his questions, you can bring them up.

1 THE WITNESS: Okay.

2 MR. HART: Can we go off the record just
3 a moment?

4 EXAMINER FULLIN: Pardon? Sure. We can
5 go off the record.

6 (Discussion off the record.)

7 (Thereupon, at 1:07 p.m., a lunch recess
8 was taken.)

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1 Friday Afternoon Session,
2 December 14, 2012.

3 - - -

4 EXAMINER FULLIN: Okay. If we're ready,
5 I'll go back on the record, and you can begin
6 cross-examination.

7 MR. HART: Thank you, your Honor.

8 - - -

9 TERRY SKY GLENDENING
10 being previously duly sworn, as prescribed by law,
11 was examined and testified further as follows:

12 CROSS-EXAMINATION

13 By Mr. Hart:

14 Q. Dr. Glendening, you know I'm Doug Hart.
15 I represent Cincinnati Bell. I'm going to be asking
16 you a number of questions about your case here.

17 Let's just establish some facts. It's
18 correct that you called in to Cincinnati Bell on
19 December 16, 2011, to request a repair?

20 A. Yes.

21 Q. And you were having trouble with static
22 on your line?

23 A. Yes.

24 Q. But you were able to make calls, correct?

25 A. I was able to make calls most often.

1 There was a point on the -- the reason I remember a
2 few times I've borrowed people's phones is one was on
3 the 21st, my cat was sick. I tried to call the vet,
4 make an appointment, and the static was so bad it
5 was -- we just couldn't, and so I got off the phone,
6 drove to the vet, made an appointment. By the time I
7 got back my cat was dying, and I had to -- and I saw
8 a neighbor, people are around during the holidays,
9 they are not around normally, and I said, you know, I
10 have got to call Angel Paws to have them come put him
11 to sleep. So, yeah, I could make calls most of the
12 time but, you know, there were those instances as
13 well.

14 Q. Okay. The call you made on the 16th of
15 December requesting repair, did you make that from
16 the home phone?

17 A. Yes.

18 Q. Okay.

19 A. I believe so. Yes, I did because she
20 commented on the static too.

21 Q. And we understand that on that call you
22 established an appointment with Cincinnati Bell for
23 December 27 in the afternoon.

24 A. Between 12:30 and 4:30.

25 Q. Okay. Between the 16th and the 27th, did

1 you always have dial tone?

2 A. No, not as of the 24th.

3 Q. Okay. So let me back up to the 24th
4 then. When prior to the 24th did you last use the
5 phone?

6 A. Oh, I don't know.

7 Q. Okay. But was there any occasion up to
8 the 24th when you didn't have dial tone?

9 A. No.

10 Q. All right. When did you first realize
11 you didn't have dial tone?

12 A. I don't know. I assumed the 24th. I'm
13 trying to think if I was calling regarding Christmas.
14 I believe that evening -- I'm not sure. I don't
15 know.

16 Q. All right. Now, I think there has been
17 some discussion about you having a conversation with
18 Cincinnati Bell to ask about credits.

19 A. There were two issues. One was establish
20 the accurate history so when a repair was completed,
21 there would be credits. The other thing I was
22 saying, hey, listen, if it's not until the 27th and
23 I'm going to go ahead and pay this bill that goes
24 from, you know, December 8 to January 7 or whatever,
25 there was a conversation about that too. I think

1 that was a separate call.

2 Q. Did you have a conversation with somebody
3 from Cincinnati Bell on December 17 --

4 A. Yes.

5 Q. -- 2000 -- okay. And that was on the
6 subject of credits, correct?

7 A. That was on the subject of Zoomtown.

8 Q. But you were seeking credit on your
9 Zoomtown?

10 A. I was seeking to establish that the date
11 of the onset of the problem was -- that the Zoomtown
12 representative had noticed the static and so it was
13 on the date of the service call. The call -- there
14 was a call about, you know, paying the bill ahead.
15 That was a separate call.

16 Q. Okay.

17 A. I believe it was on the 16th.

18 Q. Did somebody call you on the 17th from
19 Cincinnati Bell?

20 A. No. I called on the 17th. Somebody
21 called me -- unless that call may have been on the
22 17th, but I know I called on the 17th because the
23 person on the 16th had -- when I clarified, no, I am
24 not trying to get credits right now, I'm just trying
25 to establish that was the first date of the problem,

1 and so she said, okay, call back tomorrow and talk to
2 a manager.

3 Q. Okay. Did you do that?

4 A. Yes. That was the call the 17th. Now,
5 somebody from Cincinnati Bell called me, but I don't
6 know which of those days it was. And but that was
7 about the, you know, paying the bill ahead and should
8 I do this given that the repair is going to be after.

9 Q. Were you told that credits couldn't be
10 determined until the repair had been done?

11 A. Yeah, yeah.

12 Q. Okay. Because you don't -- first, you
13 don't know what the time of the credit would be,
14 would you?

15 A. Right. I was clarifying to them that's
16 not what I am asking for. I am not asking for
17 credits now.

18 MR. HART: Your Honor, I would like to
19 play a recording of one of the calls.

20 EXAMINER FULLIN: I don't know what
21 Zoomtown is. At some point --

22 MR. HART: Their internet system, DSL.

23 EXAMINER FULLIN: Is it Cincinnati Bell?

24 MR. HART: It's a brand name.

25 MR. WILHELM: It's a brand name for high

1 speed internet service.

2 EXAMINER FULLIN: I kind of guessed that,
3 but I thought maybe I should get it on the record
4 because I don't know.

5 MR. HART: Find the right.

6 EXAMINER FULLIN: Does she need to take
7 on the transcript what's said on the --

8 MR. HART: Well, that's a good question.

9 MR. WILHELM: Do you have an extra CD?

10 MR. HART: I do. Can I leave you a copy
11 and you can transcribe from that if you have issues?

12 EXAMINER FULLIN: Yeah, that sounds all
13 right. Are you entering anything as an exhibit like
14 a disk or some other way if I want to hear it later,
15 or am I reading the transcript?

16 MR. HART: Maybe I need to make a copy
17 then, but I can do that, if you would like, yes.

18 EXAMINER FULLIN: I think that would be
19 easier than.

20 MR. WILHELM: I have one copy too.

21 MR. HART: Okay.

22 EXAMINER FULLIN: I didn't know what you
23 had in mind. I never had a case where we are
24 listening to something that's not necessarily part of
25 the record yet. So I guess maybe she's got to put it

1 on the transcript at some point.

2 MR. HART: I kind of have to play to ask
3 Dr. Glendening some questions to establish it is what
4 I say it is.

5 EXAMINER FULLIN: Well, that's fine but,
6 yeah, if it will work for you, we'll have you
7 transcribe it into the record, but you can do that
8 later from a disk that you get after the hearing
9 today. We'll do it that way.

10 MR. HART: That's fine. Thank you. Kind
11 of starts immediately so I'm going to try to.

12 EXAMINER FULLIN: Restart it.

13 MR. HART: Yeah, right at the beginning.
14 (The following is from a disk.)

15 DR. GLENDENING: Hello.

16 REBA: Hello. Hello, sir. This is Reba
17 from resolution desk at Cincinnati Bell.

18 DR. GLENDENING: Oh, hi.

19 REBA: I wanted -- yes, ma'am, I'm sorry.
20 Okay. I just called in regarding your -- because one
21 of our agents informed me that you were asking for
22 any credit adjustments into your account. Then when
23 they tried to review your account, there was a
24 scheduled appointment on the 27th of December for
25 your phone.

1 DR. GLENDENING: Right.

2 REBA: So -- yes. Here's what we advise
3 or what I will be informing you to do or advising you
4 to do, once the phone service is already fixed on the
5 27th, give us a call so that we can already --
6 request for the credit adjustments into your account
7 and normally the credit adjustments would then be
8 applied to your billing within (inaudible).

9 DR. GLENDENING: So you wouldn't be able
10 to tell me now if I'm going to be paying for time
11 that I can't use it?

12 REBA: Not yet possible, ma'am, because
13 we need to have the ticket or the -- not the ticket
14 exactly. We need to have the dispatch post first so
15 that we could check to be the problem and then after
16 that, at that time we could apply the credit
17 adjustments in the account.

18 DR. GLENDENING: Okay. So what the
19 problem is determines whether or not I get a credit?

20 REBA: No, ma'am. It is -- it is not the
21 problem. It's just like this, we need to have the
22 issue resolved first.

23 DR. GLENDENING: I see.

24 REBA: Yeah, before we can apply credits
25 because let's say after this call, the issue might

1 get resolved.

2 DR. GLENDENING: Right.

3 REBA: We already apply the credits so we
4 have like a remaining -- you cannot get any more
5 remaining like let's say 10 days more --

6 DR. GLENDENING: Yeah.

7 REBA: -- from -- yeah.

8 DR. GLENDENING: I see what you're
9 saying. Yeah. And that's cool. I just -- you know,
10 I'm just considering switching just because Warner
11 Cable is -- is so much cheaper.

12 REBA: I see.

13 DR. GLENDENING: And so I don't really
14 want to pay any longer -- I mean, you know, I'm going
15 to be doing without a phone and internet for a while
16 and then maybe end up switching anyway, I'm not
17 sure -- and, you know, I can get internet for half
18 what I'm paying here. You know, I'm just -- so I'm
19 just thinking about -- so I get where you're coming
20 from. I just -- that's why I'm, you know, concerned.
21 So I guess I'll just have to think about what I'm
22 going to do. But, you know, I appreciate at least
23 you calling back so.

24 REBA: Okay. Not a problem, Ms.
25 Glendening. I really do apologize for that, but

1 we'll do our best to -- I'll try my best, but as far
2 as the process goes, we need to have the ticket or
3 the dispatch closed first --

4 DR. GLENDENING: Yeah.

5 REBA: -- before we could apply the
6 credit adjustments to the account.

7 DR. GLENDENING: Okay. All right. How
8 much -- if I do decide to change, what are the fees
9 for like disconnection and stuff?

10 REBA: For the disconnection, ma'am, you
11 need to contact customer service. I could give --

12 DR. GLENDENING: Okay.

13 REBA -- you the phone number for the
14 customer service.

15 DR. GLENDENING: It's probably on the
16 bill, isn't it? Like 2310 or something?

17 REBA: Yes, they are 565-2210, yes.

18 DR. GLENDENING: Okay. All right. Well,
19 thanks for calling back.

20 REBA: Thank you, Ms. Glendening, and
21 have a good day.

22 DR. GLENDENING: Okay. Bye.

23 (End of recording.)

24 Q. (By Mr. Hart) Ms. Glendening, was that a
25 conversation you had?

1 A. Yes. She called back so that was on the
2 16th. Well, I guess she could have on the 17th but,
3 yes.

4 Q. I believe that was on the 17th, but we'll
5 establish that later.

6 A. Okay. But that was the one she called
7 back. And that situation because, you know, I'm
8 paying ahead, you know, while I'm waiting for the
9 repair and then my paying ahead is going to include
10 time where I won't be able to have that, you know,
11 service.

12 Q. Let me ask you this, was that recording
13 the complete conversation from beginning to end?

14 A. Oh, I don't remember.

15 Q. Well, you heard yourself say hello at the
16 beginning, right?

17 A. Yeah, I assume.

18 Q. And you heard the ending when you hung
19 up, right?

20 A. So I assume.

21 Q. I didn't hear any discussion about paying
22 your bill at all in that conversation, did you?

23 A. Yeah.

24 Q. What did you say during that call about
25 paying the bill?

1 A. Well, I need a transcript to refer to it
2 but, yes, when I said I'm going to be paying for time
3 that I can't use it. It was right there probably a
4 third of the way in.

5 Q. Okay. So that was your reference to
6 that.

7 A. Do you want to play it again?

8 Q. That was the reference you are making?

9 A. Right.

10 Q. Okay. But you weren't asking to
11 establish when a credit would begin, were you? There
12 was no discussion of that.

13 A. No, no. I was -- I was pointing out --
14 no. I had that part of the discussion when I called
15 in to make -- to schedule the repair appointment.

16 Q. All right.

17 A. This was the person calling me back so I
18 had already talked about that earlier. And you have
19 the original one?

20 Q. Okay. Now, when did you --

21 EXAMINER FULLIN: I mean, the situation
22 here at the hearing is he is asking the questions.

23 THE WITNESS: I know. I apologize. I'm
24 just -- I apologize.

25 Q. When did you first notice the new NID on

1 the wall of your house?

2 A. Sometime between the 24th and 27th.

3 Q. Was it before the appointment you had on
4 the 27th?

5 A. I don't know.

6 Q. Did you know it was there when you were
7 on the phone with Cincinnati Bell on the 27th?

8 A. I remember a call -- I remember a
9 discussion where -- I don't remember whether it's the
10 27th. It would make sense that it would be where I
11 looked out the window and said I notice there is a
12 gray box so it would -- well, it would have had to
13 have been the 27th.

14 Q. So you mentioned that during the call on
15 the 27th.

16 A. I believe so because I didn't speak to
17 them between the 24th and 27th.

18 Q. Before the new NID was installed, how did
19 the phone line enter your house? What was attached
20 to your house?

21 A. The aerial drop came across and it came
22 down and then it went underneath. You know how
23 siding has sort of a lip. It went down under the lip
24 so that it was -- it was face downward. The open
25 part was face downward and then went in.

1 Q. Okay. I want to ask you to look at the
2 picture that you have, No. 6, I believe it is.

3 EXAMINER FULLIN: I think so.

4 Q. You don't have copies of this?

5 A. No.

6 MR. WILHELM: We have got our copy.

7 Q. I guess we are going to have to look on
8 it at the same time.

9 A. Yes. See right here?

10 Q. That's what I was getting at.

11 MR. HART: Your Honor, she's pointing to
12 the upper right-hand picture where the wire goes
13 underneath the side.

14 EXAMINER FULLIN: The picture that has
15 the lid on the box?

16 MR. HART: Yes, yes.

17 EXAMINER FULLIN: Okay.

18 Q. Now, I want to refer to the larger
19 picture to the left that shows the siding of the
20 house all the way up to where the wires attached to
21 some sort of fixture at the top. Was that fixture
22 there before the one at the top of the house?

23 A. I assume it was.

24 Q. Was there anything attaching the old wire
25 to your house between that point and where it entered

1 into the siding?

2 A. Not that I know of, no. It just came
3 down. It would have been the wire -- this was the
4 old wire. It came down but -- well, it was this one.
5 See, this came out here.

6 Q. You don't recall how it was attached to
7 your house --

8 A. The wire --

9 Q. -- right?

10 A. It wasn't. You can see there's nothing.

11 Q. Okay. When was the siding put on the
12 house?

13 A. Before I bought it.

14 Q. When did you buy it?

15 A. '92, I believe. I'm not sure but I
16 believe.

17 Q. Now, let's talk about the afternoon of
18 the 27th. You knew about that appointment on the
19 16th, correct?

20 A. Correct.

21 Q. So you planned your schedule around this
22 so you could be free?

23 A. Yes.

24 Q. You were able to move your work things
25 you needed to move so you could be home.

1 A. Well, no, I had to just opt out of a work
2 thing. The only time I could have done that work
3 thing was that afternoon.

4 Q. What's this work thing?

5 A. I can describe it. I can't tell you who
6 is involved, but it was a situation in which an
7 adolescent was caught using some drugs, and as
8 happens during the holidays, extended family was in
9 so it was an opportunity to have an extended length
10 session with extended family that have drug and
11 alcohol problems. Both sets of grandparents were
12 going to be there, an uncle with a problem was going
13 to be there, the parents and both siblings who were
14 in college were home for Christmas so that was the
15 time constraint, and it was going to be a session
16 that lasted as long as it needed to with the
17 follow-up report being written.

18 Q. Are you in a group practice with other
19 psychologists?

20 A. I'm self-employed. I contract with all
21 kinds of clients, patients, institutions, groups.

22 Q. Are you affiliated with other
23 psychologists in a practice?

24 A. I have a group that I contract with. I
25 contract with different groups.

1 Q. Do you have more than one office?

2 A. Well, my official business office is out
3 of my home. If I contract with -- for example, if I
4 contract with an institution, I will go to their
5 place where they provide the setting.

6 Q. Do you have an office on Nimitzview?

7 A. That's not my office. That is a group I
8 contract with.

9 Q. Okay. So you do work through them.

10 A. I work with -- I contract to see their
11 patients and go to their setting to perform those
12 duties.

13 Q. Do you have an office there?

14 A. There's a suite of offices. There were
15 two or three offices that I was working out of.

16 Q. Okay. Is there another group that you
17 practice with in Blue Ash?

18 A. No. That's the same -- that's the
19 same -- they have different -- that group with whom I
20 contract have different -- that's their business.
21 They have different offices, Blue Ash, Anderson, West
22 Chester, Orfield or something.

23 Q. Let me ask you is this -- is there a
24 regular office you go to, or do you normally work
25 from home?

1 A. Both. I go to places. I go to that
2 group. I go to places with which I contract, and it
3 just depends on.

4 Q. Well, I thought you said that your
5 official office, I may have the words wrong, was
6 home.

7 A. My business office because I'm
8 self-employed. I'm not an employee of any particular
9 group or.

10 Q. Okay.

11 A. You know, if I contract with somebody,
12 I'm not their employee. So my -- my office, my
13 address for my business is 19 Apple Lane.

14 Q. Okay. And you do some of your business
15 work at your home.

16 A. It would be rare for someone to come to
17 my home. I do home visits.

18 Q. Well, I didn't say somebody coming to
19 your home. I said you do some of your work at your
20 home.

21 A. Oh, yes, billing and things like that.

22 Q. So you spend some amount of time on
23 administrative work which you do at your home.

24 A. Sometimes, usually, you know, Saturday
25 evenings, Sunday to catch up.

1 Q. Don't you do that on Friday afternoons as
2 well?

3 A. I do now; I do now.

4 Q. Okay. And I take it when you were home
5 on the afternoon of December 27, you were able to do
6 the administrative work associated with your business
7 while you were there.

8 A. That wasn't -- no. That was not a time
9 that I had that going.

10 Q. Had what going?

11 A. I mean, I wasn't -- no, I wasn't working
12 that afternoon.

13 Q. No. I asked whether you were able to do
14 administrative work associated with your business
15 while you were home that day.

16 A. No, I didn't do any.

17 Q. Were you able to?

18 A. Well, I was waiting for Cincinnati Bell.
19 I wouldn't have gotten into something where I was
20 pulling out patients' names where there was somebody
21 who was going to be at the home.

22 Q. How long were you home that day?

23 A. So I had a meeting in the morning and
24 came home and then had a home visit that night. So
25 it would have been --

1 Q. By home visit you mean you went to
2 somebody else's home?

3 A. I go to somebody's home. So I'm pretty
4 sure the morning meeting was at 11 so I would have
5 come home to be there at 12:30 and then the evening
6 appointment I had told them about the fact that I had
7 people coming between 12:30 and 4:30 and would they
8 be okay if we moved it back if it got delayed so I
9 believe that appointment was set for 6, I am not
10 totally sure about that, or 5:30.

11 Q. Okay. So what did you do that afternoon?

12 A. Waited. I don't know, probably putting
13 around or whatever.

14 Q. Do you have a home office?

15 A. I have a place where I do the billing and
16 whatnot.

17 Q. Did you do any of that that day?

18 A. No, no.

19 Q. Do you have a business telephone?

20 A. I do. That's my cell phone.

21 Q. Okay. That's the only business phone
22 that you have?

23 A. Yes.

24 Q. And who has that number?

25 A. I do.

1 Q. No. I mean, who has that number in order
2 to call you?

3 A. Oh, patients with whom I do home visits,
4 colleagues, state board has it, Ohio Psychological
5 Association has it. My family does not have it.

6 Q. Do you also use -- I shouldn't say do you
7 now. Did you when you had Cincinnati Bell service
8 use the home telephone service for business calls?

