

BEFORE THE 2013 MAY -3 PM 4: 15 PUBLIC UTILITIES COMMISSION OF OHIO

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In the Matter of the Complaint of Robert P. Madison International, Inc.,))
Complainant,) Case No. 13-1135-TP-CSS
v.)
The Ohio Bell Telephone Company dba AT&T Ohio))
Respondent.	,

COMPLAINT

Now comes Robert P. Madison International, Inc., pursuant to Ohio Revised Code §§ 4905.22, 4905.26, and 4927.21, for its complaint against The Ohio Bell Telephone Company dba AT&T Ohio, and in support of its request for relief, states as follows:

PARTIES

- 1. Complainant, Robert P. Madison International, Inc. ("RPMI"), is a professional corporation organized and existing under the laws of the State of Ohio with its principal place of business in Cleveland, Ohio. RPMI is an architectural and engineering firm.
- 2. Respondent, The Ohio Bell Telephone Company dba AT&T Ohio ("AT&T"), is a corporation organized and existing under the laws of the State of Ohio with its principal place of business in Cleveland, Ohio. AT&T is a "telephone company" within the meaning of R.C. § 4905.03(A) and is, therefore, within the Commission's jurisdiction, pursuant to, among others, R.C. §§ 4905.04 and 4927.04.

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BACKGROUND

- 3. At all times relevant to this Complaint, RPMI's primary office is and has been located at 2930 Euclid Avenue, Cleveland, Ohio ("Primary Office").
- 4. At all times relevant to this Complaint, AT&T provided local exchange and other services to RPMI at its Primary Office.
- 5. On or about June 8, 1989, RPMI entered into a 36-month equipment lease with AT&T or its affiliate/predecessor for an AT&T Spirit Telephone System (the "Telephone System"). A copy of the Equipment Agreement and General Lease Agreement are attached hereto as Exhibits 1 and 2, respectively, and are incorporated herein by reference.
- 6. The Telephone System was installed and was utilized by RPMI at its temporary field office located in the Marion Building, 1276 W. 3rd St., Cleveland, Ohio ("Temporary Field Office").
- 7. AT&T provided local exchange and other services to RPMI at its Temporary Field Office.
- 8. On or about November 1, 1989, AT&T installed a circuit at RPMI's Temporary Field Office. A copy of the Time and Material Invoice reflecting the circuit installation is attached hereto as Exhibit 3 and incorporated herein by reference.
- 9. In 1994, RPMI closed its Temporary Field Office, returned the leased Telephone System to AT&T, and cancelled all telephone services provided by AT&T to the Temporary Field Office.
- 10. Unbeknownst to RPMI, AT&T continued to charge RPMI for telephone services associated with the Temporary Field Office from 1994 through approximately January 2013.

- 11. RPMI was unaware of the charges it was incurring for telephone services associated with the Temporary Field Office, as such charges are not listed, itemized, or otherwise explained on AT&T's monthly invoices to RPMI.
- 12. A copy of an illustrative AT&T bill to RPMI, for the period October 23, 2012 to November 22, 2012, is attached hereto as Exhibit 4 and incorporated herein by reference.
- 13. Beginning in October 2012, RPMI contacted AT&T to inquire about ways to reduce its monthly telephone charges; however, AT&T was not able to direct RPMI to the proper account manager until January 2013.
- 14. On or about January 9, 2013, in a phone conversation with Roman Barraza, AT&T Account Manager, RPMI learned for the first time that AT&T had been improperly billing RPMI for telephone service at the Temporary Field Office for approximately 18 years.
- 15. AT&T finally terminated the charges associated with service to the Temporary Field Office on or about January 11, 2013.
- 16. Upon information and belief, and according to Mr. Barraza, AT&T had been charging RPMI approximately \$300 per month from at least January 1995 through January 2013 for telephone service associated with the Temporary Field Office.
- 17. Upon information and belief, and according to Mr. Barraza, the continuing charges for service associated with the Temporary Field Office were included in the "Monthly Charges" identified on RPMI's bills, as listed on page 1 of Exhibit 4.
- 18. RPMI's bills, including Exhibit 4, did not clearly or conspicuously disclose the fact that AT&T was continuing to charge any fees associated with the Temporary Field Office after services at that location were terminated.

