

FILE

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BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO
RECEIVED-DOCKETING DIV
2004 OCT 25 PM 4: 16

In the Matter of the Complaint of)
Internet Access Providers and)
Data Communications, Inc.,)
Complainant) Case No. 01-1741-TP-CSS
v.) Case No. 02-669-TP-CSS
SBC Ohio,)
Respondent.)

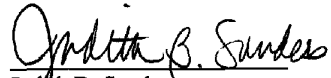
PUCO

MOTION FOR ORDER
TO WITHDRAW OR STAY
COLLECTION ACTION
AND REQUEST FOR
EXPEDITED RULING

Now comes complainant, Internet Access Providers and Data Communications, Inc. (IAP) and hereby moves for an Order from the Commission instructing SBC Ohio (SBC) to withdraw or, in the alternative, stay the collection action filed by SBC in the Common Pleas Court of Clark County on October 18, 2004, Case No. 04-CV-1184 while this case is pending. The rates and charges that SBC is seeking to collect through that complaint are at issue in these combined cases, and therefore the Commission has jurisdiction over those issues. A memorandum in support of this motion is attached hereto and incorporated by reference herein. IAP seeks an expedited ruling on this motion because the Commission should act on this motion before a responsive pleading is due in the Common Pleas Court case. Counsel for IAP has not had an opportunity to discuss the expedited ruling with counsel for SBC.

This is to certify that the images appearing are an
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Technician CN Date Processed 10/25/04

Respectfully submitted,

A handwritten signature in cursive script, reading "Judith B. Sanders".

Judith B. Sanders

Bell, Royer & Sanders Co., LPA

33 South Grant Avenue

Columbus, Ohio 43215

(614) 228-0704

(614) 228-0201 (FAX)

**ATTORNEYS FOR INTERNET
ACCESS PROVIDERS AND
DATA COMMUNICATIONS,
INC.**

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Complaint of)	
Internet Access Providers and)	
Data Communications, Inc.,)	
)	
Complainant)	Case No. 01-1741-TP-CSS
)	
v.)	Case No. 02-669-TP-CSS
)	
SBC Ohio,)	
)	
Respondent.)	

**MEMORANDUM IN SUPPORT OF
MOTION FOR ORDER
TO WITHDRAW OR STAY
COLLECTION ACTION
AND REQUEST FOR EXPEDITED RULING**

In the amended complaints filed in these combined cases on July 22, 2004, IAP described numerous failures by SBC to correctly install and maintain its services and facilities, causing IAP not only to incur, *inter alia*, substantial damage to its business, but also to order additional services from SBC that would not have been necessary had SBC provided adequate service in the first place. SBC also charged IAP for lines that were unusable, despite specific requests by IAP for billing adjustments that were never given. Furthermore, as described in Case No. 01-1741-TP-CSS, SBC continued to bill IAP for services that were supposed to have been discontinued, due to the fact that SBC's numerous service problems caused IAP to completely withdraw from a line of business (see amended complaint, ¶11). As described in ¶ 12 of the amended complaint in that case, from year-end 2000 to July, 2001, SBC made no attempt to resolve the billing and

service issues repeatedly raised by IAP, and the sole contacts with SBC were “unrelenting attempts to collect amount from IAP DataCom for service that was non-existent, had been cancelled, or was totally inadequate”. IAP sought similar adjustments for the ATDS-E and PRI service failures described in the amended complaint in Case No. 02-669-TP-CSS (see ¶¶17 and 18).

By filing the original complaints in these cases, IAP has disputed the validity of the bills for services rendered by SBC. Nonetheless, on October 18, 2004, SBC filed a collection action with the Common Pleas Court in Clark County (see attachment). The amounts that SBC is seeking to collect are those that are in dispute as part of these pending complaints. Because IAP has raised issues of service inadequacy and other matters that are within the exclusive jurisdiction of the Commission, the common pleas court lacks jurisdiction to render a decision as to any amounts validly owed by IAP. Alternatively, even if it could be argued that the amounts being sought for collection are based in contract law, it is waste of time and resources for these proceedings to go forward simultaneously with a collections action involving the same services and amounts in dispute.