9 A. Uh-huh, yes.

10 Q. Okay. So would it be fair to say that
11 tasks associated with keeping that line in service
12 would be business related?

13 A. No, because that's not the phone that I
14 identified as my work phone so that's not --

15 Q. Did you give that number out to clients?

16 A. No, no. That would not.

17 Q. Did you receive customer or client calls
18 or business calls?

19 A. No, no.

20 Q. I thought you said you used the phone for
21 business sometimes.

22 A. I use it for business if I'm making
23 calls. Colleagues could have had it but not --
24 not -- if it was -- if I was talking to them
25 regarding a work matter, I would have had them call

1 my business phone. I might have called them. I used
2 the call privacy feature because I don't want -- I
3 don't want patients and clients having my home phone
4 necessarily.

5 Q. Okay. What does your greeting say on
6 your voicemail if somebody calls your home and nobody
7 is there?

8 A. If they call my home, it's just an
9 automated one.

10 Q. But what do you say on the message?

11 A. It's automated. I don't say anything,
12 just leave a message.

13 Q. Okay.

14 A. At that time I might have left a message.
15 I don't remember what it said. It might have even
16 been business but that would be so that telemarketers
17 don't, you know.

18 Q. Okay.

19 A. I don't even remember.

20 Q. So at the end of the appointment window
21 on the 27th when nobody showed up, you placed a call
22 to Cincinnati Bell, correct?

23 A. Correct.

24 Q. You borrowed your neighbor's cell phone
25 to do that; is that right?

1 A. I think I called from my phone, but I
2 remember I borrowed my neighbor's phone that day
3 because I had to -- well, I had to call about the
4 missed opportunity and see if we could schedule it at
5 another time and I had to get some medical results
6 and I remember thinking, well, I will still have time
7 because they can fix it and I will still have time
8 before I have to leave. And, oh -- and I think -- I
9 think I did call from my neighbor's phone because I
10 remember I think my battery was dead so I was
11 deciding whether or not to wait until it charged
12 before making those calls.

13 And then I saw my neighbor outside doing
14 something with Christmas lights or something. And I
15 said, hey, can I make a couple of quick calls so
16 maybe I did call Cincinnati Bell from that phone. It
17 was either my cell charged up again or one of those
18 calls.

19 Q. Is there any reason why you -- other than
20 being charged, not charged, any reason why you
21 couldn't use your own business cell phone to have
22 made that call?

23 A. No, because that -- the reason for making
24 that call was to find out how soon the guy would get
25 there because I would have had to push back that

1 evening appointment.

2 Q. Okay.

3 A. So it was, you know, I had to make that
4 call.

5 Q. Let me play a recording. This one is
6 rather long.

7 EXAMINER FULLIN: Were you able to hear
8 it?

9 THE WITNESS: I can kind of hear it.

10 EXAMINER FULLIN: Okay.

11 MR. HART: This one is about 12 minutes
12 long so it will take a little while.

13 (The following is from a disk.)

14 GRACE: Thank you for calling Cincinnati
15 Bell Technical Support. My name is Grace. Can I
16 have your name, please?

17 DR. GLENDENING: Yes, Terry Glendenning.

18 GRACE: Thank you, Terry. Now, you're
19 calling about (513) 248-2476?

20 DR. GLENDENING: Correct.

21 GRACE: Okay. And how can I help you?

22 DR. GLENDENING: I had an appointment
23 today for repair from 12:30 to 4:30 and nobody showed
24 up.

25 GRACE: Oh, I'm sorry for that

1 inconvenience but let me go ahead and take a look at
2 it, okay?

3 DR. GLENDENING: Okay.

4 GRACE: All right. Thank you. Hold on.

5 Ma'am, are you still having problems with
6 your phone service?

7 DR. GLENDENING: Yeah. I don't even have
8 a dial tone, nothing. And the caller ID doesn't show
9 anything or anything.

10 GRACE: Have you already tried
11 disconnecting -- because our technician already came
12 out. Sorry if they didn't let you know about it but
13 they've actually replaced the cable from the drop --
14 or from the pole itself.

15 DR. GLENDENING: Okay.

16 GRACE: So it should be working by now,
17 but have you already tried disconnecting the phone at
18 the jack and putting it back? How many phones do you
19 have, by the way?

20 DR. GLENDENING: There's one that's in
21 the wall but it's not used. It's like down in the
22 basement, but it's like permanent. But as far as in
23 jacks, I've got one, two, and then the caller ID is
24 stuck in another jack so.

25 GRACE: I see. All right. Now, why

1 don't we try to refresh your connection or refresh
2 the phone. Can you try to disconnect them out from
3 the jack and put them back? I'll stay on the line
4 with you while you are doing that, ma'am.

5 DR. GLENDENING: Okay. So I should
6 disconnect all of them first and then start putting
7 them back, not disconnect, then put back, disconnect,
8 then put back?

9 GRACE: No. Let's disconnect them first
10 and then we will try, yeah.

11 DR. GLENDENING: Okay. Let's try that.
12 Okay. There's that one and that's it. Oh, the
13 caller ID, hold on. One more.

14 Okay. Now, they are all disconnected.

15 GRACE: Okay.

16 DR. GLENDENING: And, now, I'll go
17 around -- should I wait a minute or should I just put
18 it --

19 GRACE: You can go ahead and put them one
20 after the other.

21 DR. GLENDENING: Okay. First one back
22 in. Try that. Okay. (Inaudible.) Okay.
23 (Inaudible.) Okay. So, now, if I pick up the phone,
24 should I get a dial tone?

25 GRACE: Yes, you should be. Can you

1 check?

2 DR. GLENDENING: Let's see. Nothing.

3 GRACE: Nothing still. Let me try -- let
4 me try to contact you, okay? Stay on the line. I'll
5 dial your home number from here.

6 DR. GLENDENING: Okay.

7 GRACE: All right. Thank you.

8 RECORDING: Hi. You have reached the
9 confidential voicemail of Dr. --

10 GRACE: Hello, ma'am?

11 DR. GLENDENING: Yeah.

12 GRACE: All right. Thank you. Did you
13 hear -- heard your phone ringing?

14 DR. GLENDENING: No.

15 GRACE: Let's see, I tried to call you
16 and the phone was actually ringing and then you
17 reached the voicemail. Maybe you might have
18 forwarded all your calls to your cell phone?

19 DR. GLENDENING: No. I've never done
20 that.

21 GRACE: You've never done that.

22 DR. GLENDENING: No, not even --

23 GRACE: (Inaudible) I wonder -- if this
24 is what has happened, okay, the reason why the
25 technician did not show up is because they found out

1 there was an outage on the area and that caused your
2 phone service not to work so that outage should have
3 been cleared -- cleared all ready. Now, you are
4 still not getting any dial tone. We have already
5 done everything. I don't know what seems to be going
6 on but --

7 DR. GLENDENING: Well, he put new
8 wires -- there's a gray box that he must have put in
9 when he did that. Is it possible he just didn't plug
10 my phone into it?

11 GRACE: Well, that can be a possibility
12 on that. Is there a way that you can try to connect
13 the regular phone directly in the main box?

14 DR. GLENDENING: I guess. I have to put
15 clothes on and go out in the rain.

16 GRACE: It's raining? Oh.

17 DR. GLENDENING: Oh, yeah.

18 GRACE: If it's raining, don't
19 (inaudible).

20 DR. GLENDENING: (Inaudible) phone
21 because I wasn't -- it wasn't -- I had a dial tone
22 until they did the wire thing. It was just
23 statically. Now, I've got nothing. So, I mean, he
24 must have done something when he changed the wires
25 out.

1 GRACE: It can be --

2 DR. GLENDENING: (Inaudible) it's
3 unplugged. I'm just guessing there's a connection
4 that didn't get remade or something.

5 GRACE: Uh-huh. It can be possible.

6 DR. GLENDENING: Because, yeah, that box
7 is new. It wasn't there before so I know he's been
8 there but I obviously don't have internet or
9 anything.

10 GRACE: I see. Well, right now, I'm
11 running the test and the test result did not show or
12 could not detect the problem, if it has something to
13 do from the outside or the inside wiring. You might
14 be correct. There might be a disconnected port or
15 cord from the main box or the demarcation box. But
16 with this one unfortunately I really need to send out
17 another tech for you, and hopefully we can get
18 someone out as early as Thursday.

19 DR. GLENDENING: Well, but, I mean, I had
20 an appointment -- I took -- I took off work. I can't
21 just take off work, you know what I'm saying? I took
22 off work today.

23 GRACE: I know. Hold on. Let me see
24 if -- okay. Let me check if we can have someone out.
25 What about tomorrow? Are you available tomorrow

1 morning?

2 DR. GLENDENING: No, no. I took today.

3 That's.

4 GRACE: Because it's almost 5 p.m. today.

5 DR. GLENDENING: Yeah. I mean, I took
6 off today which means I gotta work Saturday, you know
7 what I mean?

8 GRACE: I know. No one can be at home by
9 tomorrow, anyone who is more than 18 years old?

10 DR. GLENDENING: No. It's just me unless
11 you count cats but they're not 18.

12 GRACE: Oh. This is the thing, we can
13 still send a tech outside and just check up to the
14 main box.

15 DR. GLENDENING: Yeah.

16 GRACE: I can make sure you can get a
17 dial tone from the main box itself. The only --

18 DR. GLENDENING: Okay.

19 GRACE: -- thing is that they cannot
20 check the inside wiring. In that case I will be
21 sending out a technician for you tomorrow if you
22 are -- not be home so is that okay with you if I have
23 the technician check --

24 DR. GLENDENING: Yeah.

25 GRACE: -- the outside wiring?

1 DR. GLENDENING: Yeah. That's cool
2 because, I mean, I had a dial tone before he did it
3 so probably got to be out there. I mean, you know,
4 there wasn't anything wrong with the inside wiring
5 then so why would there be now. So I'm just guessing
6 some connection is not made.

7 GRACE: Most likely, yes, it is.

8 DR. GLENDENING: Meanwhile, I've had
9 nothing, no phone, no internet, nothing.

10 GRACE: Uh-huh. I understand. Well, let
11 me go ahead and have somebody out for tomorrow to
12 check the outside wiring, okay? But just in case
13 that they need to call you, they can reach you at
14 (513) 248-2476 number, correct?

15 DR. GLENDENING: Well, but they can't
16 because it doesn't ring.

17 GRACE: Oh, this is your home number.
18 You don't have a cell phone number, or do you have a
19 cell phone number?

20 DR. GLENDENING: No. I've got my
21 neighbor's cell phone right now.

22 GRACE: Oh, I just saw you are currently
23 using that number. I see. Will that be a good
24 number where our tech can call you at, just in case?

25 DR. GLENDENING: I don't think so. I'm

1 sure she's going back -- I'm sure she's going to
2 need -- you know, she's going to need it. And I got
3 to give it -- I just borrowed it right now so I could
4 call you guys and say where's the person.

5 GRACE: I understand. Well, I'll make
6 sure that everything will be noted and I'll make sure
7 that our technician can check your outside wiring,
8 all right? And I'll verify that you are getting a
9 dial tone and connected on the main box itself so
10 that would be tomorrow between 8 until 12 noon. So
11 when you get home, you can go ahead and check your
12 phone, all right?

13 DR. GLENDENING: Okay. Okay.

14 GRACE: And you can let us know
15 immediately if something -- if there is still
16 something wrong.

17 DR. GLENDENING: Okay. But, I mean, if
18 there is, what -- I mean, because that means I've got
19 to lose a whole another day's pay because somebody
20 didn't show up today? You know, I mean, that's not
21 good. I mean, that's -- that's a lot of money.

22 GRACE: Well, I -- I know. I really
23 don't know why they didn't call you prior on the
24 date --

25 DR. GLENDENING: Well, they couldn't

1 call.

2 GRACE: -- that it was fixed. Yeah, I
3 know. Yeah, I know because they can't call you.

4 DR. GLENDENING: You know, but, I mean,
5 somebody should have left a note telling me they
6 weren't going to come to day so I could have worked.

7 GRACE: Yeah, that's the other thing.
8 Well, actually the technician was out way back on
9 December 24 before Christmas at around 4 p.m.

10 DR. GLENDENING: Yeah? So, I mean,
11 that's --

12 GRACE: That's when he cleared up
13 everything.

14 DR. GLENDENING: Well, they didn't
15 though. They put the new wires in, but they made
16 it -- they took away my dial tone. At least -- at
17 least before I could make a call. It was real
18 statically, but at least before I could say, hey,
19 call me, you know, whatever. Now, I can't do
20 anything so it's actually been worse since.

21 GRACE: Well, I'll have -- I'll make sure
22 that there will be a leader or this will be referred
23 back to our dispatch, okay, and this time we should
24 make sure that the dial tone is up and running from
25 the main box itself because if they haven't had

1 access inside your house prior on the first repair,
2 then there's no problem on the inside wiring. Then
3 there's an outside wiring.

4 DR. GLENDENING: Right. It's got to be.

5 GRACE: I understand. I'll go ahead and
6 send a technician out for you tomorrow between 8
7 until 12, but for now, anything else that you might
8 like to ask?

9 DR. GLENDENING: No. I just want to make
10 sure I'm not charged for all this time I don't have
11 phone and internet. You know, it's been like three
12 weeks so.

13 GRACE: I understand. Well, regarding
14 the phone service, definitely you will be -- that
15 will be credited back to you for your phone service.
16 We can send a credit request for phone and credit
17 request for your internet service for the number of
18 days that it will be down. But I show we will have
19 it up and running or send a repair when everything is
20 working properly and that we can compensate all the
21 number of days.

22 DR. GLENDENING: Okay.

23 GRACE: All right?

24 DR. GLENDENING: Yeah.

25 GRACE: Sorry again for the

1 inconvenience, ma'am, but hopefully this will be the
2 last repair or the last call that you will give us or
3 before calling us for credit again, of course, if
4 everything is working.

5 Now, let's say everything is working
6 tomorrow, all right? Give it at least like 24 hours
7 to restore your phone and your internet connection,
8 and if everything is working properly, let us know.
9 That way we can send a request for your credit.

10 DR. GLENDENING: Okay.

11 GRACE: All right?

12 DR. GLENDENING: Yeah.

13 GRACE: Okay? Sorry again. I'll go
14 ahead and let you go. Thanks for being with
15 Cincinnati Bell and Happy New Year.

16 DR. GLENDENING: You too.

17 GRACE: Thank you. Bye-bye.

18 (End of recording.)

19 Q. Was that the recording of the call you
20 made on the 27th?

21 A. Sounds familiar.

22 MR. HART: Let me stay up here. There's
23 one more call.

24 Q. When you came home on the 28th after the
25 person had been there --

1 A. Right.

2 Q. -- you found a note on the door that they
3 had been there.

4 A. Correct.

5 Q. So you knew somebody had been there.

6 A. On the 28th.

7 Q. Did you go and check the phone to see if
8 it worked?

9 A. Yes.

10 Q. Did you make any -- take any steps then
11 to contact Cincinnati Bell to tell them it wasn't
12 working?

13 A. No. I was supposed to contact them if it
14 was working.

15 Q. To ask for a credit.

16 A. Well, no. She said wait 24 hours. If
17 it's working, give us a call.

18 Q. And ask for the credit; is that what she
19 said?

20 A. She might have. That wasn't my.

21 Q. Didn't she say --

22 A. She talked about credits with that too.
23 My understanding was let us know.

24 Q. If you come home and it's not working,
25 call us immediately.

1 A. Right. I said I couldn't. That's why
2 she changed it to call us if you did.

3 Q. She also told you you could plug the
4 jack -- the phone into the jack in the box on your
5 wall and make calls from there, correct?

6 A. I didn't hear that part.

7 Q. Isn't that one --

8 A. I guess I could have.

9 Q. Isn't that one of your concerns?

10 A. Now that you say that, yeah, I guess I
11 could have. Boy, I could have gone out in the rain
12 and did it.

13 Q. The next day --

14 A. The 28th but that's a good point. That's
15 a good point. I hadn't thought of that.

16 MR. HART: Play one more.

17 A. What do I do? Plug in a phone, I guess.

18 MR. HART: This one is very short.

19 A. That's.

20 (The following is from a disk.)

21 RECORDING: Hi. You've reached the
22 confidential voicemail of Dr. Terry Sky Glendenning.
23 If this is an emergency, please hang up and dial 911.
24 All non-emergent callers please leave a message, and
25 I'll get back to you as soon as I can. Thanks and

1 make it a great day.

2 MONA: Good afternoon. This is Mona from
3 Cincinnati Bell Repair. I'm calling back to check
4 your phone service. I can see here it's supposed to
5 be they will come out tomorrow -- or yesterday
6 (inaudible) the tech or something. So if you need
7 more of our assistance, call us back at (513)
8 397-4357. We're open until midnight every day.
9 Thank you.

10 (End of recording.)

11 Q. I don't know if you could hear that very
12 well. A couple of questions about that. I will just
13 represent to you that was a call from the 29th, was
14 made to you.

15 A. Okay.

16 Q. Was that the voicemail greeting you had
17 on your phone?

18 A. Yeah, that would have been.

19 Q. You said it was the confidential
20 voicemail of Terry Glendening, correct?

21 A. Uh-huh.

22 Q. You said if it's an emergency, call 911.
23 What kind of people would call your house and need
24 instructions to call 911?

25 A. Nobody but that's a standard that we do

1 in the industry so any business phone, since that's
2 the one that's listed with the Ohio State Board, you
3 just do that. It also does a real good job of
4 turning off telemarketers.

5 Q. Have you heard that message before?

6 A. Well, sure. Oh, you mean the 29th?

7 Q. Yes.

8 A. I in -- later in January a colleague and
9 I were discussing felonies and we both had patients
10 who had been charged so we were trying to figure out
11 what they were. He said he had left a voicemail on
12 my -- on my voicemail at home. And so I -- I don't
13 remember whether I called from his office or whether
14 I used my cell phone. I probably called from his
15 office, if I could, so it's not a cell phone and I
16 got some recordings.

17 Now, I don't remember what the dates of
18 those were, whether they were January. It's possible
19 it was that one. I don't -- the sound quality on the
20 recordings that I have -- when I recorded the call or
21 the message after I heard it is so terrible that I
22 can't even hear what the date is.

23 Q. Well, did anybody else have access to
24 your voicemail?

25 A. No.

1 Q. Okay. So --

2 A. Well, no. Christmas Eve maybe but.

3 Q. On the 29th or after that, did anybody
4 have access to your voicemail?

5 A. I don't believe so. Family was in town
6 but.

7 Q. Okay. What I mean by that --

8 A. I don't know that anybody would have -- I
9 mean, the only thing I can think of if somebody
10 called and somebody else was trying to say, hey, did
11 so and so call. I don't know, go check, you know.

12 Q. Let me ask -- I don't think you are
13 understanding my question. What I am asking is did
14 anybody other than yourself have the capability of
15 calling in and retrieving voicemails from your home
16 phone?

17 A. Normally, no. What I'm saying is around
18 the holidays if somebody called -- well, no, they
19 wouldn't have been calling that because that number
20 wasn't working.

21 Q. You're still not understanding my
22 question. You understand if somebody leaves a
23 message on your voicemail, that you can call in and
24 listen to the message that they left.

25 A. Yeah.

1 Q. And did you do that?

2 A. I thought -- I thought your service had
3 to be working to do that, but then I found out at
4 some point --

5 Q. In response to a conversation with a
6 colleague you actually did and listened to messages.

7 A. When you call in to get your voicemail,
8 there is a password you have to enter to get that,
9 right.

10 Q. Is there anybody else in the world
11 besides yourself who knows that password?

12 A. Who would know it? Offhand probably
13 not -- I don't even remember at this point but what
14 I'm saying is if -- well, I don't know who would
15 have -- I could see a situation in which I could say,
16 oh, I don't know if somebody called and then I might
17 say, you know, give them the password at a particular
18 moment that they could call in.