19. Upon learning of the overbilling, RPMI attempted informal resolution with AT&T, but no resolution was achieved.

COUNT ONE Unlawful Service Charges

- 20. RPMI incorporates the allegations set forth in the preceding paragraphs as if fully set forth herein.
- 21. From approximately January 1995 until January 2013, AT&T billed RPMI for services not provided to RPMI.
- 22. All of the charges associated with service at the Temporary Field Office imposed by AT&T after RPMI requested termination of its services at the Temporary Field Office violated Ohio law, the Commission's rules, Commission Orders and/or the applicable Tariff(s).
- 23. The bills issued by AT&T to RPMI from approximately January 1995 to January 2013 failed to clearly and/or conspicuously disclose the information that RPMI needed to contest the charges associated with the Temporary Field Office, as required by O.A.C. 4901:1-6-17.
- 24. The bills issued by AT&T to RPMI from approximately January 1995 to January 2013 failed to provide a clear, plain language description of the services purportedly rendered by AT&T to RPMI, as required by O.A.C. 4901:1-6-17.
- 25. The charges billed from approximately January 1995 to January 2013 by AT&T for services associated with the Temporary Field Office were unlawful.

COUNT TWO Unjust and Unreasonable Service Charges

26. RPMI incorporates the allegations set forth in the preceding paragraphs as if fully set forth herein.

- 27. All of the charges associated with service at the Temporary Field Office imposed by AT&T after RPMI requested termination of its services at the Temporary Field Office were unjust and unreasonable.
- 28. The bills issued by AT&T to RPMI from approximately January 1995 to January 2013 failed to clearly and/or conspicuously disclose the information that RPMI needed to contest the charges associated with the Temporary Field Office, as required by O.A.C. 4901:1-6-17.
- 29. The bills issued by AT&T to RPMI from approximately January 1995 to January 2013 failed to provide a clear, plain language description of the services purportedly rendered by AT&T to RPMI, as required by O.A.C. 4901:1-6-17.
- 30. The charges billed by AT&T to RPMI from approximately January 1995 to January 2013 for services associated with the Temporary Field Office were unjust and unreasonable.

COUNT THREE Violation of Truth-in-Billing Requirements

- 31. RPMI incorporates the allegations set forth in the preceding paragraphs as if fully set forth herein.
- 32. The bills issued by AT&T to RPMI from approximately January 1995 to January 2013 failed to clearly and/or conspicuously disclose the information that RPMI needed to contest the charges associated with the Temporary Field Office.
- 33. The bills issued by AT&T to RPMI from approximately January 1995 to January 2013 failed to provide a clear, plain language description of the services purportedly rendered by AT&T to RPMI and, as a result, were misleading.
- 34. The bills issued by AT&T to RPMI from approximately January 1995 to January 2013 violated O.A.C. 4901:1-6-17.

PRAYER FOR RELIEF

WHEREFORE, Robert P. Madison International, Inc., requests that the Commission:

- a. Issue an Order declaring the charges imposed by AT&T on RPMI for service associated with the Temporary Field Office during and after January 1995 to be unlawful;
- b. Issue an Order declaring the charges imposed by AT&T on RPMI for service associated with the Temporary Field Office during and after January 1995 to be unjust and unreasonable; and/or
- c. Issue an Order declaring the bills issued by AT&T on RPMI for service associated with the Temporary Field Office during and after January 1995 to be in violation of O.A.C. 4901:1-6-17;
- d. Assess the maximum civil forfeitures permitted by law; and/or

e. Order any other relief that the Commission deems appropriate.

Musting S. Wales Laura C. McBride (#0080059) Christine E. Watchorn (#0075919)

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Attorneys for Robert P. Madison International, Inc.

Equipment Agreement



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BILLABLE TIME AND/OR MATERIAL

TERMS AND CONDITIONS

The following are the terms and conditions under which AT&T Information Systems Inc. (AT&T) will perform maintenance, moves changes and/or disconnection services indicated on the reverse hereof. Charges will apply for such services unless AT&T has agreed to perform the services under another agreement between AT&T and Customer.