In *Weiler v. Ohio Bell Telephone Company*, 1997 Ohio App. LEXIS 819 (2d Appellate District, Montgomery County), the Common Pleas Court of Montgomery County dismissed an filed against Ohio Bell (now SBC) on the grounds that the court lacked subject matter jurisdiction over the issues in dispute because the allegations of the complaint were “essentially bottomed upon acts or a practice ‘affecting or relating to any service furnished by said public utility, or in connection with such service. *R.C. 4905.26*”. (see attached decision). The Ohio Supreme Court has repeated this finding on

several recent occasions. In *State ex. Rel. Cleveland Electric Illuminating Company v.*

Cuyahoga County Common Pleas Court, 88 Ohio St. 3d 447 (2000), stating:

The Commission has exclusive jurisdiction over various matters involving public utilities, such as rates and charges, classifications and service, effectively denying to all Ohio courts (except this court) any jurisdiction over such matters. *R.C. 4905.26* specifically establishes the commission's exclusive jurisdiction over such matters, which 'in any respect' are alleged to be unjust, unreasonable, unjustly discriminatory, unjustly preferential, or in violation of law..."

(88 Ohio St. 3d 450)

The same language was used again by the Ohio Supreme Court in a later case,

State ex. Rel. Cleveland Electric Illuminating Company v. Cuyahoga County Common

Pleas Court, 97 Ohio St. 3d 69, 776 N.E. 2d 92 (2002), wherein the court concluded that:

Therefore, 'the jurisdiction specifically conferred by statute upon the Public Utilities Commission over public utilities of the state...is so complete, comprehensive and adequate as to warrant the conclusion that it is likewise exclusive.' *State ex.rel. N. Ohio Tel.Co. v. Winter* (1970), 23 Ohio St. 2d 6, 9, 52 Ohio Op. 2d 29, 260 N.E. 2d 827, quoting *State ex.rel. Ohio Bell Tel. Co. v. Cuyahoga Cty Court of Common Pleas* (1934), 128 Ohio St. 553, 557, 1 Ohio Op. 99, 192 N.E. 787, 40 Ohio L. Rep. 651; see, also *Kazmaier Supermarket, Inc. v. Toledo Edison Co.* (1991), 61 Ohio St. 3d 147, 152, 573 N.E. 2d. 655.

(776 N.E.2d 96-97)

SBC is aware of this well-founded legal principle, and appears to have filed the action in Clark county simply to cause IAP, a small family-run business, to incur additional legal expenses. The Commission should not tolerate such a practice, and should order SBC to immediately withdraw the complaint in common pleas court or to voluntarily stay it pending the outcome of these proceedings. Furthermore, the Commission should consider this motion on an expedited basis, pursuant to Rule 4901-1-12(c), so that SBC will be ordered to withdraw or stay the Common Pleas court case before a responsive pleading is due in that case.

Respectfully submitted,

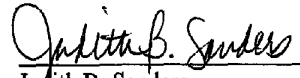
A handwritten signature in cursive script, reading "Judith B. Sanders", written over a horizontal line.

Judith B. Sanders
Bell, Royer & Sanders Co., LPA
33 South Grant Avenue
Columbus, Ohio 43215
(614) 228-0704
FAX (614) 228-0201

**ATTORNEYS FOR INTERNET
ACCESS PROVIDERS AND
DATA COMMUNICATIONS,
INC.**

CERTIFICATE OF SERVICE

I hereby certify that I have served the foregoing Motion on the parties listed below, via U. S. mail, first-class postage prepaid, this 25th day of October, 2004.


Judith B. Sanders

Daniel R. Conway
Andrew C. Emerson
Porter Wright Morris & Arthur, LLP
41 South High Street
Columbus, Ohio 43215

Jon F. Kelly
SBC Ohio
150 E. Gay St. Room 4-A
Columbus, Ohio 43215

IN THE COURT OF COMMON PLEAS OF CLARK COUNTY, OHIO

THE OHIO BELL TELEPHONE COMPANY :
45 Erieview Plaza :
Suite 1411 :
Cleveland, Ohio 44114 :

PLAINTIFF, :

v. :

INTERNET ACCESS PROVIDERS AND DATA :
COMMUNICATIONS, INC. :
4 West Main Street, Suite 903 :
National City Bank Building :
Springfield, Ohio 45502 :

DEFENDANT. :

'04- CV 1184

Case No.