19 Q. You would give somebody the right to call
20 and listen to your confidential voicemail?

21 A. If it's family or something like that.
22 Like I said, patients don't call that line.
23 Colleagues might. Patients don't call that line.

24 Q. So who have you let listen to your
25 voicemail?

1 A. Well, possibly family or friends.

2 Q. When you say possibly, I want to know
3 who --

4 A. I don't --

5 Q. You have no recollection of ever doing
6 that, do you?

7 A. No.

8 Q. So would you agree with me it's likely
9 that when you called in sometime in January after
10 this conversation with your colleague, that you would
11 have listened to whatever messages were on the
12 machine?

13 A. Right, right.

14 Q. And that didn't prompt you to call
15 Cincinnati Bell and say my home phone is still not
16 working, did it?

17 A. No. I wrote.

18 Q. In January, like January 2.

19 A. Right.

20 Q. So from --

21 A. Or February 6.

22 Q. From December 28 when you came home and
23 found the note on your door and your phone wasn't
24 working until January 22, 2012, almost a month, four
25 weeks, you didn't make any effort to contact

1 Cincinnati Bell to tell them --

2 A. No. I was waiting to hear what had
3 happened on the 28th. I was waiting to hear back --

4 Q. Okay.

5 A. -- what's going on. What's -- instead I
6 got a bill and that's what prompted the January 22
7 letter.

8 Q. Talk about the NID issue a little bit.
9 Going back to the photo you have, and we can look at
10 either one, first on Exhibits 5 and 6, are the
11 pictures of the terminals with the wire test the same
12 picture?

13 A. Yeah, yeah.

14 Q. Okay.

15 MR. HART: Your Honor, do you have one of
16 these?

17 EXAMINER FULLIN: Yes, uh-huh.

18 Q. Let's look at Exhibit 5 which --

19 A. Okay.

20 Q. -- you put on a caption at the top, says
21 "Connection into box looks clean and connection out
22 of box looks questionable." When you say "connection
23 into box," are you referring to the terminal posts at
24 the top of the picture?

25 A. Yes, yes. See how --

1 Q. Is there any wire attached to that at
2 all?

3 A. I don't think so. See how the gold, it
4 goes -- it goes directly -- it's nice and clean right
5 up.

6 Q. Because there is no wire attached to the
7 top of that, is there?

8 A. Perhaps not. It looks like it has -- see
9 the gold clasp? It looks like it has one of those
10 things that -- well, you will be able to tell if
11 there is a wire coming out of it.

12 Q. Why don't you look at Exhibit 5 --
13 Exhibit 6 because there is another picture on Exhibit
14 6 to the left that shows the entire interior of the
15 network interface device.

16 A. See these wires coming in? They go in
17 there. They go into the jack.

18 Q. You are talking about the wire that goes
19 to the jack.

20 A. Yeah. I don't know if there are wires up
21 in here.

22 Q. Okay.

23 A. But that connection looks clean. I don't
24 know.

25 Q. When you say the wire coming into the

1 NID, isn't that, in fact, this wire at the bottom on
2 the left side?

3 A. Right.

4 Q. Okay. That's actually connected to some
5 different posts in the interior of the NID, right?

6 A. Okay. Those go there, I guess. Looks
7 like it to me. You would know that better than I.

8 Q. The connection you were questioning at
9 the bottom, isn't there, in fact, bare copper wrapped
10 around those posts underneath the screws?

11 A. Well, that's my point is I don't know
12 that there is. See how this insulation -- you see
13 this right here, the fraying? It looks very possible
14 that underneath those screws there is some of this
15 insulation, see he had to cut that wire, that's part
16 of the aerial drop so he cut it that day and I was
17 thinking maybe he did not cleanly cut it and then
18 when he screwed it in, there's part of this
19 insulation that's, what it looks like to me, part of
20 this insulation is caught up under there.

21 Q. Okay. Are you -- have you ever installed
22 a phone line before?

23 A. No. I'm just.

24 Q. And did you look from the side to see if
25 there was copper -- bare copper wire behind the screw

1 posts?

2 A. What?

3 Q. Did you look from an angle -- do you have
4 any pictures that come from the side that shows
5 what's behind those screw posts?

6 A. I don't know that I could have gotten in
7 there. See it's inside of something. Are you
8 talking about behind the box?

9 Q. Taken from an angle, side angle as
10 opposed to straight on.

11 A. Well, no. See this is inside something.
12 No, I didn't. It looks to me like it's inside.

13 Q. Or from above, do you have any pictures
14 from above?

15 A. No. I would not have known to do that.

16 Q. Did you ever loosen the screw terminal to
17 see what's behind there?

18 A. No. I didn't think that was my option.

19 Q. Okay. You really just observed what we
20 can see from this picture; is that right?

21 A. I'm what?

22 Q. You are only commenting on what we can
23 see from this picture.

24 A. Right, right, right, and the fact that
25 the disconnect occurred on that day so I'm trying to

1 come up with an explanation.

2 Q. Let me ask you a couple of other
3 questions. If there was a break in the wire where it
4 goes through your wall, could that be a cause for the
5 problem you're experiencing?

6 A. Well, I assume so but then that would
7 have been there previously and I would assume that if
8 that connection is good, I would have still had
9 static but a dial tone.

10 Q. What causes static?

11 A. I don't know.

12 Q. Could it have been intermittent
13 connection causing static? You rely on the telephone
14 company to determine that, right?

15 A. Right.

16 Q. And so let's assume that the connection
17 on this terminal that you're questioning is a sound
18 connection, establishing that won't cure a problem
19 that's in the wire itself beyond that point, will it?

20 A. Right. That's why I'm questioning why
21 didn't they come out on the 27th.

22 Q. Okay. But let's -- let's address the
23 situation after the 27th. You know that somebody has
24 worked on the line and installed this box, correct?

25 A. Uh-huh.

1 Q. And you know somebody came out again on
2 the 28th and looked at what they could see on the
3 outside, correct?

4 A. Right.

5 Q. You weren't present so you don't really
6 know what they did.

7 A. Right.

8 Q. So you don't know whether they checked
9 the wiring or didn't check the wiring, right?

10 A. Correct.

11 Q. But the one thing you know they did not
12 do was check the wiring inside the house.

13 A. Correct.

14 Q. And would you agree with me to know if
15 you have a circuit established, you have to have
16 access to both ends of the wire?

17 A. Exactly.

18 Q. So if there's even a -- one end is
19 soundly connected, if there is a problem along the
20 length of the wire somewhere, you'll only know that
21 if you have access to the other end of the wire.

22 A. Right, which they had on the 27th.

23 Q. They have asked to come out again and
24 check that, correct?

25 A. Uh-huh.

1 Q. And you have not made any appointment for
2 them to do that.

3 A. No.

4 Q. Okay. Now, you said towards the end of
5 your presentation that you still want Cincinnati Bell
6 to come out and fix this; is that right?

7 A. That's correct.

8 Q. How do you propose they do that?

9 A. I will -- I mean, I will schedule an
10 appointment with them.

11 Q. And why haven't you done that in the past
12 year?

13 A. Because these issues were not addressed,
14 okay? And just as if you hired somebody to come out
15 and build a deck and they said, oh, yeah, we'll put
16 the foundation here, here, here and you come home and
17 the foundation is over here and you are no, no, you
18 can't do that because we are putting the air
19 conditioning box there, whatever, and then the guy
20 wants to just keep working the way he is going to do
21 it and you are saying no, no, hold on, I need an
22 answer why did you do this? Why did you put this
23 here?

24 Q. What difference does it make what the
25 answer is?

1 A. What difference does it make what the
2 answer is?

3 Q. Yes.

4 A. Because then I would know that Cincinnati
5 Bell cared about the fact that they missed the
6 appointment. I would know that they had -- when
7 there were contradictions in what they were saying, I
8 would know which side it was. I would know that
9 somebody -- you know, I said, well, look, I'm here on
10 the 27th. You want to come out tomorrow. I can't be
11 there. Okay. If somebody writes me back and says,
12 okay, here is what he tried, it didn't work, I would
13 know that at least they are trying to keep up, but
14 they are waiting for me to call when they know I
15 can't call and --

16 Q. Well, you could have called. There's
17 phones. There's lots of phones, aren't there?

18 A. I suppose I can go out and look for a pay
19 phone, but Cincinnati Bell didn't want me to call.
20 They wanted a contact phone number where they could
21 establish that I was there before they would come
22 out. How am I supposed to do that? I can't bring a
23 pay phone to my house.

24 Q. Did you ever call Sue Jobe?

25 A. Who?

1 Q. Who is the lady that wrote you the
2 letter?

3 A. Oh, Sue somebody. I don't think so.

4 Q. Okay.

5 A. No. I kept writing.

6 Q. And she left you a voicemail to call her,
7 didn't she?

8 A. If she did, that -- I don't -- she didn't
9 leave me one.

10 Q. Isn't that part of one of your questions
11 as to question --

12 A. Oh, yes, so that's one of the ones I
13 have, yeah, and she didn't say leave a message -- I
14 mean, she didn't say call for an appointment.

15 Q. Did she call and leave her name and
16 number?

17 A. She probably did that, yes.

18 Q. Okay. So you had a contact person
19 outside the normal repair number, correct?

20 A. Uh-huh.

21 Q. Somebody whose an Executive Complaints
22 Specialist, correct?

23 A. If that's her position.

24 Q. And to this day, which I guess would
25 probably be 10 months at this point, you still never

1 called her?

2 A. No. I have written to her.

3 Q. But you have still never called her.

4 A. True.

5 Q. And you still never called the repair
6 number.

7 A. Correct. I've written Cincinnati Bell.

8 Q. All right. Now, is the goal here to get
9 your phone repaired?

10 A. The goal is to get my phone repaired and
11 to understand what's going on with all of this and
12 why when a repair is scheduled for one day that
13 somebody -- and I'm told that I have to be there and
14 then somebody comes another day, why nobody tells me
15 he is there and then nobody shows up when they are
16 supposed to be there. Nobody lets me know.

17 Q. What is the answer if we just screwed up
18 and made a mistake?

19 A. Somebody had said, you know, we screwed
20 up and made a mistake and we will compensate you for
21 your lost time, that would have been different.

22 Q. So it's all about the compensation for
23 the time.

24 A. It's about the acknowledgment of the
25 sacrifice the customer made.

1 Q. Okay. Let me ask you this, if they had
2 fixed the phone on the 27th, you still would have
3 lost the time from work, correct?

4 A. Right.

5 Q. And you said I think on that call that
6 you were going to make up that time on Saturday.

7 A. Right. That's what I attempted to do.

8 Q. Okay.

9 A. But they were not in town.

10 Q. What are your normal working hours?

11 A. It varies depending on -- depending on
12 the appointment. I may have a -- if I consult with a
13 group and they have got a weekend retreat, it could
14 be, you know, weekend, evenings. If I've got people
15 that need something in the morning, it's morning. If
16 I've got people, it varies.

17 Q. Okay. Now, did you ever attempt to
18 schedule a time at your convenience for a repair
19 visit?

20 A. No.

21 Q. Okay. Are you aware Cincinnati Bell
22 offers repair visits during evenings and weekends?

23 A. No, I was not aware of that.

24 Q. Did you ever ask that question?

25 A. Did I ask that question? No. I looked

1 at the bill which says repair open -- or repair --
 2 well, when the -- on the 27th -- I didn't hear that
 3 in the recording. She said it's almost 5 o'clock so
 4 I'm assuming they are done at 5. I mean, why else
 5 was she telling me it's almost 5 o'clock?

6 Q. Did you hear on the other recording that
 7 we are available until midnight, that our office is
 8 open until midnight?

9 A. I didn't hear that.

10 Q. But what I'm --

11 A. She did on the 27th? I didn't hear that.

12 Q. What I'm getting at you never asked a
 13 question is there a way you can come when I would be
 14 home, did you?

15 A. I don't believe so, no, because at that
 16 point it's about getting my questions answered before
 17 having someone in -- come in and potentially do even
 18 further damage.

19 Q. Now, you mentioned Cincinnati Bell retail
 20 stores, and I think something about returning your
 21 modem. Did you return the modem?

22 A. No. I've got it right here.

23 Q. Okay. You knew that's something you were
 24 supposed to do was return the modem to a store.

25 A. Well, I was planning to have Cincinnati

1 Bell continue.

2 Q. Okay.

3 A. I just -- I couldn't wait any more. I
4 had a work project over Thanksgiving, and I needed
5 internet, secure internet access, at times in the
6 day. You know, a lot of times I'm writing my reports
7 it's late at night. I am not going to interfere with
8 someone else. So I couldn't wait any longer so I
9 went to Time Warner Cable's retail store and said can
10 you set me up and.

11 Q. You just did that like a month ago.

12 A. Right, Thanksgiving weekend.

13 Q. Now, you are aware Cincinnati Bell has
14 retail stores, aren't you?

15 A. Yes, but they didn't give me the option
16 to go there and make an appointment.

17 Q. Have you ever gone to one?

18 A. No.

19 Q. Did somebody say don't go there?

20 A. No.

21 Q. Are you aware you could have gone there
22 and been in touch with the repair department there?

23 A. I was not aware of that.

24 Q. Okay.

25 A. That's -- they kept saying call. If they

1 had said call or visit a retail store, that was one
2 of my questions so this is new information. That's
3 why one of my questions --

4 Q. At the --

5 A. -- was Time Warner allowed me to set up
6 an appointment through the retail store; why wouldn't
7 have Cincinnati Bell?

8 Q. Well, that's a question --

9 A. I was not given that option.

10 Q. You have supposed in the documents you
11 have presented here. My question to you is did you
12 ever ask that question of Cincinnati Bell?

13 A. No.

14 Q. Okay. So the first time we are hearing
15 the question is in your formal presentation in this
16 case.

17 A. Right, because I just -- just realized I
18 was wondering how I was going to get internet and I
19 was in the Scape Mall and saw the store. Hey,
20 listen, I don't have a phone. How can I get that
21 taken care of? They are like we can do that.

22 Q. Did you see the Cincinnati Bell in the
23 Scape Mall?

24 A. It's right cross the mall.

25 Q. Did you go there and ask them?

1 A. At that point, no, because I need these
2 questions answered.

3 Q. Is Scape Mall a place you go regularly?

4 A. No. It's Christmas, you know.

5 Q. It's a place you do shop at occasionally.

6 A. I probably do twice a year.

7 Q. Okay. But it's a place that's convenient
8 to you; it's near your home.

9 A. Fairly, yeah.

10 Q. Between there and the places that you do
11 business.

12 A. Most of my business places are Milford,
13 Anderson, some out in the more remote areas, northern
14 Kentucky, I haven't practiced there for a while.

15 Q. Okay.

16 A. Amelia, Batavia.

17 Q. Did you write a letter to Time Warner
18 asking them to give you an appointment?

19 A. No. I stopped by their store.

20 Q. Okay. And what caused you to go to the
21 Time Warner store?

22 A. I was passing by it while I was in the
23 mall.

24 Q. Happened to see it.

25 A. Right, yeah.

1 Q. Okay. Now, did they have to come inside
2 your home to install the phone?

3 A. Uh-huh.

4 Q. Okay. And you let them do that?

5 A. Uh-huh.

6 Q. When did they come?

7 A. Thanksgiving weekend.

8 Q. Did they give you an appointment window?

9 A. Yeah.

10 Q. And you stayed home for that window?

11 A. Well, it was a Saturday.

12 Q. Okay. So they had a Saturday appointment
13 that was convenient to you.

14 A. Over a holiday weekend, yeah. It might
15 have been Friday or Saturday. It might have been
16 Friday. I've established Friday as a -- I do billing
17 in the morning, and then I'm free.

18 Q. Did you have Time Warner Cable television
19 before you got their phone service?

20 A. Yes.

21 Q. So they had -- all the work they did was
22 inside.

23 A. Right. Well, he did something outside,
24 but I didn't go out with him.

25 Q. Okay.

1 A. He said he was going to set up or -- I
2 don't think he said turn it on. It was something
3 about he had to do outside.

4 Q. When you got the cable installed?

5 A. When I moved in.

6 Q. Like 20 years ago?

7 A. Right.

8 Q. Okay. And they put wire down the side of
9 your house.

10 A. It was already there.

11 Q. Oh, it was, okay.

12 A. Like I didn't install it.

13 Q. If you know, how did they connect their
14 cable system to your telephone wires?

15 A. They didn't.

16 Q. Were your phones connected too?

17 A. It comes in on their wire.

18 Q. You still plug the phones into the jack
19 in the wall?

20 A. No.

21 Q. Where do you plug your phones into?

22 A. It goes into their modem.

23 Q. You just have the one phone?

24 A. Right.

25 Q. So you're not using your inside wire at

1 all?

2 A. Right.

3 Q. Okay. Just curious because these are
4 things we don't know.

5 All right. Let's talk about the NID a
6 little bit more. You've already said you really
7 don't have any expertise in wiring a telephone. Do
8 you have any expertise in how a NID should be
9 installed?

10 A. No.

11 Q. Or where it should be installed?

12 A. Do I have expertise? No.

13 Q. Do you know of any regulations that
14 control where it can be?

15 A. The one that you all referred me to.

16 Q. Do you know of anything else that
17 dictates where it can be?

18 A. The ones in the letters from I think Sue
19 and Robert both referred to at one point.

20 Q. The FCC rule, we have referred to the
21 Part 68 Rule, right?

22 A. It's -- it reads differently.

23 Q. All I am asking you do you know of
24 anything independent of the rule they provided to you
25 that --

1 A. Oh, no.

2 Q. -- that governs it? All right. And do
3 you know of any rule that says whether a NID can be
4 inside or outside?

5 A. No.

6 Q. Or anything about how it's attached to a
7 house?

8 A. No.

9 Q. Would you agree with me that the wire
10 that comes out of the new NID and into your house is
11 less than 12 inches long?

12 A. Yes.

13 Q. Now, you wrote a letter in February,
14 February 17, I believe, asking that your phone be
15 disconnected.

16 A. Uh-huh.

17 Q. Okay. And the disconnection notice that
18 you got after that -- let me strike that.

19 The disconnection notice that you got
20 from Cincinnati Bell for nonpayment came after you
21 had actually asked for your phone to be disconnected.

22 A. Right. And they said it could not be
23 disconnected unless I call them.

24 Q. Who said that?

25 A. Sue.

1 Q. When did she say that?

2 A. I don't think that's one of the items
3 here. Oh, wait. It doesn't look like it's in any of
4 the ones we've already put in. Let me see if I have
5 got another one. Let's see if I reference it in the
6 disconnect.

7 Q. Is it fair to say whatever you were
8 thinking was in a letter she wrote to you?

9 A. Yes.

10 Q. Okay. It's not a conversation you ever
11 had with her.

12 A. Correct.

13 Q. Did you ever call in and ask for service
14 to be disconnected?

15 A. No. I didn't have a personal phone.

16 Q. Okay.

17 A. It was one of the letters she wrote. I
18 don't have it.

19 Q. Well, we can move on. Whatever is in the
20 record is in the record. Is it true that Cincinnati
21 Bell credited your bill back to December 24, 2011?

22 A. Yes, yes. That was after the formal
23 complaint was filed.

24 Q. Okay. And all the bills you have put
25 into evidence here today, you didn't pay any of

1 those, did you?

2 A. Retracted or whatever.

3 Q. You didn't pay those.

4 A. No, no. In fact, you sent a refund check
5 to go from the time that I had paid for that half --
6 the half of that -- like bill I was talking about
7 earlier where the out of service so from the 24th
8 until I guess the 7th you all refunded \$47, I believe
9 it was.

10 Q. So you had paid --

11 A. Everything is paid back and taken off,
12 yes. That's a good point. I don't mean to imply
13 that's still out there. That was credited as of the
14 formal complaint or shortly thereafter.