- 1. Invoices and Payments: An invoice for services will equal the sum of: time (in quarter hour increments or portion thereof with a one or two hour minimum), applicable material charges, and taxes.
 - Payment is due thirty (30) days from the invoice date.
- 2. Materials: When performing services under this Agreement, AT&T may use at its discretion new or remanufactured materials, including parts or products. In those cases where new or remanufactured products or parts are no longer available, AT&T may use, at its discretion, used parts or products. All materials removed but replaced with AT&T materials become the property of AT&T. For equipment owned by the Customer, all materials used in replacement shall become Customer's property.
- 3. Warranty: AT&T warrants to the Customer that parts or products (in the case of an exchange) used or supplied under this Agreement will work properly for a period of 90 days from the date of completion of services under this Agreement. If Customer notifies AT&T within the warranty period that a part or product used or supplied under this Agreement fails to work properly, AT&T shall repair or replace (at AT&T's option) such part or product at no expense to the Customer. Subsequent repair or replacement of the part(s) or product(s) does not extend the warranty. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE AT&T'S OBLIGATION TO REPAIR OR REPLACE AS SET FORTH ABOVE.
- 4. LIMITATION OF LIABILITY: NEITHER AT&T, ITS AFFILIATES, PARENT CORPORATION NOR SUBCONTRACTORS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) SUSTAINED OR INCURRED IN CONNECTION WITH SERVICES PERFORMED OR MATERIALS SUPPLIED UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES WERE FORESEN OR UNFORESEEN; AND, EXCEPT FOR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF AT&T, NEITHER AT&T, ITS AFFILIATES, PARENT CORPORATION NOR SUBCONTRACTORS SHALL BE LIABLE FOR DIRECT DAMAGES IN EXCESS OF \$50,000.00, NO ACTION OR PROCEEDING AGAINST AT&T, ITS AFFILIATES, PARENT CORPORATION OR SUBCONTRACTORS MAY BE COMMENCED MORE THAN TWO (2) YEARS AFTER SERVICES ARE COMPLETED.
- 5. PROOF OF WARRANTY: THIS DOCUMENT IS THE CUSTOMER'S PROOF OF WARRANTY AND SHOULD BE PRESENTED TO THE AT&T TECHNICIAN PRIOR TO PERFORMANCE OF ANY WARRANTY SERVICE.



Page 1 of 8
Account Number

Biffing Date Nov 22, 2012

Web Site att.com

Invoice Number 216861819511

Monthly Statement

Oct 23 - Nov 22, 2012

Bill-	At-A	-Gla	nce
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Total Amount Due

\$1,085,74

Amount Due in Full by

Dec 11, 2012

Billing Summary

Billing Questions? Visit att.com/billing

Plans and Services 1.012.07

1-800-660-3000

1-800-660-300

Repair Service: 1-800-727-2273

Telecommunications Relay System:

1-800-750-0750

AT&T Long Distance

1-800-660-3000

, , ,

USBI

1-888-472-8724

25.52

48.15

Total of Current Charges

1,085.74

M# 3885)

News You Can Use Summary

PREVENT DISCONNECT

LONG DISTANCE INFO

• WALK-IN BILL PAYMENT

• LISTINGS

PAYMENT & INQUIRIES

See "News You Can Use" for additional information.

Exhibit 4

Return bottom portion with your check in the enclosed envelope.

Detail of Payments and Adjustments

ltem		
No. Date Description	Adjustments	Payments
1 10-24 Payment		1,145.42
2 11-10 Payment		1,117.93
Totals	.00	2,263.35

Plans and Services

Monthly Service - Ney 22 thru Dec 21	
Monthly Charges	813.90
Federal Access Charge	72.93
Total Monthly Service	B86.83

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item Monthly Amount No. Description Quantity USQC Rate Billed Date: Nov 1, 2012

Order Number Q1101020156

Total Usage for Calling Area C

Total Local Calling Plus Charges

607 Call(s) were placed with your Measured Line
730 Call(s) were allowed

1 Minute(s) billed at \$.0406 each

1 Call(s) were placed with your Measured Line 219 Call(s) were allowed

Pay Per Use Services

No. Date Time Number
Call(s) Charged to 216 861-8195
Automatic Call Back
1 11-20 115P 301 655-5583
Total Call(s) Charged to 216 861-8195

Call(s) Charged to 216 861-8196

Automatic Call Back
2 10-26 1108A 301 336-3181 3.00
Total Call(s) Charged to 216 861-8196 3.00
Total Pay Per Use Services 6.00
Total Local Calls 6.04

Local Services provided by AT&T Milnois, AT&T Indiana, AT&T Michigan, AT&T Ohio or AT&T Wisconsin based upon the service address location.

GO GREEN - Enroll in paperless billing.

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Page 2 of 8 Account Number

Billing Date Nov 22, 2012

Invoice Number 216961819511

Plans and Services

Information Charges

411 and 555-1212

6 Call(s) made to 1+411 6 Call(s) billed at \$1.99 each

11.94

Local Toll

No. Date Time Place Called Number

Code Min

Call's Charged to 216 861-0784 411 and 555-1212

t Call(s) billed at \$1.99 each

Local Toll - Continued Calls Charged to 216 B61-5616 411 and 555-1212 2 Call(s) billed at \$1.99 each



Page 3 of 8
Account Number
Billing Date Nov 22, 2012

Invaice Number 216861819511

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Distance, access www.att.com/servicepublications 13 10-08 312P PITTSBIRGH PA 412 343-8833				
14 10-12 417P DENVER CD 303 839-2985 D 3:03 O.				
INVESTOR SUBMENTY 15 10-16 1015A BETHESDA 16 10-17 ADP ETHESSA 17 10-26 1017A BETHESDA 18 10-29 920A BETHESDA 18 10-29 10-39 1655-5883 18 10-19 00B 655-5883 18 10-19 00B 655-5		······································		
Age of November 09, 2072				.00
Account Codes REC 11/07-12/06 1 10.00 1 10.20 1022 10.20 10.			** ** ** ** ******* *** *** *** * ******	.00
18 10-29 920A BETHESDA MD 301 655-5583 D 0:30			*- *- ·- · · · · · · · · · · · · · · · ·	.00
19 10-29 1128A MADISON IN 812 701-1391 D 0.52 0.00		• · · · ·	• • • • • • • • • • • • • • • • • • • •	.00
Subtotal Bonestic Called Number Code Hin Anount Anount Code Hin Anount Code Code Hin Anount Code Hin Anount Code Hin Anount Code Code Hin	·		19 10-29 1128A MADISON IN 812 701-1391 D 0:52	,00
3.45 21 10-02 2004 BETHESDA 10 301 030-030 20 201		•	20 10-29 1242P MADISON IN 812 701-1391 D 8:50	.00
## 48.15 ### 22 11-01 1009A CAPITOLHTS MD 301 338-3181 D 44:18			21 10-29 256P BETHESDA HD 301 655-5583 D 25:44	.00
23 11-02 1222P CAPITOLHTS ND 301 336-3181 D 0:30 .00 25 11-02 1222P BETHESDA ND 301 365-5683 D 14:41 .02 26 11-02 1223P BETHESDA ND 301 655-5683 D 14:41 .02 27 10-02 1223P BETHESDA ND 301 655-5683 D 14:41 .02 28 Upper of Service			22 11-01 924A BETHESDA MD 301 655-5563 D 2:17	.00
25 11-02 1223P BETHESDA ND 301 655-5683 D 14:41	GIBI EUAGICS SWIMBLY	40.19	23 11-01 1009A CAPITOLHTS MD 301 338-3181 D 44:18	.00
Subtotal Domestic Calls for chester headerson Display Code Period Oty	smiles. Phanton		24 11-02 1222P CAPITOLHTS ND 301 336-3181 D 0:30	.00
ype of Service	in a teta wine Aga		25 11-02 1223P BETHESDA ND 301 655-5683 D 14:41	00
1. Account Codes MRC	onthly Service Charges		Subtotal Domestic Calls for chester henderson	.00
2. BUS BOT 700MIN II 1Y 11/07-12/0B 1 31,00 26 10-19 350P AKRON 0H 330 761-2987 D 8:21 .00 27 10-22 1246P NO CAHTON 0H 330 497-6700 D 1:35 .00 27 10-22 1246P NO CAHTON 0H 330 761-2967 D 2:52 .00 28 11-01 104P AKRO	•	40.00	kevin madison	
25 10-19 390 P ARROW 01 330 761-297 D 8:21 .00	***		No. Date Time Place Called Humber Code Him	Amount
otal Service Charges 41.00 28 11-01 104P AKRON OH 330 761-2967 D 2:52	-, -, -, -, -, -, -, -, -, -, -, -, -, -		26 10-19 350P AKRON ON 330 761-2967 D 8:21	,00
Align Subtotal Domestic Calls for kevin madison Office	eral limituit sataina mini Ane	71.74		.00
Charges - Oct 7th thru Nov 5th Charges - Oct 8th Charges -	otal Sarvice Charges	41.00	28 11-01 104P AKRON OH 330 761-2967 D 2:52	.00
### robert Klann	all Charges - Oct 7th thru Nov 6th		Subtotal Domestic Calls for kevin madison	.00
Mo. Date Time Place Called Number Code Nin Anount	n11s for 216-881-0784		robert klann	
785 Terra mentagrasin				Anount
D. DRIE TIME FIRE STITED NUMBER CHIEF CODE WITH AMOUNT 30 10-25 BIOA DAYTON ON 837 256-3229 D 0:56 .00				.00
31 10-12 342F COLUMBOO ON 014 400-01-01 U 2:32			30 10-25 910A DAYTON ON 937 256-3229 D 0:56	.00
	3 10-12 342F CULUMBOO ON 014 409-0737 U 2:52		31 10-26 1131A ELGIN IL 847 841-0593 D 3:12	00