15 Q. The bill you paid you paid earlier in
16 December --

17 A. Right.

18 Q. -- for a period that covered past when
19 you had the problems.

20 A. Right, right.

21 Q. Okay. Now, is it true you have not made
22 a single personal call from December 24, 2011, until
23 you had the Time Warner phone installed?

24 A. Yeah. When you all asked me that, I
25 thought, wow, that just seems amazing, but I honestly

1 believe from -- well, no, I did on the 27th. I
 2 borrowed Jamie's phone on the 27th because I had to
 3 find out some medical results, but I honestly believe
 4 I have not made a personal call since then. I
 5 brought -- if you need them, I have a card from my
 6 mom. I have notes left on the door. People stop and
 7 leave notes on the door. I have -- my friends and I
 8 have regular activities together.

9 Q. Okay. Now, I want to go back over a few
 10 of the things that you've presented today, if I can.

11 A. I can give you a good example of that, as
 12 a matter of fact. I do some work with certain groups
 13 and there was one group with whom we have multiple
 14 consultants and I -- each one of us was going to
 15 bring one or two pizzas so that the adolescents
 16 involved would be covered and I remember calling and
 17 picking it up and going straight there and thinking,
 18 wow, this is so much easier when I have to come and
 19 order and sit there and wait and then go home so even
 20 as simple as calling for a pizza, I have not used a
 21 personal phone.

22 Q. Okay. Let me ask -- this is going to be
 23 a little disjointed because I'm trying to find some
 24 of your documents but you made some comments on the
 25 answer that was filed in this case. I would like you

1 to get that so we can look at it.

2 A. Okay.

3 Q. I'm trying to find where your commentary
4 addresses it. I want to address your outline on the
5 repair attempt which --

6 EXAMINER FULLIN: Should be -- I believe
7 that's Complainant's Exhibit No. 2.

8 A. No. 2.

9 Q. Okay. The last page of that, the middle
10 of that page under the date July 23, you quote from
11 the answer item 11, do you see that?

12 A. Is that the first 7 through 23 or second?

13 Q. Second, middle of the page.

14 A. Right. "CBT has the right to establish,"
15 there you go.

16 Q. You wrote "CBT has the right to establish
17 the demarcation point at Glendening's home at the new
18 NID" and ellipsis "to maintain service only to that
19 point," correct?

20 A. Correct.

21 Q. And if we look at the actual answer,
22 paragraph 11, it says "CBT acknowledges
23 responsibility to put Glendening's line in working
24 order up until the original network interface device
25 inside her house," correct?

1 A. Yes.

2 Q. And I'll skip the next sentence, says,
3 "Furthermore, once any necessary repairs have been
4 made in the line between the old NID and new NID,"
5 and that's where you picked up your quote, correct?

6 A. Yes.

7 Q. So you omitted the part about "Cincinnati
8 Bell would first repair the entire line."

9 A. Well, yes, I did because that wasn't the
10 point I was making then. The point -- if I had
11 included that top part, then that issue I sort of had
12 taken care of with the comment that I made
13 wherever -- where "CBT acknowledges responsibility,"
14 et cetera, et cetera, that contradicted the letter of
15 April 18 which says, I think it was the 18th, that
16 "CBT is responsible for providing service to the NID
17 service." Beyond the NID is considered inside wire
18 and then is, you know, talking about that NID and
19 then the wire coming out of there as being my
20 responsibility so I didn't want to repeat that
21 concern.

22 I was trying to sort of separate these
23 out so each one could be looked at so, yes, I'm
24 not -- I'm not saying that -- and at the settlement
25 conference we talked about that but the -- but this

1 answer was the first -- this was -- this was the
2 first indication that I would not be charged for
3 that. The letter from Sue and from Robert had both
4 said anything beyond the network interface device is
5 customer responsibility.

6 So at that point they were -- and if I
7 had called to schedule an appointment before this
8 came out, then they were going by what they said in
9 their letters in March and April or February and
10 March, I don't remember which but. And so it wasn't
11 until you acknowledged in this answer, okay, and then
12 if you recall, at the settlement conference we talked
13 about I will make myself available on Friday.

14 Okay. But then as I was thinking about
15 that, I thought, wait, does that mean that I'm
16 supposed to accept this outdoor NID? I'm not
17 comfortable with that.

18 And the other thing was that I wanted to
19 make sure I had -- I had put on record that still
20 doesn't constitute me being okay with that. I want
21 to get that done, but I want to make sure it's not
22 assumed that that means that I'm okay with an outdoor
23 NID.

24 Q. I'm trying to understand whether you're
25 still complaining that Cincinnati Bell is trying to

1 put the onus on you to fix the wire between the NID.

2 A. No. Now, Mr. Hart, what I'm trying to
3 show here is I'm getting all kinds of contradictory
4 information. I have no idea whose saying what when
5 and, you know, people are scheduling one day, coming
6 a different day, not coming that day, saying this in
7 this paper, that in that paper. I need answers. I
8 need it to be figured out before I go ahead and say,
9 okay, now, let's move on. I mean, that's what I'm
10 trying --

11 Q. You spent a great amount of time looking
12 for contradictions, haven't you?

13 A. The contradictions are there.

14 Q. But you have still spent a lot of time --

15 A. Looking for it, no.

16 Q. Yes.

17 A. Noticing, yes, I noticed them and said
18 hold on. Customers should not have to go through
19 this. I will say this though, that there was a point
20 at which in your answer, if I recall, where it
21 sounded like you did want to opt out of not doing
22 that, and I don't remember when that was. I don't
23 believe I referenced it but.

24 Q. Can we move on and you find that later
25 or?

1 A. As long as you're satisfied with
2 understanding.

3 Q. I want to go back to the first page of
4 your repair attempt memo which is, I guess, Exhibit
5 2, the second entry under February 23, 2012.

6 A. Okay.

7 Q. Again, you are quoting from a Cincinnati
8 Bell letter when you say "Since the test showed
9 undetermined" ellipsis "a repair technician was being
10 dispatched on 12-24-11 to replace the aerial drop,"
11 correct?

12 A. Oh, right there, yes.

13 Q. That's your quote.

14 A. Right.

15 Q. Do you have the letter February 23 handy?

16 A. Yes.

17 Q. Exhibit 3?

18 A. Yes.

19 Q. Okay. And I just want to read the part
20 that you omit with the ellipsis. It says "we called
21 your home to advise you that a repair technician was
22 being dispatched," correct?

23 A. Right, right.

24 Q. So you chose to omit from this proceeding
25 the phrase "we called your home to advise you."

1 A. Okay, yes.

2 Q. Okay.

3 A. Yes. You seem insistent on we call you.
4 I've already established that calling I don't have a
5 way to receive the call.

6 Q. Well, the 24th your phone was working,
7 correct?

8 A. Yeah. It still --

9 Q. You had voicemail.

10 A. Well, how would I get to it?

11 Q. By picking up the phone.

12 A. I did not know -- I thought if your
13 service is out, your service is out. It wasn't until
14 the end of January somebody is saying, well, wait,
15 you can try.

16 Q. Well, hang on a minute. Your service
17 wasn't out on the morning of 12-24.

18 A. But I wasn't home.

19 Q. I understand that, but it wasn't out.

20 A. Right.

21 Q. And they say somebody called you to tell
22 you they were coming, right?

23 A. That's what they are saying.

24 Q. Okay.

25 A. But nobody -- I didn't receive a phone

1 call. If they called me, I wasn't home.

2 Q. You weren't there but you had voicemail?

3 A. Okay. But I didn't receive a call.

4 Q. Okay. I'll ask you do you know what
5 letter it is? You talked about receiving the
6 voicemail or retrieving the voicemail, I should say.

7 A. It depends on what I did. I know it was
8 late January, so it's going to be either the
9 January 22 or the February 6. If I have not yet
10 gotten it in January, it will be --

11 Q. I found it. It's the February 6 letter.

12 A. Okay. Well, that lets us know when I
13 retrieved it was between January 22 and February 6.

14 Q. Exhibit 8, I guess, okay. Now, you --
15 somebody, I guess a colleague of yours, said they
16 left you a message that you didn't know you had
17 received, correct?

18 A. Right. We both had felons that we were
19 trying to figure out what to do.

20 Q. And then you somehow accessed that
21 voicemail, right?

22 A. Yeah. He is the one that said why can't
23 you call from out there. I said because my phone
24 service isn't working. And he is like, well, call,
25 and I just heard on your recordings here that it went

1 through to my voicemail. I thought -- I mean, I
2 thought it was like an answering machine.

3 Q. I am not asking you that. I'm just
4 asking you how did you know how to access the
5 voicemail?

6 A. Oh, Stan -- my colleague told me.

7 Q. Okay. And did you do that on more than
8 one occasion?

9 A. I don't think so, no. Well, I don't
10 know, but I don't think so because who would be
11 calling? Everybody knew my service was gone.

12 Q. All right.

13 A. You know what? Maybe there is other
14 voicemails.

15 Q. Well, let me ask you briefly about the
16 letter you received from Stephen Watson at the
17 Commission dated May 22 --

18 A. Okay.

19 Q. -- which I guess is an exhibit.

20 A. That would be on record. That's on an
21 exhibit but it's -- oh, yeah, it's 12, sorry.

22 Q. I think it's 20. No, you're right, it's
23 12. It's 12. Now, these are things that somebody
24 from the Commission is reporting to you, correct?

25 A. Correct.

1 Q. And that person is not here to testify,
2 right?

3 A. Oh, correct.

4 Q. And you personally don't know what the
5 interaction was between that person and Cincinnati
6 Bell, do you?

7 A. You're right, I don't.

8 Q. So you don't know whether what he is
9 reporting to you is actually what CBT reported to
10 him.

11 A. You are correct, I don't.

12 EXAMINER FULLIN: Is that coming from
13 outside?

14 THE WITNESS: Yeah, car alarm.

15 MR. HART: Somebody just stopped it.

16 I think I'm just about done. If I can
17 have just a moment to gather myself.

18 EXAMINER FULLIN: Okay.

19 (Off the record.)

20 MR. HART: Back on the record.

21 EXAMINER FULLIN: Okay.

22 Q. (By Mr. Hart) Just a couple of things,
23 Dr. Glendening. Have you ever reviewed the terms of
24 service of Cincinnati Bell?

25 A. No, I haven't.

1 Q. All right. And you have made some
2 statements about what you expected their credit
3 policy to be. Have you ever seen anything promising
4 you credits for any particular kinds of problems?

5 A. No.

6 Q. All right. And Cincinnati Bell never
7 represented to you that you would get a credit you
8 didn't get?

9 A. Well, the recordings you just played I
10 noticed that when I asked so is the problem I'm
11 having determining whether I get credit, she said no.
12 And the second thing in this was when I submit a
13 credit request, you'll be credited. That contradicts
14 what was said in the settlement conference that we
15 don't typically give credits. So here again --

16 Q. Which call are you referring to --

17 A. -- contradiction.

18 Q. -- first of all?

19 A. I think there were two separate ones. I
20 think one was the 27th and one was the 16th or 17th.
21 16th or 17th, whichever one that was. That's when
22 the person that was first had -- because I asked, oh,
23 you mean she was explaining, you know, why it had to
24 go to them and I said you mean the problem I'm having
25 determines whether I get credit and she said no and I

1 think in the 27th something about the credit request
2 and then you will be credited which doesn't --

3 Q. Is that what she said, you would be
4 credited for the time you didn't have the service?

5 A. I thought it was the time the service
6 was -- that's a good point.

7 Q. She didn't say --

8 A. I couldn't hear -- yeah, hear that
9 specific.

10 Q. She didn't say you got credit for static.

11 A. Oh, she meant after?

12 Q. Your service was out since the 24th,
13 right?

14 A. So that's what she was talking about?

15 Q. I'm just asking you what the conversation
16 was.

17 A. I assumed it was while my -- we would
18 have to play it again because it -- well, no, because
19 in the first one it was before the 24th.

20 Q. I'm talking about the conversation on the
21 27th.

22 A. Right, but both of those recordings had
23 it.

24 Q. At that point you had been out of service
25 since the 24th, right?

1 A. Out of service?

2 Q. Yes.

3 A. Yes. That was on the 27th but the first
4 one was when I was asking is it the problem that
5 determines whether you get credit, and she said no.

6 Q. That's the 16th. I am not talking about
7 that conversation.

8 A. That's the 16th.

9 Q. I want to focus on the 27th now only.

10 A. I'm answering your questions have you
11 ever been told you would get credit.

12 Q. That wasn't the question I asked you.

13 A. Okay. I'm sorry.

14 Q. On the 27th, you had been out of service
15 since the 24th.

16 A. Right.

17 Q. And you knew they were going to send
18 somebody out on the 28th to check the outside.

19 A. Right.

20 Q. And she said if the service is working,
21 call back to determine what the credit would be which
22 would be established by when you were out of service.

23 A. What I heard -- maybe we should play it
24 again -- call back and not call back to. I heard
25 call back and because now maybe that's just in my

1 head but my impression of the conversation we were
 2 having I was -- I was acquiescing about the fact they
 3 weren't there that day when they were supposed to be
 4 and I was trying to be accommodating thinking, okay,
 5 it's probably from the outside. I'll let them come
 6 the next day if that's what you guys think. Then
 7 I'll go with that, and so when she is saying let us
 8 know if it's working, I'm -- to me that's part of the
 9 whole conversation. If she added credits, that -- to
 10 me that's a part of saying because then it's finished
 11 and, you know, not as a separate issue, not as the
 12 identified issue but rather one piece of the global
 13 picture of the repair.

14 Q. At the point you had that conversation on
 15 the 27th, you had already been out of service,
 16 correct?

17 A. Right.

18 Q. And it was undetermined when your service
 19 would be working again, right?

20 A. It was what?

21 Q. It was undetermined.

22 A. Correct.

23 Q. So only after the service would be
 24 restored could anybody determine what period you had
 25 been out of service.

1 A. Oh, right. I wasn't trying to get
2 credits right then. That's what everybody seems to
3 misperceive. I was not trying to get credits right
4 way. I was trying to establish an accurate history
5 of the problem.

6 MR. HART: Okay. That's all my cross.

7 EXAMINER FULLIN: All right. Mr. Hart,
8 let me ask you something here, you pointed her to
9 point No. 11 of your answer. I think it was in the
10 context of saying that when she quoted it, she chose
11 to include certain parts of the sentence and not
12 others.

13 MR. HART: Right.

14 EXAMINER FULLIN: I don't know how to ask
15 this because, again, I don't know that we are going
16 to have your witness talk about this or not, but you
17 did point her to the last part of the paragraph which
18 talks about CBT having the right to establish the
19 demarcation point once the repair of the total line
20 has been made, and I didn't know if you were pointing
21 to that to -- you know, basically to establish the
22 truth of that statement or not, but I'm interested in
23 what the legal authority for that sentence is.

24 And since it's in the answer I don't know
25 that we will have testimony about it. I was kind of

1 curious whether you would be able to provide that or.

2 MR. HART: You will have testimony to
3 that point.

4 EXAMINER FULLIN: Well --

5 MR. HART: It won't be from me. You will
6 have testimony on that point.

7 EXAMINER FULLIN: Okay. That's basically
8 what I am asking.

9 MR. HART: Yes.

10 - - -

11 EXAMINATION

12 By Examiner Fullin:

13 Q. Okay. I think I only have a couple of
14 simple questions for you. When you had the service
15 with Cincinnati Bell, what service did you have? I'm
16 thinking from what I'm hearing you might have had an
17 internet service and a telephone service?

18 A. Yes. It was called Complete
19 Connections -- wait. Is the internet a part of
20 Complete Connections or is that separate? I'm sorry.

21 Q. You have to testify from your own
22 knowledge.

23 A. Sorry. I had Complete Connections for
24 the phone service, and I had Zoomtown high speed
25 internet, I think.

1 Q. Okay. And then now since Thanksgiving
2 you have Time Warner --

3 A. Correct.

4 Q. -- providing both telephone service and
5 internet service?

6 A. Yes, sir.

7 Q. And they are not providing that -- they
8 are providing that over their own cable rather than
9 telephone lines?

10 A. Correct. Phone jacks come in the
11 package. It's the package you see on T.V. right now.

12 Q. I don't because I'm in Columbus.

13 A. Oh, you're right.

14 EXAMINER FULLIN: Okay. I think those
15 are the only questions that I had. So do you have
16 anything further that you would like to present
17 before closing your presentation of the case?

18 THE WITNESS: Oh, will I have a chance to
19 just make a concluding statement at the end of it?

20 EXAMINER FULLIN: Yes. Aside from that
21 when we are all done with their presentation and your
22 presentation, you can make a closing argument which,
23 again, will be something that you can do to summarize
24 what you think you've shown, focus my attention on
25 the arguments, but it won't be testimony. I won't

1 refer to your closing argument and say, here, you
2 know. I won't rely on that for anything other than
3 persuasiveness of it when you -- what you have done
4 and what you have shown.

5 THE WITNESS: I would like to point out
6 on one of the recordings we heard on the 16th or 17th
7 that I did specifically ask so is it the problem that
8 I am having that determines whether I get credits,
9 and she did answer no which would tend to suggest
10 that I was going to get credits for the staticky time
11 prior to the 25th.

12 EXAMINER FULLIN: There you are referring
13 to the conversation on the 16th, I believe.

14 THE WITNESS: Or the 17th.

15 EXAMINER FULLIN: Or the 17th, but not
16 the 24th. Because on his cross-examination he was
17 limiting you to talking about the 24th, but you want
18 to point out that your recollection and recalling
19 what you heard that the topic came up on the 16th and
20 17th.

21 THE WITNESS: Right.

22 EXAMINER FULLIN: That's why you are
23 adding that testimony.

24 THE WITNESS: Which would suggest there
25 was credits given for that time and that directly

1 contradicts what was presented in the settlement
2 conference.

3 EXAMINER FULLIN: Which happened after
4 those phone calls occurred.

5 THE WITNESS: Right.

6 EXAMINER FULLIN: Do you have anything
7 else?

8 THE WITNESS: I just wanted to -- he was
9 taking about what I omitted, and it seemed like it
10 was perceived as some sort of a strategic omission
11 rather than organizational. But I think the part
12 that I omitted was addressed in a separate item.

13 Let's see, so -- well, yes, in a separate
14 item I was talking about the contradiction of putting
15 the working -- putting the line in working order. I
16 don't think I specifically referenced that paragraph,
17 but it was another one with the same topic and that
18 is why I didn't continue to include it for the topic
19 of something that was totally different.

20 EXAMINER FULLIN: I'm thinking about
21 reading this transcript like a month or more from
22 now, and it would be helpful if you could be more
23 specific about the topic you are talking about.

24 THE WITNESS: He just said -- in item 11
25 he pointed out that I -- I only referenced, I think

1 this is the bottom three lines, "CBT has a right to
2 establish the demarcation point at Glendening's home
3 with a new NID." The reason I took only those lines
4 was because that was the topic I was using at the
5 time. I had already or subsequently dealt with the
6 contradictions in putting the line -- or who had
7 responsibility for the line that was the original
8 drop.

9 EXAMINER FULLIN: It helps you pointing
10 me to section 11 because -- of the answer because I
11 didn't know that's what you were talking about
12 before.

13 THE WITNESS: Okay.

14 EXAMINER FULLIN: Before you said that.
15 That's helpful. Anything further?

16 THE WITNESS: I can't think of anything.

17 EXAMINER FULLIN: Okay. Then at this
18 point -- well, I guess before you rest I would accept
19 a motion from you or even make a motion on my own for
20 the admission of the exhibits. So if you wanted to
21 move for the admission of all the exhibits, I will
22 entertain that and wait to hear if there is any
23 objection from the other side.

24 THE WITNESS: I'm supposed --

25 ATTORNEY EXAMINER: In other words, I

1 kind of did it for you. Are you offering all 23
2 exhibits?