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Billing Date Nov 22, 2012

Invoice Number 216861819511

	ıg Dista						No. Date Time Place Called Number Code Him	Amount
							51 10-29 125P WOOSTER OH 330 263-5258 D 7:29	.00
veice Billing -	Continued					······································	52 10-29 223P WOOSTER ON 330 263-5258 D 2:00	.00
ert madison						*	53 10-29 358P AKRON OH 330 858-1716 D 0:54	.00
Date Time			Humber	_Code		<u>Anount</u>	54 10-29 404P AKRON ON 330 858-1716 D 0:34	.00
10-23 245P		GA 404	492-2408	D		.00	55 11-01 954A AKRON OH 330 572-2164 D 0:30	.00
11-02 1248P	ATLANTA	GA 404	492-2406	D	6:31	00،	56 11-02 1139A AKRON OH 330 572-2212 D 15:07	.00
11-05 207P	WASHI NGTO#	DC 202	726-4128	D	3:15	00	57 11-02 218P AKRON OK 330 572-2212 D 15:07	.00
itotal Domestic	Galls for	robert	medison			.60		.00
							59 11-05 500P AKRON OH 330 572-2212 D 3:29	.00
dra madiaen							60 11-05 50BP AKRON ON 330 572-2100 D 0:30	.00
Date Time	Place Calle	ıd I	imber	Code	Min	Anount	61 11-05 508P AKRON OH 330 572-2212 D 0:30	.00
10-08 1231P			864-2100	D	2:54	.00	62 11-08 916A AKRON OH 330 572-2100 D 2:28	,00
10-08 358P			572-2100	Ō	3:31	.00	63 11-06 141P AKRON ON 330 858-1716 D 2:13	00
10-10 1124A			746-1651	ū	5:52	.00		
			345-8558	Ď	5:38	.00	Subtotal Domestic Calls for sandra madison	.00
			345-6556	D	11:42	.00		
							sanira kazazio	
			746-1651	D	4:47	.00	No. Date Time Place Called Number Code Min	Amount
	**		345-6556	D	2:29	,00 	64 10-10 1232P LORAIN ON 440 960-2777 D 0:30	.00
	FREDECKSBG			D	0:30	.00	65 10-19 418P LORAIN ON 440 960-2777 D 0:55	.00
10-11 922A			572-2100	D	0:40	.00		
	PREDECKSEG			Đ	3:58	.00	Subtetel Domestic Calls for senira kazezic	.00
	FREDECKSEG			Đ	0:30	.80	A00-54-64 - 4-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	
10-11 1 142 A			263-5258	Đ	1:02	,00	Total Demostic Calls for 216-801-5616	00
10-11 316P	FREDECKS96	OH 330	695-25!5	Ð	0:51	.00	19/81 BOMBOCIA ABILO JOS TIA-CAI-AGIA	, 100
10-11 403P				D	6:58	.00	Total Calls for 216-561-5616	.00
10-12 951A	AKRON	OH 330	858-1716	D	2:18	.00	Intel cello in Tib-hal-adit	.00
10-12-1007A	FREDECKSBG.	OH330.	695-2515	D.	-10:09.			TAI 71 71 71 1
10-12 1148A	WOOSTER	OH 330	263-5258	D	1:08	.80	Calls for 216-861-8196	
10-15 425P	AKRON	OH 330	572-2100	Đ	4:17	.00	Domestic	
10-16 251P			572-2100	Ď	10:05	.00	ton toth	
•- •	FREDECKSBG			Ď	8:31	.00	No. Bate Time Place Called Number Code Nin	Amount
	FREDECKSBG			Ď	0:30	.00	86 10-16 2189 EPROVIDUCE RI 401 434-4585 D 4:31	00
10-17 152P			672-2100	Ď	0:50	.00		
			572-2100	Ď	4:42	.00	Subtotal Domestic Calls for fow toth	.00
			283-5258	Ď	0:30			
AGD						.00	Tetal Domestic Calls for 216-861-8196	.00
10-18 225P			345-6556	D	5:15	.00		
			746-1651	D	2:16	.00	Total Calls for 216-851-8198	. 00
10-22 311P			264-8068	D	2:00	.00		·
10-22 316P			746-1651	D	0:30	,00	Calls for 216-861-8327	
10-23 1217P			572-2212	D	0:30	.00	Domestic	
10-23 1232P			345-6556	D	0:30	.00	chester henderson	
10-23 133P			315-3730	D	0:39	.00	No. Date Time Place Called Number Code Min	Amount
10-23 336P			572-2100	Ð	1:47	.00	67 10-12 206P BETHESDA NO 301 656-5583 D 2:06	
10-23 338P	AKRON	OH 330	572-2141	D	0:30	.00		
10-23 355P	AKRON	OH 330	572-2100	D	0:47	.00		.00
10-24 1052A	AKRON	OH 330	572-2100	D	7:19	.00		.00
10-24 117P			472-0807	B	0:30	.00	70 10-20 1255P MADISON IN 812 701-1391 D 1:22	.00
10-24 134P			201-0612	Ď	0:30	,00	71 10-29 359P BETHESDA MD 301 665-5583 D 5:16	.00
10-24 153P			572-2212	D	3:02	.00	72 11-01 1123A CAPITOLNTS MD 301 338-3181 D 7:17	.00
			315-3730	Ö	10:52	.00	73 11-02 1014A ATLANTA GA 404 492-2408 D 0:31	
10-24 215P (10-24 420P (572-2100	Ď	3;02	.00		
			572-2212	Ď	0:30		Subtotal Domestic Calls for chester henderson	.00
				_		.00		
10-25 923A				D	8:18	.00		
10-28 249P			263-5258	D	3:00	.00	·	
10-20 1015A			633-6735	D	0:36	.00		
10-29 1016A			633-6735	Đ	1:00	,00		
10-29 113P			818-4862	D	0:53	.00		
10-29 120P			679-4032	Ð	4:40	.00		