3 THE WITNESS: Yes.

4 EXAMINER FULLIN: At this time is there
5 any objection to the admission of -- we can go
6 through them one by one, whatever is most efficient.

7 MR. HART: Your Honor, I guess I don't
8 object to their admission. I guess I would take the
9 position that the usefulness of many of them is
10 limited to the fact of them as opposed to the truth
11 of them because there is a lot of hearsay contained
12 in many of these documents that's not really been
13 verified. So certainly she's identified them. They
14 were, you know, documents that have been exchanged
15 and so forth so they could be admitted exhibits, but
16 I don't know what evidentiary value they have,
17 particularly the ones that she created as essentially
18 argument which she's basically read so I don't know
19 that those are appropriate as exhibits so much as
20 they would be argumentation.

21 EXAMINER FULLIN: I made an earlier
22 ruling when you were -- tried to get her to separate
23 the argument from the facts. As I thought about it
24 as we proceeded, I still think it was a good idea
25 because she spent a lot of time putting the case

1 together setting out some facts and going to each one
2 putting the argument right next to it and that way it
3 reminded me a little bit like a brief and, you know,
4 I find that helpful. Instead of a brief we've got
5 what kind of looks like a brief because it sets out
6 facts, makes an argument, points you to where she is
7 making that argument, so I'm going to admit the
8 exhibits.

9 And I do note some of them have hearsay,
10 and we'll have to decide on the evidentiary value,
11 but I don't think it really -- I think it would have
12 cost us even more time if I would have forced an
13 inexperienced person to try to separate the -- she
14 kind of organized the case in the way she wanted to
15 present it, and I appreciate that.

16 (EXHIBITS ADMITTED INTO EVIDENCE.)

17 MR. HART: I'm just suggesting they
18 aren't really evidence. They are more like you say,
19 a brief.

20 EXAMINER FULLIN: So I want them in the
21 record to be able to rely on and given the
22 appropriate amount of weight and do my evaluation and
23 have the Commission do its evaluation about what
24 facts are to be relied on and what are arguments they
25 either buy or don't buy based on the record as a

1 whole.

2 MR. HART: Okay.

3 EXAMINER FULLIN: On that basis I am
4 going to admit all 23 exhibits at this time and note
5 your objection and your -- if it wasn't an objection,
6 note your explanation of how it is that you expect
7 them to be considered, and I think my answer is
8 responsive to that.

9 So all of your exhibits are admitted, and
10 you've said you are finished with your testimony so
11 do you rest at this point in terms of presentation of
12 your case and allow the other side to present theirs?

13 THE WITNESS: The one thing in my
14 conclusion that I haven't brought up is I'm
15 requesting a refund for the period of time from 10-5
16 to 12-24. I was going --

17 EXAMINER FULLIN: Is that in the area we
18 were just talking about, the area -- period of time
19 during which you claim to have static?

20 THE WITNESS: There was static.

21 EXAMINER FULLIN: Okay.

22 THE WITNESS: And obviously, you know,
23 money is not the issue. I could have accepted your
24 over \$300 worth of service credits in the settlement
25 conference.

1 EXAMINER FULLIN: Well, again, here you
2 are telling me what you are going to argue in terms
3 of what you are entitled to?

4 THE WITNESS: Sorry?

5 EXAMINER FULLIN: So if you have
6 presented all the facts you want to about the fact
7 that you were out of service during this period, I
8 think that's a crucial point, and during oral
9 argument you can make whatever arguments you want --

10 THE WITNESS: Okay.

11 EXAMINER FULLIN: -- about what those
12 facts show in terms of what your relief should be.

13 THE WITNESS: Okay. Oh, I see.

14 EXAMINER FULLIN: So I'll allow you to
15 speak but what I'm hearing you -- when you start to
16 describe it, you are basically making arguments again
17 about why you are entitled to it. I'm interested to
18 hear that but, right now, I don't think you are
19 entering new facts into the record.

20 THE WITNESS: No, sir.

21 EXAMINER FULLIN: You can bring that up
22 when it comes time for closing arguments.

23 THE WITNESS: Got it.

24 EXAMINER FULLIN: Okay. So you've
25 rested?

1 THE WITNESS: Yes.

2 EXAMINER FULLIN: And, now, we will have
3 the presentation of the -- of the company.

4 MR. HART: Before I do that, your Honor,
5 I guess I would renew my motion to dismiss. I guess
6 technically the form would be motion for judgment at
7 this point.

8 EXAMINER FULLIN: I am not really willing
9 to do that at the hearing.

10 MR. HART: I understand that. For the
11 record I'm making that motion.

12 EXAMINER FULLIN: It's noted for the
13 record.

14 MR. HART: And rather than arguing it, I
15 will rely on what we said in the written motion to
16 dismiss filed earlier in the pleadings, and at that
17 point if you are denying that, we will move forward
18 with our testimony.

19 EXAMINER FULLIN: Okay. Thank you.

20 MR. HART: Your Honor, I will call Robert
21 Wilhelm.

22 EXAMINER FULLIN: Again, if you would
23 prefer, you can just stay where you are and testify
24 from there.

25 MR. WILHELM: Okay.

1 (Witness sworn.)

2 EXAMINER FULLIN: You would rather take
3 the stand?

4 THE WITNESS: Seems a little weird. I'll
5 try.

6 MR. HART: Easier for paperwork.

7 - - -

8 ROBERT W. WILHELM, Jr.

9 being first duly sworn, as prescribed by law, was
10 examined and testified as follows:

11 DIRECT EXAMINATION

12 By Mr. Hart:

13 Q. Could you state your name for the record.

14 A. Robert W. Wilhelm, Jr.

15 Q. And how are you employed?

16 A. I'm a Regulatory Pricing Manager for
17 Cincinnati Bell Telephone.

18 Q. What does that job entail?

19 A. Overseeing most state regulatory
20 activities for Cincinnati Bell Telephone including
21 complaints.

22 EXAMINER FULLIN: Can I ask a question?
23 Is this witness testifying as an expert witness?

24 MR. HART: No.

25 EXAMINER FULLIN: Okay. Thank you.

1 A. But my duties include pretty much
2 anything that has to do with state regulatory
3 activities, pricing, tariffing, complaints which was
4 the primary one in this case, anything that is a
5 complaint from the Commission comes through my group.

6 Q. Are you involved in documenting the terms
7 of service that Cincinnati Bell offers?

8 A. Yes. That's one -- when I mentioned
9 tariff and service agreements are the -- basically
10 the documentation of the terms and conditions of the
11 customer, all of those are my responsibility.

12 Q. Okay. You mentioned a role of customer
13 complaints. Did you get involved with the complaint
14 Dr. Glendening filed?

15 A. After she contacted the PUCO, yes.

16 Q. Okay. And just tell us what happened.

17 A. I received the changes. We use the terms
18 informal complaint and formal complaint.

19 Q. I understand.

20 A. Informal complaint means the thing -- you
21 contacted the PUCO. Initially you contacted them
22 through their complaint center, and the PUCO then
23 sent your complaint to me which I then reviewed the
24 information you had and then reviewing that, all the
25 letters attached to it, I could see you worked with

1 our Executive Care Group. So the first thing I did
2 after I got that was talk to the Executive Care Group
3 to get a better understanding what happened.

4 In talking to them I kind of looked
5 through and like, okay, here is what I think the
6 issue is. There seems to be an issue with the
7 connection. Best thing is to go out and have
8 somebody take a look and try to repair it.

9 What I found out from the messages I got
10 back from discussions I had with them is that we had
11 not been able to go out to your house and go inside
12 and address the problem. So I sent a message back to
13 the PUCO saying, okay, here is the situation. Here
14 is the issues. I'm sending a letter to
15 Dr. Glendening outlining the issues, items, somewhere
16 in here, one of the exhibits sent back to her at that
17 time explaining here is the situation, sent the same
18 letter to the PUCO and gave them an explanation.

19 I received a few follow-up questions from
20 the PUCO which led to the letters that I -- that were
21 entered. The one I have never seen until today and
22 that's the last I heard of it until a formal
23 complaint was filed and the formal complaint is this
24 proceeding today which led to the hearing.

25 Q. And let me kind of divert your attention

1 for a moment from what we planned because this
2 letter, as you said, you had never seen before was
3 added today, I'm referring to Exhibit 12, the letter
4 of May 22 to Dr. Glendening, the statement was made
5 that the company reported on May 18, 2012, there is
6 only one NID.

7 First of all, let me back up a second.
8 It says -- and this is Stephen Watson writing. It
9 says "I met with the telecommunications manager of my
10 department and asked that he review the information
11 which you sent to our office." Do you know who the
12 telecommunications manager of the department was?

13 A. I talked to Dan Anderson on several
14 occasions and sent e-mails back and forth to him so I
15 presume that is Dan Anderson.

16 EXAMINER FULLIN: He is the PUCO
17 employee?

18 THE WITNESS: Yes.

19 Q. And the next statement "he" means the
20 telecommunication manager?

21 A. Dan Anderson.

22 Q. "Contacted CBT and instructed the company
23 to return to your home to confirm why a second NID
24 was installed." Did you get an instruction to go to
25 the home and ask?

1 A. No. I received a question from him
2 asking -- I actually have e-mails. This was from Dan
3 Anderson that he sent on Friday, May 18. It says
4 "Per our phone call with you yesterday could you
5 verify if there was more than one NID at the
6 customer's house and if 12-24-11 was the first time
7 the NID was installed on the customer's premise."

8 Q. Okay. Did you respond to that?

9 A. Yes, I did later that day.

10 EXAMINER FULLIN: What day was that?

11 THE WITNESS: May 18.

12 EXAMINER FULLIN: Okay. 2012.

13 THE WITNESS: 2012. I have to be honest
14 I don't remember who I talked to. It was probably
15 multiple people. I know various times I talked to
16 people in the Executive Care Center. I also know I
17 talked to Gary Steiner who was the supervisor who had
18 gone out on a couple of occasions and reviewed the
19 installation of Dr. Glendening's home so.

20 Q. Let me just ask you to read the first
21 sentence of your e-mail.

22 A. I'm sorry. Okay. "The customer did not
23 have a NID on the outside of her house prior to
24 December 24."

25 Q. Okay. Did you talk at all about an

1 inside NID or whether or not there was one?

2 A. There is nothing -- I'm not sure.
3 There's -- the discussion has to do with the
4 connection inside the home. To be honest I don't
5 know what's in the home. It may be a network
6 interface device. A network interface device is a
7 very specific piece of equipment, very specific
8 functions.

9 In older homes there are other
10 connections that can be made. There might be a NID
11 in the house. There might be some kind of a junction
12 box. It depends on whenever the service was last
13 installed and addressed so I don't really know what's
14 inside. In the discussions I had and the letter I
15 sent back, the e-mail I sent to him, we referred to
16 the customer having a connection in the house. We
17 know it's somehow connected between our network and
18 hers, but to be honest I don't know how.

19 Q. Let me --

20 MR. HART: Honestly, your Honor, I did
21 not know this would be relevant today, don't have
22 copies of this but we can have them made.

23 Q. I want to direct you to the sentence on
24 the fourth line. It says, "The technician fixed the
25 aerial drop and installed the new NID" --

1 A. And then --

2 Q. Okay. "Previously the connection was
3 inside the customer's home." Now, did you ever
4 represent to the PUCO that there was only one NID at
5 the house?

6 A. From this I would infer, yes, there is --
7 there is one NID. There is some other connection.

8 Q. But did you represent there was nothing
9 inside the house?

10 A. No, there was no NID in the house. From
11 this question, I would say there is nothing saying
12 specifically there is a NID inside the house.

13 Q. Okay.

14 EXAMINER FULLIN: You just said a minute
15 ago you don't know what's in the inside.

16 THE WITNESS: I don't. There is some
17 type of connection.

18 EXAMINER FULLIN: Whatever is in there is
19 a connection between the network and the inside wire,
20 right?

21 THE WITNESS: Right, correct.

22 EXAMINER FULLIN: In that sense --

23 MR. HART: It's not -- technically it's
24 possibly it's a network interface device or possibly
25 some other form of connection, but some other form of

1 connection, what's the importance of it, whether it's
2 a NID, because the NID as I understand it is the
3 point at which the network connects with the inside
4 wire so.

5 THE WITNESS: Yeah, it is and I think
6 this goes back to some of the questions
7 Dr. Glendening had about getting contradictory
8 information. And I think that's why there might be
9 some contradictions is NID is being used by some
10 people from a very technical, specific kind of
11 definition and some of these are using the broader
12 definition like you are using so that's the reason I
13 mentioned that because I think that's part of the
14 reason there's contradictions is it's not used
15 consistently from person to person to know what it
16 means.

17 EXAMINER FULLIN: Okay.

18 Q. (By Mr. Hart) There's a couple of points
19 I'm trying to make with you not necessarily NID.
20 When you said they installed the new NID to resolve
21 the trouble, you are referring --

22 A. The outside of the house.

23 Q. And you've said you don't know what's
24 inside the house, right?

25 A. Correct.

1 Q. So you never here represented there is
2 only one NID at the house.

3 A. No. That's true. Reading this clearly
4 we think there is a second connection because there's
5 also, as I said, a statement further down that "CBT
6 will remove the old connection, if desired" so we are
7 acknowledging there is something inside and we are
8 willing to take it out. We just have to be able to
9 go inside the house to do it.

10 Q. So the letter that Dr. Glendening got
11 from Stephen Watson was his interpretation of what
12 the gentleman you talked to had interpreted from your
13 e-mail?

14 A. Correct.

15 Q. Okay. And you never specifically said
16 directly there is only one NID at the house?

17 A. No, that's true.

18 EXAMINER FULLIN: Can I ask a question
19 about what he just said or should I wait --

20 MR. HART: Sure. Go ahead.

21 EXAMINER FULLIN: -- wait until later?

22 You said the company is willing to take
23 out the old connection and leave in place the new
24 NID. But as I am reading the point 11 of the answer,
25 there is more of a description of that, the company

1 acknowledges that it has a responsibility to the
2 connection that's inside the house.

3 THE WITNESS: Yes.

4 EXAMINER FULLIN: So would it be possible
5 that the decision would be made to leave that one in
6 place?

7 THE WITNESS: If everything is working
8 fine, there may not be any reason to remove it. It's
9 possible that inside connection may have been the
10 cause of the trouble.

11 EXAMINER FULLIN: To take it out would be
12 to repair a problem because that's what would be
13 necessary to repair the problem?

14 THE WITNESS: Possibly.

15 EXAMINER FULLIN: Okay.

16 Q. (By Mr. Hart) I'm going to kind of get
17 out of order here to address what you just talked
18 about. You heard Dr. Glendening testify about how
19 she would like to have the line to her house restored
20 even though she doesn't have your service. Is it
21 Cincinnati Bell's policy to restore lines when people
22 are not ordering services of the lines?

23 A. No. And in those cases we would wait for
24 somebody to order service and then go out. If there
25 is a problem, address it at that time.

1 Q. All right. And when you are asked
2 whether or not you would remove the old NID, that's
3 an issue that would be determined if and when
4 somebody would order service?

5 A. Correct.

6 Q. All right. We will get back to this
7 later but move on to something else. Let's talk a
8 little bit about customer records.

9 MR. HART: And I guess we can mark this
10 as an exhibit. I actually have copies of it. I came
11 the long way.

12 EXAMINER FULLIN: All right. I will mark
13 this as Respondent's Exhibit 1.

14 (EXHIBIT MARKED FOR IDENTIFICATION.)

15 Q. (By Mr. Hart) Before we get to the actual
16 exhibit I have got some background questions for you.
17 Does Cincinnati Bell maintain call centers?

18 A. Yes.

19 Q. And when a customer has interaction with
20 the call center, is a record kept of that?

21 A. Yes. There is a record of the time you
22 placed the call. There is a record for who addressed
23 the call, a brief description given in what's called
24 a customer notes depository.

25 Q. Okay. And I have handed you notes,

1 what's -- you have got your own copy of what has been
2 marked as Respondent's Exhibit 1 which says at the
3 top "Common Notes Repository," and I believe it's a
4 six-page document. Do you have that?

5 A. Yes.

6 Q. You have only got a four page.

7 A. There is two versions.

8 Q. Okay.

9 A. This is -- there's a shorter version and
10 this one.

11 Q. Six page, all right. And does this
12 relate to Dr. Glendening's phone home account?

13 A. Yes, it does.

14 Q. And I see it's kind of reverse
15 chronological order.

16 A. That's correct.

17 Q. Just kind of describe generally what kind
18 of information is captured in this record.

19 EXAMINER FULLIN: First, you are working
20 from a four-page document, but I have a six-page
21 document.

22 THE WITNESS: They are all six-page
23 documents. I have a four page.

24 EXAMINER FULLIN: It's all the same
25 document?

1 THE WITNESS: The four page one is an
2 abbreviated of the six-page document. I brought
3 both.

4 EXAMINER FULLIN: But the exhibit is the
5 six page.

6 THE WITNESS: Six page.

7 Q. (By Mr. Hart) Bear with what I use.
8 Don't -- look at the six-page document marked as
9 Exhibit 1, and without regard to specifics of this
10 what I'm asking you is generally what kind of
11 information gets captured in a customer notes record?

12 A. In general it's contact that is between
13 the call centers and the customer and payments.

14 Q. Okay. And if we can look at the record,
15 I guess it's on the fifth page, I see an entry of
16 December 16, 2011. Do you see that -- actually there
17 is several entries. I notice on the right-hand side
18 there is a notation that says "inbound." What does
19 that mean?

20 A. That means that the customer called us
21 and we answered her call.

22 Q. Okay. And does this -- I guess this is
23 in reverse chronological order, correct?

24 A. Correct.

25 Q. So the first entry would be the one at

1 the bottom of that date?

2 A. Yes.

3 Q. All right. It says "Ticket has been
4 processed for TN: 5132482476."

5 A. Correct.

6 Q. And it says under that "Dial tone>
7 transmission>static on line>dispatch." Do you see
8 that?

9 A. Correct.

10 Q. Is that a note that the customer
11 representative would have entered?

12 A. Yes.

13 Q. Have you reviewed the notes for entries
14 prior to December 16?

15 A. I have for everything that is on this
16 document, yes.

17 Q. And is there any record of a complaint
18 about static prior to December 16?

19 A. No.

20 Q. I notice an entry on October 5, 2011. Do
21 you see that?

22 A. Yes, I do.

23 Q. And without reading all of it out loud
24 have you reviewed that?

25 A. Yes, I did.

1 Q. And what was the subject of that -- first
2 of all, who called who?

3 A. This was a call from Dr. Glendening to
4 our Zoomtown Help Desk.

5 Q. And what does this represent as the
6 nature of the issue?

7 A. The customer was having a problem with
8 internet service. She said she hadn't had a
9 connection for the last week. The agent on the phone
10 walked her through a process to effectively reboot
11 the modem. The process was successful. She had
12 internet connection and trouble was considered
13 resolved.

14 Q. Any mention in that note of a static
15 problem?

16 A. No, there is not.

17 Q. Okay. So first mention -- actually the
18 first contact with the customer after October 5 was
19 December 16; is that right?

20 A. Yes.

21 Q. All these other items appear to be
22 payments?

23 A. Let me look. Yes, that's correct.

24 Q. Okay. Now, moving backwards to page 4, I
25 see a couple of entries there at the bottom, one on

1 the 16th and one on the 17th, when it says other --

2 A. Excuse me. On page 4 or?

3 Q. At the bottom of the fourth page.

4 A. Page 4.

5 Q. Your paging is different than mine. I'm
6 sorry. Here, use this one --

7 A. Okay.

8 Q. -- so we are looking off the same
9 version. You see an entry for 12-16?

10 A. Yes, I do.

11 Q. Agent: Oliver Alcachupas?

12 A. Something like that, yes.

13 Q. Okay. And what was the nature of that
14 contact, if you can tell?

15 A. This notes noise on the line. The
16 customer requested a credit and did also have issues
17 with their Zoomtown service.