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Billing Date Nov 22, 2012

Invoice Number 216861819511

3,24 3,70

.00 2.44 1.01 .00 3.45

А	T&T	ong Dist	ance			,			Universa?	Service Fee		
Inve ice	B1111	ng - Continue	d					Total Surcha	erges and o	ther Fees		
kevin i								Taxes				
		ise Placa Cal		<u>Humber</u>	Code		Amount	31. Federal				
1 11	1-02 12	56P AKRON	OH 33	0 865-4855	D	1:33	.00	32. State	-			
		atic Calls fo	r kevin	nedison			.00	33. Municia 34. Non Hos Total Taxes				
robert								IAMI IMMAD				
		ine Place Cal		Number	Code		Amount	****** ACCI	XINT CODE C	HARGE SUMMARY REP	ORT ******	
		06P ELGIN		7 841-0593	D	5; 52	.00					
-		21P AVON		0 695-4480		1:07	00,	This is a Su	mmary Repo	rt ONLY of Accoun	t Code	
4 10)-19 2	12P ELGIN	IL, 84	7 841-0593	D	2:50 _				revious pages. The		
Subtota	al Dame	stic Calls fo	r rober	t klann			.00	additional o				
robert		n iwa Placa Cal	lad	Number	_ Code	Min	Anount					
		41P HMYRCYZNO			D	1:11	.00	chester hand	lerson			
9 [1	1-09 I	TIF NMINDIANO	1 01 21	T 010-408E	v	1011 _	.00					
abtota	1 Bome	stic Calls fo	r rober	t madison			.00	Donestic	Calls 1	Hr:Nin:Sec 0:02:31	Amount 0.00	
andra i		n ima <u>Place Cal</u>	7ed	Number	Code	Hin	Amount	Domestic	16	2:29:24	0.00	
		43P PAINESVL		0 350-0832	D	2:38	.00	Name and A	-	N. 48 . Au		
7 10	-08 3	17P AKRON		0 572-2212	D	0:51	.00	Domestic	7	0:18:07	0.00	
8 10	-12 3	36P NORTHINGT	H OH 61	4 842-2022	D	1:25	.00	Total_for	**	2:50:03	\$0.40	
		43A-400STER	OH-33	0 -263-5236	 D-	0:30-	00	chester hend	24	A 194 A	- 47.49	
•		44A WOOSTER		0 263-5258	D	0:53	.00	Alleg Cel Helle	164 6011			
••		49P COLUMBUS		4 679-4932	D	0:30	.00					
		IBA FREDECKSØ			_	32;59	.00					
		18P AKRON		0 572-2100	D	1:42	.00					
		36P WOOSTER		0 345-6566	D	12:04	.00					
		34P WOOSTER		0 345-6556	Đ	11:25	.00					
		SSP CANTON		0 265-8516	9	0:30	.00					
		53P AKRON		9 572-2212	0	20:32	.00					
		19P WESTERVL 12A Wooster		4 818-4662 0 749-3363	. D	4:51 0:30	.00 .00					
••		IBP WOOSTER		0 201-0812	D	0:30 8:25	.00					
		107 MUUSTEK 12a Fredecksbi			D	0:30	.00					
		99A FREDECKSBI			Ď	2:26	.00					
		18P AKRON		0 572-2212	Ď	1:38	.00					
		1A FREDECKSBI			Ď	1:53	.00					
		4P WESTERVL		4 818-4862	Ď	0:39	.00					
		7P SYRACUSE	NY 31	5 443-0205	Đ	0:30	.00					
		8P SYRACUSE		5 443-0252	D	0:31	.00					
28 11-	-05 3	BP SYRACUSE	HY 31	5 443-1870	D	4:47 _	.00					
20 11												
	1 Dome:	itic Calls for	sandra	a madison			.00					
aub to ta		itic Calls for Calls for 21					. 0 0 . 0 0					

.00

.00

.46

Total Calls for 216-861-8327

Surcharges and Other Fees
29. Federal Regulatory Fee

Total Call Charges



Page 6 of 8 **Account Number**

Billing Date Nov 22, 2012

Invoice Number 216861819511

ATST	Long D	istance		Invoice Billing - Continued	
·	Long D	TOTATIO			incunt.
Invoice Billi	ing - Cont	inued		Domestic 1 0:04:30	0.00
kevin madiscr	n			1 15 15	\$0.00
	Calls	Hr:Hin:Sec	Amount	tom toth Total 130 10:01:33	\$0.00
Domestic	3	0:12:47	0.00	Account Code	44.84
Domestic	1	0:01:33	0.00	Activity	
Total for	4	0:14:20	\$0.00	Total Invoice Charges	48.15
kevin madisor	В			Key for Calling Codes:	
				A Anytime B Collect	C Calling Card
robert klann				D Day E Evening	F Call Forwarding
TOPOL KIGHI				H Third Number Special Intrastate	L Late Night
	Calls	Hr:N1n:Sec	Amount	M Multiple Rate Period N Night/Weekend	D. Davison du Davison
Domestic	3	0:05:29	0.00	O Operator Completed - Dial Rates Apply R Standard Overseas S Station to Station	P Person to Person T Discount Overseas
				X Conference Y Economy Oversea	
Domest1c	3	0:09:48	0.00	V contending (frommy character	o o imae iray
Total for rebert klann	• 6	0:15:17	\$0.00	Total AT&T Long Distance	48.15

News You Can Use

PREVENT DISCONNECT

Thank you for being a valued customer. It is important to inform you that all charges must be paid each month to keep your account current and prevent collection activities. In addition, please be aware that we are required to inform you of certain charges that MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are \$1,085.74.

LONG DISTANCE INFO

Our records indicate that you have selected multiple local toll and long distance companies for the lines on which a selection has been made.

WALK-IN BILL PAYMENT

Effective 12/1/2012, the convenience fee charged by AT&T Authorized/Contracted Payment Agents on wireline customer payments will increase to \$2.00. This fee, which must be paid in cash, is separate from the AT&T monthly bill and is paid to the payment vendor for processing bill payment transactions. Other payment options that do not require a convenience fee include payments via automatic debit from a bank account, online payment, pay-by-phone IVR transaction, a mailed check, or payments at an AT&T Company-Owned Retail Store.

LISTINGS

Effective 01/03/2013, rates will increase for the following Directory Listings Products: Additional Listings, Alternate Call Listings, Cross Reference Listings, Foreign Additional Listings, and Night, Sunday and Holiday Listings from \$3.00 to \$3.50. For more information, please visit us on line at www.att.com or call the toll free number on your bill. Thank you for choosing AT&T.

Domestic. 23 1:53:35 0.00 Total for 6:48:12 \$0.00 sandra madison sanira kazazio Calls Hr: Hin: Sec Amount Domestic 0:01:24 0,00

Hr:Hin:Soc

0:01:06

0:45:27

0:01:10

0:47:45

Hr:Hin:Sec

0:31:36

3:23:00

0:01:24

0.00

0.00

0.00

0.00

0.00

\$0.00

tom toth

Total for

samira kazazio

robert madison

Domestic

Domestic

Domestic .

Total for

robert madison

sandra medison

Domest1c

Domestic

Calla

Exhibit 4





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Billing Date Nov 22, 2012

Invoice Number 216861819511

News You Can Use

News You Can Use - Continued

PAYMENT & INQUIRIES

Allow 5 days when paying by mail. You may also pay at an authorized agent or by calling 1.800.660.2626 to Charge by Phone. Nonpayment of tall or non-regulated services may result in disconnection or restriction of such services and/or collection action. For problems with your business service, please call us at 1.800.480.9098.

If your complaint is not resolved after you have called AT&T, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1.800.686.7826 (toll free) from eight a.m. to five p.m. weekdays, or at http://www.puco.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).

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Account Number

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Questions? 1-888-472-8724

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Important Information

Reminder: Nonpayment of long distance/toll charges may result in the restriction of long distance/toll services and referral to a collection agency.

This portion of your bill is provided as a service to the company identified above. Please review all charges carefully - they may include those of a service provider not shown on a previous bill. If you have any questions or concerns, call the telephone number shown above.

Current Charges

Itemized Charges and Cre No. Date Description	dits			
NATIONWIDE LD SVC. INC	·····			
1 10-22 FEDERAL UNIVERSAL SERVICE FUND FEE			.73	
2 11-01 NATIONWIDE LD SVC.INC-BUS, MULTILINE			12.87	
Billing question? Call 1-800-853-7409				12.07
www.billview.com	1-000-000-1-000			
Provider not affiliated	with AT & T			
3 11-01 NATIONWIDE LD SVC MONTHLY FEE				4.95
Billing grestion? Call 1-800-853-7409			7.00	
www.billview.com	1 000 000 1405			
Provider not affiliated	with AT & T			
4 11-01 CARRIER ASSESSED - USE RECOVERY FEE			2.97	
Total for NATIONWIDE LD SVC, INC.			21.52	
Total itemized Charges and Credits			21.52	
Long Distance				
No. Date Time Place Ca	lled Number	Code	Min	
NATIONWIDE LD SVC. INC				
Itemized Calls				
1 10-19 356P ELGIN	IL 847 841-0593	D	В	.90
2 11-07 1155A AKRON	OK 330 962-3635	D	1	.18
3 11-14 304P AKRON	OH 330 572-2100	D	3	.54
4 11-14 324P AKRON	OH 330 572-2100	D	3	.54
Total Itemized Calls				2.16
Total for NATIONWIDE LD SVC, INC.			2.16	
,				
Key for Calling Codes:				
D Day				
•				
Total Long Distance Charges			2.16	
Taxes				
Sales at 7.75%				1.84
T . 1 1100				
Total USBi				25.52