18 Q. All right. And the next entry up on the
19 17th.

20 A. Dispatch status things are -- credit will
21 be on hold. Dispatch on 12-27. Again, there is a
22 question about a credit request and that is resolved.
23 That was the recording with Dr. Glendening we had
24 played earlier.

25 Q. Now, on the right-hand side where we saw

1 inbound before, these both say "other."

2 A. Other.

3 Q. What does other represent?

4 A. Could be a call to the customer,
5 something internal, message back and forth between
6 the groups of Cincinnati Bell.

7 Q. You were here when I played the recording
8 of a conversation between Dr. Glendening and the
9 representative of Cincinnati Bell. As background
10 first, did you have any role in retrieving that
11 recording?

12 A. I worked with the operations manager is
13 his title for the Repair Center to get the call from
14 him.

15 Q. Okay. And let me just ask you kind of
16 generally does Cincinnati Bell record all the calls
17 that come in or go out?

18 A. No.

19 Q. And did you request to retrieve any calls
20 or recordings associated with Dr. Glendening's
21 account?

22 A. Once I received the formal complaint,
23 yes, I did. Not formal, the informal complaint, when
24 I got the first complaint from the Commission.

25 EXAMINER FULLIN: Of the formal

1 complaint.

2 THE WITNESS: The informal.

3 EXAMINER FULLIN: The informal complaint.

4 THE WITNESS: The informal complaint.

5 Q. And we've heard three recordings today.

6 One was December 17; is that correct?

7 A. That's correct.

8 Q. Does that correspond to the entry here on
9 the log here?

10 A. Yes, it does.

11 Q. That was where there was a discussion
12 about credits, correct?

13 A. Correct.

14 Q. And what was the other recordings that
15 you found?

16 A. The call on the 27th -- the 28th -- the
17 27th where Dr. Glendening called after she waited.

18 Q. That was the long call.

19 A. That was the long call we listened to
20 earlier and a call on the 29th where she had --
21 called back to confirm the trouble had been fixed
22 from the repair on the 28th.

23 Q. Was it the 29th or 28th? Let me ask you
24 this, are the files for those recordings, do they
25 have time stamps on them?

1 A. Yes, they did.

2 Q. Okay. So the date -- the initial name of
3 that file discloses what the date of the call was?

4 A. Yes, it does.

5 Q. Okay. Now, I noticed on here a couple of
6 entries for December 20, 2011. Are you able to
7 determine what those represent? Maybe you can't.

8 A. Not in great detail. They do make
9 reference to the trouble ticket for the dispatch that
10 was scheduled for the 27th. Beyond that I'm not
11 positive without being able to actually access the
12 trouble ticket.

13 EXAMINER FULLIN: I just didn't hear you
14 earlier. Did you say that those three calls that we
15 heard are the only calls that still -- that still
16 exist that we could listen to that involve --

17 THE WITNESS: To be honest there may be a
18 fourth call. Unfortunately the person who provided
19 them to me had a heart attack shortly after the
20 interrogatory request. He had sent me four e-mails,
21 one of which appeared that it might be missing an
22 attachment. That call, if it exists, would have been
23 to confirm the appointment that was scheduled for the
24 28th that he sent me, but I don't know -- I don't
25 think it would add a whole lot. That's the only

1 other recording that may exist.

2 EXAMINER FULLIN: Those are the only
3 recordings that exist?

4 THE WITNESS: Right.

5 EXAMINER FULLIN: Thank you. You
6 probably said that earlier, although I didn't hear
7 that last part, for sure. I just didn't hear you
8 very well earlier.

9 Q. (By Mr. Hart) Okay. Now, we've heard
10 testimony about the lengthy call on the 27th, and
11 you've heard the voicemail that somebody left on the
12 29th with Dr. Glendening.

13 A. Yes.

14 Q. Do you have any record in the customer
15 service record of her calling the company any time
16 after that?

17 A. After the December 27 call?

18 Q. Yes.

19 A. No, there is not.

20 Q. Okay. And I notice there is a number of
21 entries here about letters and so forth. Those are
22 the first two pages, right?

23 A. Correct.

24 Q. And that -- those entries the name is
25 Susan Jobe.

1 A. Yes.

2 Q. Who is she?

3 A. She is the person who sent the letters
4 that were introduced as exhibits earlier. She is a
5 Service Representative in our Executive Customer Care
6 Group.

7 Q. Okay. Were these -- I guess I should ask
8 you this, are the entries made by the agent whose
9 name is listed there?

10 A. Yes, they are.

11 Q. And that's information that they would
12 have input from your personal knowledge.

13 A. Yes.

14 Q. At about the time they made the call.

15 A. They should be pretty much immediate.

16 Q. Okay. These are entered in the computer
17 system?

18 A. Yes, they are.

19 Q. And maintained?

20 A. Yes, they are.

21 Q. Is that a normal business record of the
22 company?

23 A. Yes, it is.

24 Q. What's the normal process of establishing
25 a repair appointment?

1 A. Normally the customer will call 611,
2 Repair Call Center, talk to an agent, describe the
3 problem, and depending if the trouble is service
4 affecting or a service outage. Service outage the
5 customer cannot make or receive telephone calls
6 versus something where they could still make calls
7 but the quality isn't as good. We will schedule a
8 time and date based on what is next available given
9 the current workload.

10 Q. Okay. And I take it that the
11 availability of appointments is constantly changing;
12 is that right?

13 A. Yes, it is.

14 Q. Does the company provide the first
15 available time to the customer?

16 A. Typically, yes. The customer may have
17 requested something different up front. Sometimes
18 there is some customers will call and say can you
19 come out Friday because I'm not working Friday,
20 something like that. But the standard practice would
21 be the offer the first one that's available to the
22 customer.

23 Q. Okay. And do you have experience with
24 customers asking for deferred appointments so that
25 they can get a preferred time?

1 A. Yes.

2 Q. Does Cincinnati Bell offer evening and
3 weekend appointments?

4 A. Yes, they do or, yes, we do.

5 Q. Are those harder to get?

6 A. Typically, yes, because there are
7 customers that request those times and it's more
8 limited in terms of number of people that are
9 sometimes available to do the work at those times.

10 Q. Now, in the scheme of things with
11 customer service reps and people who can accomplish
12 things, where does Susan Jobe rank among that?

13 A. Pretty far down the list. She is more
14 the investigator to identify what a problem may be.
15 I'm not sure I understand the question.

16 Q. Well, what I'm asking is is she a normal
17 person? If you call the repair line, is Susan Jobe
18 one of the people you would get?

19 A. If you call, no, you would not talk to
20 her if you called Repair.

21 Q. Okay.

22 A. She is higher -- I think I understand the
23 question. She is a higher level person. If a
24 complaint or an issue gets to her, that means there
25 is -- for some reason addressed it as being a more

1 significant issue, something that needs to be
2 accelerated. That's what the Executive Care Group
3 does is they take escalated complaints and they are
4 ones that need more time or more effort to address
5 appropriately.

6 Q. And if you could just look at the second
7 page of Exhibit 1, the last entry that's in the big
8 box is January 26, 2012 --

9 A. Yes.

10 Q. -- right? Is that the first involvement
11 of Susan Jobe in this matter?

12 A. It's about the timing. We would have
13 received the first letter from Dr. Glendening. That
14 would be the response to the first letter.

15 Q. Is it fair to say it's out of the
16 ordinary for a customer to be referred to Susan Jobe?

17 A. Yes, it is.

18 Q. She's at a higher level of authority than
19 the typical customer rep you would get on the phone.

20 A. Yes.

21 Q. If you need to get a special appointment,
22 is Susan Jobe someone who could do that?

23 A. She would need to work with the Repair
24 Group to do it, but she could do that, yes.

25 Q. Okay. Now, is it efficient to schedule a

1 repair order through letters?

2 A. No. In part you mentioned earlier it
3 changes frequently, and the amount of time it takes
4 just to get things back and forth through the post
5 office, something that might be available is like you
6 probably have to work two to three weeks out just to
7 provide them letters to go back and forth between the
8 parties.

9 Q. Okay. And if the company wrote a letter
10 saying I'm going to offer you this particular date
11 and that wasn't convenient for the customer, what's
12 the next step?

13 A. Typically if we could, we would probably
14 call the customer. It might be possible to e-mail
15 the customer. But in this case I would have to send
16 a letter back and say here is another date and push
17 the process back a couple of weeks.

18 Q. Is it typical you set these appointments
19 in real time person to person, voice communication?

20 A. Yes, it is.

21 Q. Let's talk about what actually happened
22 in this case. You are aware an appointment was
23 scheduled for December 27, right?

24 A. Yes.

25 Q. When was that appointment set?

1 A. The call on December 16.

2 Q. So that's 11 days from the scheduling.

3 A. Yes.

4 Q. Is that an unusually long time?

5 A. Yes, it is.

6 Q. Did the company make an appointment to
7 shorten that repair time?

8 A. Yes, it did.

9 Q. How did it do that?

10 A. That's the reason the customer -- the
11 service rep was dispatched on the 24th. At that
12 point in time we were behind on repairs. People were
13 getting longer intervals to get service restored or
14 trouble cleared, and we had actually authorized
15 additional overtime in that time period so that we
16 could have people go out more, like in this case on a
17 Saturday afternoon, typically that wouldn't be the
18 case, to try to get things caught up.

19 In this case, the technician would have
20 either had some appointment cancel, a customer who
21 wasn't going to be available, or maybe one job got
22 completed much quicker than we thought it was going
23 to get completed, for whatever reason he was done
24 earlier in the day than what was anticipated. He was
25 dispatched on what -- we would have sort of a

1 priority list for the people that we next want to get
2 to. We could accelerate those repairs.

3 And that's what would have happened in
4 this case is that for some reason the technician was
5 able to complete his work that day earlier so he was
6 dispatched to Dr. Glendening's residence because the
7 thought was he might be able to correct the problem
8 that day.

9 Q. Okay. Now, is there a typical process
10 where a repair person would notify the customer that
11 they had been there?

12 A. If the repair person goes out and the
13 customer is not available and there would have been
14 some reason to go inside the house, the cus -- the
15 technician will leave what we call a no access card
16 on the customer door saying they were there, checked
17 the problem, couldn't get inside. If you still have
18 an issue, contact us.

19 I believe we have a couple of those cards
20 at a later time and certainly when the technician was
21 out on the 28th and I believe on one other occasion
22 where one of the supervisors went out.

23 Q. Now, if the technician believes they have
24 completed the repair and solved the problem, is there
25 any reason to leave them an access card?

1 A. They probably still would just because
2 there isn't a 100 percent certain way to know that
3 the service is working inside the home without being
4 inside the home.

5 Q. Okay. So policy would have been to leave
6 a card?

7 A. Yes, it would have.

8 Q. And if a card was not left in this case,
9 was that a mistake?

10 A. Yes, it was.

11 Q. Did Cincinnati Bell intentionally take
12 Dr. Glendening out of service?

13 A. No.

14 Q. Did it believe she was in service on the
15 24th?

16 A. I'm sure the technician did because he
17 closed the repair ticket, and normally it's not
18 unusual the tech may go out and find out, okay,
19 something is broken that he didn't expect, he doesn't
20 have the right equipment, we need to provide a
21 special part that's in the warehouse. If the
22 situation like that were to occur, he would leave the
23 ticket out, and somebody would come back the next day
24 to close it.

25 In this case he didn't leave anything

1 open. He closed it so presumably he assumed
2 everything was working at that point in time.

3 Q. Okay. Now, you've heard the call about
4 the missed appointment and Dr. Glendenning didn't have
5 service. Did Cincinnati Bell make another dispatch
6 to her home to look at the problem?

7 A. On which date?

8 Q. Well, as a result of her calling the
9 27th.

10 A. Yes, we did. Somebody went out on the
11 28th.

12 Q. Okay. And what happened with that visit?

13 A. The technician went out. I don't -- I
14 can't give you the complete details of what he
15 checked. Our repair records don't go through line by
16 line everything he did. It's clear that he verified
17 that service was working to the NID. Whether he
18 tested anything else I can't tell from the repair
19 records.

20 Q. Okay. Now, were there any other
21 occasions where someone visited Dr. Glendenning's home
22 to review the situation?

23 A. There were at least two occasions where a
24 supervisor went out to assure that the NID was
25 installed properly.

1 Q. Okay. Now, has anybody within the
2 company or without to your knowledge noticed any
3 deficiency in how the NID was installed?

4 A. No.

5 Q. Anything unusual about the way it was
6 installed that you know of?

7 A. No. Actually when I talked to the
8 supervisor, he was very complimentary. The tech
9 thought it was one of the better installations he had
10 seen.

11 Q. Is it unusual to install a NID on the
12 outside of a house?

13 A. That's standard.

14 Q. Like new construction is that what's
15 done?

16 A. Yes.

17 Q. And can you put a number on how many are
18 installed that way?

19 A. I don't know.

20 Q. It's not unusual?

21 A. It would be unusual not to do it that
22 way.

23 Q. Okay. So it's only the older homes that
24 have an inside connection?

25 A. Yes. Generally that is true.

1 Q. Why is the NID generally installed
2 outside the house now?

3 A. Yes, so that if there is trouble,
4 basically it's to make it an easier demarcation
5 between what is the company's network and what is the
6 customer's responsibility. By putting the network
7 interface device on the outside of the house CBT can
8 always access its part of the network without the
9 need for the customer to be present, so if there is
10 trouble with the internet work, we can go and resolve
11 it without a need for the customer to be there.

12 Q. So the reason to have a customer home to
13 get access would go away?

14 A. Correct.

15 Q. Now, you have seen the pictures of the
16 network interface device box.

17 A. Yes.

18 Q. Is there a way that NID can be secured so
19 nobody gets inside it?

20 A. Yes. These pictures over here, there is
21 a little hole over on the side here designed so you
22 can put a lock in it. There is a special tool so CBT
23 can still open up and get to its part of the NID in
24 that case, would make it secure so that no one else
25 will be able to open it up.

1 Q. Have you ever been made aware of a
2 problem with people improperly accessing somebody
3 else's NID?

4 A. No. Certainly none came through a
5 complaint and I have had responsibility for
6 complaints since somewhere probably 2004, 2005.

7 Q. Okay. Was there any way -- let me strike
8 this, ask it again.

9 Could Cincinnati Bell tell if
10 Dr. Glendening had a problem with their service
11 without her telling you?

12 A. Typically, no. Our network monitoring
13 was designed for central office switching, major
14 cables, things, alarms. The box you see out in the
15 field, if there is a problem with one of those, we
16 have what's called a Network Operation Center that
17 monitors our network 24 hours a day. Those types of
18 reports would come in, and we would know about them
19 pretty much instantly.

20 When you get out to the individual drops
21 to the customer, typically the only way we know if
22 there is a problem with that is if the customer
23 calls. Those are not things that are monitored. We
24 don't -- there is no reason to track or know if the
25 customer is using the phone to do that. So typically

1 the only way we would know that, which is sometimes
2 called the last mile, there is a problem with is if
3 the customer tells us.

4 Q. Okay. Did you -- do you have any record
5 other than the letters that Dr. Glendenning wrote in
6 2012 where she contacted the company?

7 A. In 2012, no.

8 Q. Are there ways she could have contacted
9 you other than by using her own cell phone?

10 A. Numerous ways, obviously she could have
11 borrowed a phone from somebody. She raised the point
12 earlier she could have plugged a phone into the NID
13 up until the time that service was disconnected. She
14 could have gone to one of our retail locations and
15 connected with a person there. She could send an
16 e-mail. There are numerous e-mail addresses out on
17 our website you can contact directly. So there are a
18 number of different ways you can contact other than
19 by phone.

20 Q. Okay. Several more exhibits here.

21 MR. HART: 2, 3, and 4.

22 EXAMINER FULLIN: Yeah, we have only got
23 1 so far. You mean far as marking these?

24 MR. HART: Yes, yes.

25 EXAMINER FULLIN: So are we marking the

1 one marked Section 2, or are we doing that first or
2 second?

3 MR. HART: Actually want to start with
4 No. 3.

5 EXAMINER FULLIN: Section 3, okay, so
6 I'll mark the one that's labeled Section 3 of the
7 regulations as Respondent's Exhibit 2; the one that's
8 marked Section 2, Definitions, as Respondent's
9 Exhibit 3; and the one marked Section 13, service
10 fees, is Respondent's Exhibit 4.

11 (EXHIBITS MARKED FOR IDENTIFICATION.)

12 MR. HART: Did I give one of you an extra
13 13?

14 EXAMINER FULLIN: Yeah. It looks like I
15 have an extra 13.

16 MR. HART: I didn't have one for myself.

17 Q. (By Mr. Hart) Again, Mr. Wilhelm before
18 we start into the substance of these give us a little
19 background on the terms and conditions for Cincinnati
20 Bell's services as to tariffing versus terms of
21 service and how that evolved over time.

22 A. Okay. Up until roughly April or May of
23 last year, most of Cincinnati Bell service --
24 residential services, the terms, conditions provided
25 were all included in tariffs that were filed with the

1 PUCO. There was a formal process, if we wanted to.
 2 Those terms and conditions would tell you kind of
 3 what -- what Cincinnati Bell provided, how the
 4 service would work, limitations, liabilities,
 5 responsibilities of the customers, just kind of a
 6 general description of what the service was. That
 7 covered all residential -- pretty much all
 8 residential landline services.

9 Then the PUCO required -- through some of
 10 the deregulation initiatives required that all
 11 telephone services accept what's called Basic Local
 12 Exchange Service or BLES, some related services, some
 13 certain 911 services, and so forth. 911 services
 14 like 911 lifeline, those services would be detariffed
 15 and no longer subject to price regulation. So
 16 last -- this was maybe looking at the -- Cincinnati
 17 Bell filed what we call a local service agreement for
 18 all those services that would no longer be included
 19 with the tariffs.

20 Essentially they just copied over the
 21 terms and conditions from the tariffs into this new
 22 document to outline for the customer the same types
 23 of things you would see in a contract. So this is
 24 effectively your contract between the company and the
 25 customers saying here is what we will provide to you

1 for a price for it. There isn't any qualifiers that
2 may be with it. These documents that you presented I
3 actually prepared.

4 Q. Okay.

5 A. Filed with the Commission.

6 Q. Are they filed with the Commission?

7 A. I'm sorry. I filed the tariff with the
8 Commission. These documents -- there are still some
9 things that are tariffed. I prepared both the
10 tariffs and the service agreements, filed the tariffs
11 with the Commission, and the service agreements are
12 all posted on Cincinnati Bell's website.

13 Q. Okay. I take it there was a change in
14 the law where certain services were deregulated; is
15 that right?

16 A. They are not entirely deregulated. There
17 are still potentially some provisions that would
18 apply.

19 Q. Just in terms of making sure that
20 service --

21 A. Actually thinking about it the
22 Commission -- effective -- the Commission didn't want
23 to totally give up control. I can't actually think
24 of any specific rules I'm thinking about other
25 than -- let me back up. I'll start over.

1 There are -- they are not totally
2 deregulated in that there are some rules that apply.
3 One of the rules that applies is noticing. If we
4 make a change to any of these terms and conditions,
5 under the PUCO rules we have to provide the customers
6 advanced notice of those changes in those terms and
7 conditions.

8 There are some other similar types of
9 things but there are no longer any price regulations
10 and anything that we change in here is not subject to
11 Commission review. We can change them as we find
12 appropriate.

13 Q. Okay. You mentioned one service that's
14 still a tariff was Basic Local Exchange Service, you
15 called BLES, B-L-E-S, right?

16 A. That's correct.

17 Q. And you heard Dr. Glendening answer
18 Mr. Fullin's question what service she had was
19 Complete Connections.

20 A. Correct.

21 Q. Have you confirmed that is the service
22 she had?

23 A. Yes, it is. She has had Complete
24 Connections.

25 Q. Is that a tariffed service or

1 non-tariffed?

2 A. It was not a tariffed service.

3 Q. Are the terms and conditions of that
4 service governed by the Commission any more?

5 A. No, they are not.

6 Q. So that's part of your terms and
7 conditions in your service agreement.

8 A. That's correct.

9 Q. Okay. Did you provide a notice to all
10 your customers that those services were becoming
11 subject to an agreement as opposed to a tariff?

12 A. Yes. Actually that was required by the
13 PUCO. We sent out a bill insert to all customers
14 when the services were detariffed and provided a
15 reference to whether they could go get those terms
16 and conditions out on our website. And the filing I
17 made for the tariffs also included an affidavit that
18 we had provided that documentation to all customers.

19 Q. Okay. And am I correct to say there is
20 no tariff currently that governs anything about
21 Complete Connections?

22 A. That's true.

23 Q. All right. And so these -- let's
24 identify them. Exhibit 2 is Section 3 of the terms
25 and conditions, correct?

1 A. That's correct.

2 Q. And does that govern Complete Connections
3 Service?

4 A. Yes, it does.

5 Q. Okay. I want to direct your attention to
6 page 4.

7 A. Okay.

8 Q. The first paragraph, you can just read
9 that under ownership and use of service.

10 A. Okay. "Equipment and lines furnished by
11 the Company on the premise of a Customer are the
12 property of the Company, whose agents and employees
13 have the right to enter the premises at any
14 reasonable hour for the purpose of installing,
15 inspecting, maintaining, or repairing the equipment
16 and lines, or upon termination of the service, for
17 the purpose of removing such equipment or lines."

18 Q. Okay. Thank you. And let me ask you to
19 turn to page 6, the last paragraph, if you can just
20 read the first sentence of that.

21 A. Okay. "The Company may make changes in
22 its telecommunications services, equipment,
23 operations or procedures, where such action is not
24 inconsistent with Part 68 of the Federal
25 Communications Commission's Rules and Regulations."

1 Q. Okay. Are you familiar with Part 68?

2 A. Yes, I am.

3 Q. What does that govern? Let me ask you a
4 different way because that's on open ended question.
5 We have NID.

6 A. Yes.

7 Q. Does Part 68 address NID?

8 A. Indirectly.

9 Q. Okay. Let me ask you this, when
10 Cincinnati Bell moves the location of a NID or
11 installs a NID, is there anything in Part 68 that
12 governs where that can be?

13 A. No.

14 Q. Okay. And is the installation of a NID
15 in your view a change in the terms of service?

16 A. No.

17 Q. Why not?

18 A. We will provide -- customer is still
19 receiving the same services that they had received
20 previously. It's just using a slightly different
21 technology to get the service to the customer. I
22 don't know where it is. In some place within the
23 terms and conditions there is actually some notices
24 about being able to move or change our facilities.

25 Q. Is that what you just read?

1 A. Okay. You're right. It is what I just
2 read. So in terms of being able -- this is just
3 basically an upgrade to the network, didn't change
4 anything that Ms. Glendening receives. That was not
5 a change to her service. And based on what I just
6 read, it's also clear that was one of the provisions
7 that was in the terms and conditions so we did not
8 change that. We just moved the network interface
9 device consistent with the terms and conditions that
10 have already been set.

11 Q. What you are saying the terms and
12 conditions didn't change. They already allowed you
13 to move your facilities.

14 A. That's correct.

15 Q. Nothing in Part 68 is inconsistent with
16 that; is that correct?

17 A. That's correct.

18 Q. Let me ask you to turn to Exhibit 3 which
19 is captioned "Section 2 - Definitions." Do you see
20 that? Is that another part of the Local Service
21 Agreement?

22 A. Yes, it is.

23 Q. And this governs Complete Connections
24 also?

25 A. Yes, it does.

1 Q. I am going to ask you to look at page 3.
2 There is a section entitled "Demarc" -- "Demarcation
3 Point"?

4 A. Yes.

5 Q. Are you familiar with how that compares
6 to Part 68 of the FCC rules?

7 A. Essentially it's the same.

8 Q. Okay. So you've essentially incorporated
9 Part 68 into the terms of the agreement itself?

10 A. That's correct.

11 Q. And looking at subparagraph 1 underneath
12 that, would you read that.

13 A. "For single unit installation existing as
14 of December 27, 1991, and installation installed
15 after that date, the demarcation point will be a
16 point within 12 inches of the protector or, where
17 there is no protector, within 12 inches of where the
18 telephone wire enters the customer premises."

19 Q. And what is the protector?

20 A. In this case the NID.

21 Q. Okay. And was the NID that was installed
22 on December 24, 2011, installed -- I guess it was
23 installed after December 27, 1991, of course?

24 A. Yes.

25 Q. Okay. And I think you heard Dr.

1 Glendening testify that it's within 12 inches of
2 where the wire goes into the wall too?

3 A. Yes, I did. That's correct.

4 Q. Do you know of any rule that governs
5 where you can put a NID inside or outside?

6 A. No.

7 Q. If you could look at Exhibit 4 which is
8 Section 13.

9 A. Okay.

10 Q. And I want to direct you to page 2.

11 A. Okay.

12 Q. Under "Maintenance of Service Charge
13 Terms and Conditions," the second paragraph, if you
14 could read that.

15 A. Okay. "The Customer may not rearrange,
16 disconnect, remove, or attempt to repair, or permit
17 others to rearrange, disconnect, remove, or attempt
18 to repair any equipment or facilities which the
19 Company maintains or repairs without the express
20 consent of the Company."

21 Q. Okay. And does the connection between
22 the new NID that was installed on December 24 and
23 whatever device is in the basement of
24 Dr. Glendening's home, is that currently considered
25 part of CBT's network?

1 A. Yes.

2 Q. And CBT, was it standing willing and
3 ready to repair that portion of the network on
4 December 27, 19 -- December 28, I'll say, 2011?

5 A. We would have -- we would have been
6 willing to repair it, but we listened to the call.
7 We knew Dr. Glendening wasn't going to be there. We
8 knew we couldn't repair it on the 28th.

9 Q. Were you prepared and agreeable, let's
10 put it, to repairing that?

11 A. Yes. We were very agreeable to repairing
12 that.

13 Q. But to do so you needed access?

14 A. Correct.

15 Q. Are you aware of any intention ever to
16 charge Dr. Glendening for repairing the connection
17 between the old -- call it the old NID and the new
18 NID?

19 A. Actually quite the opposite, when I read
20 the initial complaint, that was my thought, it was
21 probably something within the connection as it went
22 into the home that we needed to repair, that for
23 whatever reason just didn't work right the first
24 time.

25 Q. Okay. Cincinnati Bell ever had the

1 opportunity to do that work since December 27?

2 A. No.

3 Q. Let's talk about your credit policy.
4 First of all, let's talk about the Commission rules.
5 Does the Commission have any rules regarding credit
6 for non-BLES service?

7 A. No, they don't.

8 Q. There is a rule for BLES service?

9 A. Yes.

10 Q. Does that apply to Dr. Glendenning?

11 A. No, it does not.

12 Q. Is there anything in your terms of
13 service that requires Cincinnati Bell to give a
14 credit?

15 A. No.

16 Q. Okay. What is the company's policy on
17 credits for service outages?

18 A. It depends on if it's BLES or if it's not
19 BLES.

20 Q. I am talking about non-BLES like Complete
21 Connections.

22 A. For Complete Connections the standard
23 somewhere in the terms and conditions we provide
24 prorating credits for periods that the customer is
25 out of service, meaning they cannot make and/or

1 receive calls.

2 Q. And is that equivalent to dial tone?

3 A. Yes.

4 Q. Okay. Now, are you --

5 A. Well, no. It is possible a customer can
6 receive calls and not have a dial tone so it could be
7 either. It does not necessarily mean dial tone
8 because there are situations where you can receive a
9 call and not make -- place a call.

10 Q. Do you make a distinction between a
11 service outage and service affecting problem?

12 A. Yes.

13 Q. What is the difference between those two
14 things?

15 A. It's pretty much if it's out, you cannot
16 use the service, it will malfunction. Something that
17 is service affecting means it will function but not
18 necessarily the way it should.

19 Q. Okay. Where does static fall in that?

20 A. Static is a service affecting.

21 Q. Okay.

22 A. You can still make a call. You can still
23 receive calls. It just may not be clear at times.

24 Q. Okay. Was -- was a credit given to
25 Dr. Glendening in connection with her service?

1 A. Yes.

2 Q. What credit was given to her?

3 A. I directed we give credits for all
4 service from December 24 forward, the day that we
5 know the service was out.

6 Q. And why did you select that date?

7 A. Because that's the date that she reported
8 her service was no longer working.

9 Q. Okay. What is the policy for credits on
10 service affecting problems?

11 A. There is no specific policy. If there is
12 a credit on a service affecting problem, that is
13 something that probably was escalated. Typically a
14 service representative or somebody you may call
15 directly did not provide credits. It would come to
16 someone like me or someone higher up, look at
17 individual case basis and determine if a credit may
18 be warranted given the trouble the customer had.

19 Q. Is that a discretion?

20 A. Yes, it's discretionary.

21 Q. Okay. Now, you've seen Dr. Glendening's
22 bills which continued past when she didn't have
23 service. Those have all been wiped out; is that
24 right?

25 A. That's correct.

1 Q. Was any sort of credit report made with
2 respect to those bills?

3 A. No.

4 Q. Because that was kept entirely within the
5 company?

6 A. Yes. Actually when I received the
7 informal complaint, I suspended all collections
8 activities.

9 Q. Okay. And when you say suspended
10 collections, what does that mean?

11 A. It means she should not from that point
12 forward have received any more disconnect notices.
13 Also means that we wouldn't send anything to a
14 collection agency or to a credit bureau.

15 Q. Okay. And was her service eventually
16 disconnected?

17 A. Yes, it was.

18 Q. How did that go about? What caused that
19 to happen?

20 A. It was actually our standard process for
21 nonpayment. Her service was disconnected I believe
22 on April 2 which would be in the customer notes that
23 we provided earlier. It was just a standard process
24 where after not having received payment, at some
25 point the service was denied.

1 Q. Were you aware that in one of her letters
2 she had asked to have the service disconnected?

3 A. I was but by the time I actually had seen
4 those letters and she made the complaint, it had
5 already been disconnected.

6 Q. Okay. The disconnection was after she
7 had asked for it?

8 A. Yes, it was.

9 MR. HART: I think that's all my
10 questions.

11 - - -

12 EXAMINATION

13 By Examiner Fullin:

14 Q. Let me ask a couple. You said that she
15 was disconnected for nonpayment, or was she
16 disconnected because she requested to be
17 disconnected, terminated?

18 A. The actual disconnection was from the
19 nonpayment.

20 Q. For nonpayment?

21 A. For nonpayment.

22 Q. But you said earlier that -- I forget
23 what word I am trying to come up with, but you talked
24 about there wouldn't be any disconnection notices
25 after a certain point.

1 A. Well, again, by the time I got the
2 complaint, I didn't see this until the informal
3 complaint came from the Commission. I believe the
4 date for that was either April 3 or April 4. Her
5 service was denied for the nonpayment on April 2.

6 So by the time I saw this we wouldn't
7 have sent her any disconnect notices. There was no
8 point. More importantly what I did I made sure she
9 wouldn't have anything reported to collection
10 agencies. We couldn't keep pursuing the money from
11 her. And nothing would have been reported.

12 Q. But she was disconnected for nonpayment?

13 A. That's correct.

14 Q. And is there no -- is there no
15 requirement that she receive a disconnection notice
16 before being disconnected?

17 A. For nonservice, no, there isn't.

18 Q. For non --

19 A. Non-BLES service.

20 Q. I thought that might be the answer, but I
21 was asking. Did she -- from your point of view, did
22 she have a service outage as of 12-24-11?

23 A. Yes.

24 Q. She was still able to use voicemail?

25 A. Yes. And, again, this goes back to not

1 being able to make or receive calls. Voicemail is a
 2 separate feature that is actually stored in our
 3 switches in our equipment. It doesn't go to the
 4 customer's home. So one of the things we typically
 5 do when people sign up for voicemail, we send them
 6 instructions for it because frequently customers want
 7 to be able to access the voicemail remotely. They
 8 are not home; they want to call with their cell
 9 phone. There is instructions. Part of the
 10 instructions say here is how to remotely access your
 11 voicemail. And the reason that's possible is because
 12 it is stored in our equipment. It's not part -- it's
 13 part of our network. It's not part of the
 14 customer's.

15 Q. Okay. And does the company have a policy
 16 or -- yeah, policy in place to deal with situations
 17 where there is a failure to show for a scheduled
 18 appointment?

19 A. I can't say there is a policy. Typically
 20 if a customer calls and somebody didn't show for an
 21 appointment, we try to get somebody out as quickly as
 22 possible. I don't know there is any specific written
 23 policy.

24 Q. Well, if the -- you can't get out until
 25 another day so that person stayed home for the whole

1 day, there wouldn't be any policy towards
2 compensation or some kind of consideration for the
3 loss of the day that the appointment was scheduled
4 for?

5 A. We would typically try to schedule
6 something that was convenient for the customer but
7 normally -- there might be a courtesy credit could be
8 given to somebody. Typically that would be -- if we
9 give courtesy credits, it might be a free month of
10 service or something like that but there is no
11 specific policy.

12 Q. Who makes a decision about that?

13 A. It could be somebody in the Customer --
14 Executive Care Center, or it could be someone like
15 me. Most likely it would be somebody higher,
16 supervisory level.

17 Q. Would that be something that gets
18 considered once the person that was waiting for the
19 appointment didn't happen for -- you know, the
20 customer, for example, would ask for something like
21 that, or would it be something that might be offered
22 even if the customer wasn't asking or even
23 considered?

24 A. To be honest I am not real sure. By the
25 time I would get something like that probably the

1 customer has complained, and they would like a
2 credit.

3 Q. Okay.

4 A. Directly to the Executive Care Group, I'm
5 not positive what their policy would be.

6 Q. Do you know if anybody at CBT was
7 considering whether or not to issue some kind of
8 courtesy to the Complainant in this case after she
9 complained about waiting that day, the 27th, I
10 believe it was?

11 A. Not that I am aware of.

12 Q. You are not aware of anyone considering
13 that?

14 A. Not at that point in time because one of
15 the things we still didn't know at that point in time
16 was what the source of the trouble was. We had
17 replaced the drop, that's the assumption in this
18 whole process, that's the only reason the service
19 didn't work. Again, we don't know that. There may
20 be a problem inside the house. It could be between
21 that old connection and new connection. There could
22 still be a problem in the wiring inside the home.
23 There could have been a short.

24 Q. What would that have to do with the
25 person's inconvenience?

1 A. It's just kind of in general we would
2 look at the reason for the problem. If the customer
3 caused the problem, we probably wouldn't consider a
4 credit. If there is something the customer had done
5 inside with the jack, no matter what we did we
6 couldn't have fixed it.

7 Q. So if the courtesy is supposed to be
8 geared towards the customer's being inconvenienced by
9 the company's failure to show, you would wait to find
10 out whether the customer had something to do with the
11 fact that the failure of the service occurred in the
12 first place.

13 A. I kind of see where you are going.

14 Q. Courtesy, having them wait for you.

15 A. And to be honest we did discuss some of
16 that in settlement, whether or not we would provide
17 credits to her. I'm not aware of anything before we
18 had some of the settlement discussions.

19 Q. It wasn't something that got considered
20 until the time of the settlement and then it was
21 discussed there and I am not asking to bring that
22 into the record, the discussions there.

23 A. Yeah.

24 Q. There is a rule against that but it
25 wasn't considered until then and you are telling me

1 it was something that was considered at that point?

2 A. Not that I am aware of but part of that
3 is I guess this is the one place where things I would
4 say fell apart was the customer should have received
5 that card after the 24th telling them to connect --
6 to contact us if there was a problem. That would
7 have been considered the closure so she would have
8 known she didn't need to be there on the 27th.

9 EXAMINER FULLIN: That's all I have.

10 THE WITNESS: From our perspective there
11 was no appointment on the 27th and this is what I am
12 trying to say, that was -- when we did the work on
13 the 24th, that was considered closing so we didn't
14 believe there was a need to be there on the 27th
15 because we had not heard anything from her to the
16 contrary.

17 EXAMINER FULLIN: Do you have
18 cross-examination of the witness?

19 DR. GLENDENING: I do. Can we take a
20 5-minute break?

21 EXAMINER FULLIN: Yes. We will take
22 approximately a 5-minute break.

23 (Recess taken.)

24 EXAMINER FULLIN: We will go ahead with
25 the cross-examination.

- - -

CROSS-EXAMINATION

By Dr. Glendening:

Q. Not knowing legal processes, I'll do the best I can here. Let me ask, Mr. Wilhelm, did you -- and forgive me if you have answered this, I couldn't hear you some of the times.

A. I'm sorry.

Q. Did you specifically ask your Zoomtown division whether or not my call was recorded?

A. I did not directly as I did not do it directly. All my requests went through Mike Owens.

Q. And are you aware, when would that have been?

A. Probably April of last year when I was working on initially the informal complaint.

Q. And in your letter of April 18, did you address that issue in answer to my inquiries?

A. No, I did not. I don't remember if that was part of what was in the informal complaint or not. I think I had to answer most of the questions that were in there, but without sitting here reading all of them I don't know.

Q. And are you aware of anybody who made any inquiries in December -- in the time between December

1 and April in response to the repeated requests?

2 A. That I don't know. I did not have any
3 involvement with the complaint until I received it
4 from the Commission people.

5 MR. HART: You have to make sure she
6 hears you.

7 THE WITNESS: Good point. I will try to
8 speak a little louder.

9 Q. Okay. I believe you commented that there
10 is no -- that you are not aware of any rule of
11 whether I will call it the NID needs to be placed
12 inside or outside; is that correct?

13 A. That's correct.

14 Q. Okay. Well, let me just ask you, was
15 there ever any correspondence in which it was
16 presented to me that the 12-inch rule involves the
17 NID typically being placed 12 inches within inside
18 the customer's premises?

19 A. I remember a letter that talked about the
20 Part 68 requirements but that's more directed towards
21 what is considered the demarcation point. It's not
22 necessarily where the NID is.

23 Q. Okay. So in your estimation none of
24 these letters include discussion of the NID being
25 placed --

1 A. No, I don't believe they do. I think
2 they are all addressed in Part 68.

3 Q. Okay. Would you -- would you please read
4 paragraph 3 in the letter of March 22.

5 A. "All lines being installed are connected
6 to the network interface jack. The network interface
7 jack is to be located in most cases 12 inches from
8 inside the customer's premises. When following the
9 12-inch rule is not possible due to physical
10 limitations, the network interface will be located
11 within a point of reasonableness. This is the gray
12 box that was installed on the outside of your home.
13 They found no problem with the outside connection."

14 Q. So does that not say typically 12 inches
15 inside?

16 A. Inside the home? No, it doesn't say
17 specifically about being inside the home. 12 inches
18 inside the customer's premises.

19 Q. Letter from -- is this truly a letter
20 from Cincinnati Bell to me?

21 A. Yes, it is.

22 Q. And does that not contradict what you
23 just testified as far as you not being aware of any
24 rule?

25 A. Hold on. Let me pull out Part 68. I

1 think unfortunately that might be misquoting Part 68
 2 rules. "Facilities installations." The rule under
 3 Part 68 for single unit installation states "No
 4 single unit installation existing as of August 13,
 5 1990, installations installed after that date the
 6 demarcation point," I think that's unfortunately
 7 where the confusion was, not the NID, "shall be a
 8 point within 30 centimeters, 12 inches of the
 9 protector, or there is no protector within 12 -- 30
 10 centimeters or 12 inches of where the telephone wire
 11 enters the customer's premise or as close thereto as
 12 practical."

13 It doesn't say whether it has to be
 14 inside or outside. It just says it is within 12
 15 inches of the entering, so unfortunately the letter
 16 that you have quotes the regulation incorrectly.

17 Q. Okay. But do you acknowledge that that
 18 was the letter that was sent to me?

19 A. That was the letter that was sent.

20 Q. Okay. I believe you also testified that
 21 your impression when the situation -- when the matter
 22 was brought to your attention was that there would be
 23 a -- that you thought the problem was probably
 24 somewhere between the new NID and the old NID.

25 A. That's correct.

1 Q. And Cincinnati Bell was going to
2 repair --

3 A. Yes.

4 Q. -- that section.

5 A. Yes.

6 Q. And in your letter of April 18 when you
7 are saying that CBT paragraph 2 -- CBT -- the line --
8 I'm starting on line 2, "CBT is responsible for
9 providing service to the NID. Service beyond the NID
10 is considered inside wire and is the responsibility
11 of a property owner. While you state that you have
12 not had service since December 24, 2011, CBT tests
13 have indicated service is working to the NID." Does
14 that not contradict stating that you're willing to --
15 that you are acknowledging?

16 A. I don't know that it necessarily
17 contradicts. I mean, it is the standard policy for
18 the NID. It does not state specifically that we
19 would come out and fix that part for you with -- for
20 no charge because that's still part of the original
21 change to the wiring to the home.

22 Q. Okay. I'm confused.

23 A. What is stated is the standard policy for
24 the NID.

25 Q. What is stated is the standard policy?

1 A. What is not stated is there's nothing
2 that I explicitly stated that said, yes, we will come
3 fix that part.

4 Q. For no charge?

5 A. For no charge.

6 Q. Okay. So you are acknowledging that I
7 was never -- I was never given that option. That was
8 never documented that I would not be charged for
9 that.

10 A. To be honest I don't know if that was a
11 question. At that point in time it was a follow-up
12 question I received from the PUCO and that was the
13 e-mail that I had read earlier, and I made it clear
14 to the PUCO we will do that. Apparently they did not
15 relay that information to you.

16 Q. So that at least in April -- April -- so
17 between December -- so between December and April did
18 the customer have any way of knowing that she
19 definitely would not be charged for repairing the
20 remainder of the aerial drop?

21 A. Again, I cannot say what -- I'm not
22 supposed to say happened at the settlement
23 conference. I think it was clear at the settlement
24 conference that was true.

25 Q. That --

1 A. That we would come out at our convenience
2 and fix that wiring for you. That was part of the
3 offer at the settlement conference.

4 Q. Was there any -- any notification of that
5 prior to the settlement conference?

6 A. Again, I can't speak to what the PUCO
7 told you. This letter I saw for the first time
8 today.

9 Q. But as far as you know -- but as far as
10 you know, I had no way of knowing that I would not be
11 charged for that until the settlement conference?

12 A. Again, I can speak to what I wrote. I
13 don't know what all conversations -- I guess the
14 letter there is nothing specifically stated in that
15 letter you received from the Executive Care Group.

16 Q. So there is nothing that you know of that
17 would have given me an awareness until August of 2012
18 that I would not be charged for that repair.

19 A. I am not aware of it. I'm also not aware
20 of any time where you asked that question.

21 Q. You're not aware of --

22 A. You keep talking -- there is numerous
23 things where you talk about shifting the
24 responsibility but I don't think --

25 Q. Right. Well, if the responsibility is

1 mine, who would be charged?

2 A. If the responsibility -- if there was a
3 problem found -- we are back to the standard policy
4 versions. We had not completed your repair. And the
5 standard policy is the customer would have the option
6 if there is a problem with the inside wire to repair
7 it themselves, have us do it, or have somebody else
8 do it for you.

9 Q. At the customer's expense?

10 A. At the customer's expense.

11 Q. So do you acknowledge that the customer
12 until August had no way of knowing --

13 A. From the letters you received that's
14 true.

15 Q. Okay. Thank you. The policy on the
16 credits, you said they are prorated credits if you
17 are not able to receive a call, that you make a
18 distinction between a service outage -- service
19 outage and a service affecting. What is the reason
20 that the customer was -- or let me back up.

21 Are you aware of any moment in which the
22 customer was advised of that policy prior to August?

23 A. I don't believe it was addressed in the
24 letter. It was a conversation about calling back for
25 credits, and I think the expectation from that call

1 was that once we could resolve the problem we could
2 determine what credits would be appropriate.

3 Q. Okay. And what credits would be
4 appropriate if, in fact, you did not credit for time
5 unless the service is completely out?

6 A. I don't understand the question.

7 Q. If there's a question of credits and part
8 of that time is -- is while the service is in
9 disrepair but not out, then why not inform the
10 customer that we do not offer credits for the time
11 that it is in disrepair rather than out?

12 A. I don't think there is any -- I am not
13 sure that there is anything -- the customer asks the
14 question. I think the question would be answered.

15 Q. The customer did ask the question as
16 evidenced on some of your --

17 A. There was one phone call.

18 Q. -- exhibits.

19 A. The only thing I can think of where the
20 question was asked was one phone call where the
21 person did not go into specifics about where credits
22 apply. Actually from a phone call, I would expect --
23 I can understand where you -- she doesn't make that
24 distinction.

25 Q. You mentioned that sometimes a person

1 might get credits and that's discretionary.

2 A. Yes.

3 Q. If that is the case, would it be helpful
4 to have the recording of the Zoomtown call so that
5 you could hear the static on the line? I'll say
6 alleged static on the line.

7 A. Static on the line it might. Typically
8 if somebody has an ongoing problem, we would have --
9 the customer typically calls, it's not something that
10 would continue for months or with that issue. Again,
11 typically if you can go two months and you don't call
12 because the static is so bad you can't make a call,
13 probably we are not going to provide a credit.

14 Q. How are -- how is it determined which
15 calls are recorded and which are not?

16 A. It depends somewhat on what call center
17 they go to. Most of the ones that are not offsite
18 will record all of the calls. The ones that were
19 more -- that's one of the reason we moved them
20 outside, to get that capability. We didn't have the
21 equipment to do it. Other cases they are just kind
22 of randomly done just like here certain messages so
23 we can monitor and check.

24 Q. So how likely is it that this call was
25 recorded?

1 A. The one in October, to be honest I don't
2 know what call center it went to to know.

3 Q. Okay. And when calls are recorded, is
4 there some point at which they are discarded?

5 A. I don't know the answer to that. Not
6 that I know of.

7 Q. So if it was recorded, it's possible that
8 there is still a recording.

9 A. If it was recorded, it's possible it
10 still exists. Mike Owens checked, could not find a
11 recording. The presumption is that it was not
12 recorded because if it was, he probably would have
13 been able to get it.

14 Q. And is it possible that if it had been
15 recorded, that data could have been lost?

16 A. I guess that's always possible.

17 Q. Okay. I couldn't hear completely, when
18 you said you got involved and you stopped -- I wasn't
19 sure what you said.

20 A. Collections activity.

21 Q. Collections activity, are you aware the
22 customer was sent a notice that she was going to be
23 sent to collections in July?

24 A. No.

25 Q. Okay. I'll try to produce that for you

1 before we leave. I know it's in here somewhere.

2 A. I am more surprised because --

3 Q. So you were not aware I was sent a notice
4 to --

5 A. No. I'm more surprised because I
6 credited everything to your account in July. There
7 is even a note on the customer record for 7-16 that
8 says account on hold due to PUCO complaint.

9 Q. That's ironic. There you go. July 4,
10 2012. I had not made copies.

11 A. Yeah. That would have been -- that's our
12 standard. That would be standard.

13 Q. So do you acknowledge this is --

14 A. It looks like our standard --

15 Q. Bill?

16 A. Looks like our standard disconnect bill,
17 yes.

18 DR. GLENDENING: I can submit it, but I
19 would like to submit a copy, if I can wait and make a
20 copy?

21 EXAMINER FULLIN: Yeah. We can make
22 copies of that, and I would assume you would want to
23 introduce it as an exhibit so I would probably make
24 it Complainant's -- I guess I'll identify it as
25 Cross-Examination -- Cross-Examination Exhibit 1

1 since you already rested in terms of presentation of
2 your case, but I think it's something that we should
3 have on the record if you want to offer it, subject
4 to whatever.

5 (EXHIBIT MARKED FOR IDENTIFICATION.)

6 MR. HART: I have no objection to that.

7 EXAMINER FULLIN: So we'll just make a
8 point of trying to make copies of that before we
9 leave today. You don't have to go about doing that
10 right now.

11 Q. So you did testify that when an
12 appointment is missed, whether or not the company
13 would ever consider giving credit for that time would
14 depend on whether it was customer responsibility?

15 A. It may.

16 MR. HART: Speak up.

17 A. It may but there are those strict
18 guidelines for when that may happen.

19 Q. And was that ever offered to the
20 customer?

21 A. I'm not aware of any time until this one.

22 Q. And I don't know if we are supposed to
23 ask about the settlement because I don't recall that
24 being a part of that, when the offer for credit time
25 occurred in the settlement conference, was the period

1 of time essentially equivalent to the time between --

2 A. Slightly more.

3 MR. HART: Your Honor, I am going to -- I
4 think this is getting into the actual settlement
5 offers that were made and she refused so I don't know
6 how it's relevant to this discussion.

7 DR. GLENDENING: It's relevant because
8 you testified that that was offered at the settlement
9 conference and it was not.

10 A. I offered --

11 MR. HART: Wait until he rules.

12 EXAMINER FULLIN: I think that I'm really
13 not interested in hearing about settlement offers
14 that were made because at the time I think that the
15 parties all agreed that they were being offered in a
16 confidential basis, and I think that there is a -- I
17 can't cite to it. I think there is a rule that says
18 we are not supposed to consider.

19 DR. GLENDENING: It had been brought up
20 that was offered and I needed to address --

21 EXAMINER FULLIN: I think he went further
22 than he needed to.

23 MR. HART: It was brought up because she
24 asked -- it was brought up because she asked about
25 it, not because he volunteered that so.

1 EXAMINER FULLIN: She asked about it? I
2 think maybe I was asking about it.

3 DR. GLENDENING: I didn't ask.

4 MR. HART: That may be.

5 EXAMINER FULLIN: He volunteered more
6 information than what I was specifically asking but I
7 might have asked if it ever was offered but I
8 limited -- after asking that, I said, well, it wasn't
9 offered prior to the settlement conference and I
10 think maybe he even said that or at least implied
11 that it was offered at the settlement conference and
12 I suppose to impeach him for that but I would rather
13 not use that as any reason to -- I don't think that's
14 going to have much bearing on the real merits of the
15 case.

16 DR. GLENDENING: Okay. I just wanted to
17 clarify. That's all the questions I have at this
18 time.

19 EXAMINER FULLIN: Okay. Do you have any
20 redirect?

21 MR. HART: Yeah, just a little briefly.

22 EXAMINER FULLIN: Pay attention because
23 you can ask him about anything that comes up at this
24 point. As it pertains to his questioning, you can
25 ask more questions.

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REDIRECT EXAMINATION

By Mr. Hart:

Q. Let me ask you about one other term and condition in the service regulations in connection with 3 which I guess is Exhibit 2 on page 2, the next to last paragraph. Does that address your liability for problems with service?

A. Yes, it does.

Q. And what does it -- what does it say about your limit of liability?

A. If it's okay, I will just read what it says.

Q. Okay.

A. It says "The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service or facilities and not caused by the negligence of the Customer, or of the Company in failing to maintain proper standards of maintenance and operations and to exercise reasonable supervision, will in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such

1 mistake, omission, interruption, delay or error, or
2 defect in transmission occurs."

3 Q. Okay.

4 A. Essentially it limits credits to
5 prorating the monthly charges.

6 EXAMINER FULLIN: You were reading from
7 where?

8 MR. HART: Page 2 of section 3 of the
9 regulation, next to last paragraph.

10 EXAMINER FULLIN: All right. Thank you.

11 Q. And just to clarify is that a limit on
12 credits or an actual amount of the credit?

13 A. It's a limit on credits.

14 Q. Okay. And is there anything in your
15 terms and conditions that promises a credit for
16 anything?

17 A. No.

18 Q. Okay. And, again, is this a service
19 that's within the Commission's jurisdiction?

20 A. With respect to credits, no, it is not.

21 Q. All right. Just briefly on the issue of
22 whether Dr. Glendening would be charged to repair the
23 line between the two NIDs, are you aware of any place
24 where she was actually told she would be charged for
25 that?

1 A. No, I'm not.

2 Q. And, in fact, would she have been charged
3 for that?

4 A. No, she would not.

5 Q. All right. To address the issue of the
6 recordings, did you request through the normal
7 channels of the company for any recordings involving
8 her account?

9 A. Yes.

10 Q. Did that include any recordings of
11 Zoomtown calls?

12 A. It should have, yes.

13 Q. Okay. And you mentioned there may be one
14 recording you didn't get from this gentleman who had
15 the heart attack. Was that the Zoomtown call you are
16 talking about?

17 A. No. That was a call confirming the
18 repair around the 28th of December.

19 Q. Is it fair to say from your knowledge
20 there is no recording at the company of that call in
21 October?

22 A. That's true.

23 MR. HART: All right. That's all I have.
24 Thank you.

25 EXAMINER FULLIN: All right. Do you have

1 any follow up to those questions?

2 DR. GLENDENING: (Shakes head.)

3 EXAMINER FULLIN: I don't think I do
4 either.

5 Do you have any further evidence or --

6 MR. HART: Exhibits.

7 EXAMINER FULLIN: Your exhibits?

8 MR. HART: Yes.

9 EXAMINER FULLIN: Are you moving for the
10 admission of four exhibits?

11 MR. HART: I think there's four.

12 Customer notes and three pieces of the --

13 EXAMINER FULLIN: Do you have any
14 objection to the admission of those?

15 DR. GLENDENING: No.

16 EXAMINER FULLIN: Okay. They will be
17 admitted into evidence at this time.

18 (EXHIBITS ADMITTED INTO EVIDENCE.)

19 EXAMINER FULLIN: Do you have anything
20 further to present, or do you rest?

21 MR. HART: I do not. I rest.

22 EXAMINER FULLIN: Okay. We'll have
23 closing statements. If you need a few minutes, then
24 we can do that, but we will have closing statements.
25 You will go first, and then Respondent will have the

1 last chance to speak.

2 DR. GLENDENING: Okay.

3 EXAMINER FULLIN: Did you want to take a
4 few minutes?

5 DR. GLENDENING: That would be great.

6 EXAMINER FULLIN: Okay.

7 (Recess taken.)

8 DR. GLENDENING: I will give it a shot.
9 It is not as organized as the rest but, you know,
10 while I am requesting a refund of the moneys paid
11 between 10-5-11 and 12-24-11, I realize that for
12 jurisdictional reasons this is the amount -- the
13 limit that the Commission can award me. That the
14 lost income and other damages would need to be
15 pursued elsewhere.

16 However, if money was the major issue, I
17 could have accepted -- well, no, we won't talk about
18 offers either. Never mind that I -- in order for me
19 to bring this to this point I went to extra expense,
20 obviously extra time. That is because I think it's
21 important.

22 It's not about the money. It's about
23 policies and practices that affect the customer.
24 It's about responding to customer concerns. It's
25 about making sure other people don't go through this.

1 And it's about trying to make sure people are not
2 victimized and that includes myself, and I hope that
3 this has brought things to light. I appreciate the
4 time the four of you have spent here, and I'll leave
5 it at that.

6 EXAMINER FULLIN: Thank you.

7 Do you have a closing statement?

8 MR. HART: Well, I will try to be brief
9 as well. I think factually what happened here is
10 essentially miscommunication. The company thought it
11 had fixed the problem earlier which it did try to
12 help the customer out, and it turns out the problem
13 wasn't actually fixed. And unfortunately she waited
14 around on the 27th and nobody showed. That's a fact.
15 You know, the facts are what they are. We can't make
16 that unhappen.

17 But what really this complaint is about
18 is what occurred after December 27 with trying to get
19 this customer back into service and, you know, have
20 her service working appropriately. And she has just
21 not been cooperative to try to have that happen.

22 I mean, we've seen here just nitpicking
23 about little things, about different communications,
24 that she doesn't like what she was told or answers
25 weren't given or whatever. But the bottom line here

1 is what we are trying to do is provide a telephone
2 service and there as -- there's no question at all
3 that the only way that's going to happen is for
4 another repair person to come out to her house and go
5 inside. And I know she doesn't want, you know, to
6 have that happen.

7 And she's trying to do everything to
8 avoid that, but I don't see what can be done to solve
9 her problem other than allowing somebody to come into
10 the house. And in order to do that there's got to be
11 some communication to establish an appointment where
12 that can be done. And there's been evidence that the
13 company will work with her to be reasonable, to pick
14 a time that's convenient for her to do it, you know,
15 as little inconvenience to her as possible.

16 They weren't going to charge for this
17 repair. The appointment was to get the service up
18 and working. So, you know, factually, you know,
19 we're sorry what happened to her happened. You know,
20 it's just a fact of life that occasionally, you know,
21 things don't go the way they are planned. But where
22 do we go from here is really the question.

23 And the company's done everything
24 possible to try to advance the ball, but it's really
25 not getting any cooperation so it brings me to kind

1 of the second part of our argument and I won't get
2 into every issue but basically following the motion
3 to dismiss is not really clear what she's asking the
4 Commission to do.

5 We're talking about a service that's
6 deregulated. There are no regulations from the
7 Commission that apply to this. There are no service
8 standards. There are no policies and credits and so
9 forth that the Commission can say, you know,
10 Cincinnati Bell do this. So I'm not really sure what
11 it is she's expecting the Commission to do for her.

12 Obviously she's, you know, attempting to
13 prove some kind of an unfair and deceptive practice
14 but, you know, when the statute is carefully read,
15 it's really intended to address situations where
16 customers are misled by, you know, something the
17 company said about issues raised, terms of service,
18 and we are really not talking about -- we are really
19 talking about here a missed service appointment.
20 It's not a question about what are the terms of
21 service. They are plainly on the internet, and we
22 have looked at some of those today and, in fact,
23 where they are applicable they eliminate this claim.

24 The terms of service clearly says the
25 company has to be given access to its property to

1 repair it. It says she can't have a third party do
2 that and charge it to her -- or to us. It limits
3 credits to a pro rata portion of the bill. There's
4 not credits for her lost time which, you know, this
5 is an issue for another day, I suppose. But, you
6 know, bottom line I don't -- factually don't think
7 she's proven any of the allegations she's made.

8 And, secondarily, there is really not
9 much the Commission can do for her in that regard so
10 we would ask the Commission find that there's not
11 been anything improper that's within its purview here
12 and dismiss the complaint.

13 EXAMINER FULLIN: Thank you.

14 MR. WILHELM: Am I allowed to say one
15 last thing?

16 MR. HART: No.

17 EXAMINER FULLIN: I'll bring this hearing
18 to close. And the only other thing I would add I do
19 thank everyone here for their time and efforts. And
20 I'll do my best to get a decision before the
21 Commission as soon as I can.

22 (Thereupon, the hearing was concluded at
23 4:56 p.m.)

24 - - -

25

CERTIFICATE

I do hereby certify that the foregoing is
a true and correct transcript of the proceedings
taken by me in this matter on Friday, December 14,
2012, and carefully compared with my original
stenographic notes.

Karen Sue Gibson, Registered
Merit Reporter.

(KSG-5627)

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Summary: Transcript of Terry Sky Glendening vs Cincinnati Bell Telephone hearing held on 12/14/12 electronically filed by Mrs. Jennifer Duffer on behalf of Armstrong & Okey, Inc. and Gibson, Karen Sue Mrs.