Judge

COMPLAINT

COMPLAINT

This is a civil action for legal and equitable relief against Internet Access Providers and Data Communications, Inc., for failure to pay on open accounts, unjust enrichment, and breach of contract.

Parties

1. Plaintiff, SBC Ohio¹ ("Plaintiff"), is duly qualified to conduct business in the State of Ohio, with its principal place of business as 45 Erieview Plaza, Suite 1411, Cleveland, Ohio 44114.
2. Defendant, Internet Access Providers and Data Communications, Inc. ("Defendant"), is a Nevada corporation with offices in Springfield and Urbana, Ohio as listed in the caption.

¹ SBC Ohio is a registered trade name of The Ohio Bell Telephone Company.

3. At all times relevant to this litigation, Plaintiff provided services to Defendant in the State of Ohio under contract and on an open account.

Facts Common To All Counts

4. Plaintiff incorporates Paragraphs 1 through 3 above as if fully rewritten herein.

5. Plaintiff and Defendant entered into an agreement for Plaintiff to provide services to Defendant in exchange for Defendant paying Plaintiff the tariff rate for these services. A copy of SBC Ohio's retail service tariff, which is on file with the Public Utilities Commission of Ohio (PUCO), is too voluminous to attach to this Complaint. It is available to Defendant and the public at the PUCO's web site (<http://www.puco.ohio.gov/puco/docketing/tariffs.cfm?industry=LEC#LEC>).

6. Plaintiff began providing services to Defendant (1) on or about September 1998 with regard to account number 937-342-5700, (2) on or about October 1998 with regard to account number 937-390-8700, (3) on or about October 1998 with regard to account number 937-R91-0141, (4) on or about October 1999 with regard to account number 937-390-7000, (5) on or about February 2001 with regard to account number 937-r14-1323, and (6) on or about April 2001 with regard to account number 614-r12-0127. Plaintiff provided these services to Defendant on six open accounts. True copies of the recorded accounts, showing Defendant's name as the party charged, the beginning balance, the listed items representing charges, debits, and credits, and summarizations that permit calculation of the accounts claimed to be due are attached hereto as Exhibits A through F.

7. Plaintiff fully performed its obligations to Defendant with respect to these accounts.

Count I
Action on Account (Account 937-342-5700)

8. Plaintiff incorporates Paragraphs 1 through 7 above as if fully restated herein.
9. Defendant had an open account (Account number 937-342-5700) with Plaintiff for services furnished by Plaintiff at Defendant's request.
10. Plaintiff provided all services requested by Defendant, but Defendant refused and failed to pay Plaintiff on its open account. Therefore, Defendant is in breach of the open account and owes Plaintiff \$46,132.45 according to the account attached hereto as Exhibit A.
11. Due to Defendant's breach of this open account, Plaintiff demands judgment against Defendant for the sum of \$46,132.45, interest, and costs.

Count II
Action on Account (Account 937-390-8700)

12. Plaintiff incorporates Paragraphs 1 through 11 above as if fully restated herein.
13. Defendant had an open account (Account number 937-390-8700) with Plaintiff for services furnished by Plaintiff at Defendant's request.
14. Plaintiff provided all services requested by Defendant, but Defendant refused and failed to pay Plaintiff on its open account. Therefore, Defendant is in breach of the open account and owes Plaintiff \$1,360.23 according to the account attached hereto as Exhibit B.
15. Due to Defendant's breach of this open account, Plaintiff demands judgment against Defendant for the sum of \$1,360.23, interest, and costs.

Count III
Action on Account (Account 937-R91-0141)

16. Plaintiff incorporates Paragraphs 1 through 15 above as if fully restated herein.
17. Defendant had an open account (Account number 937-R91-0141) with Plaintiff for services furnished by Plaintiff at Defendant's request.

18. Plaintiff provided all services requested by Defendant, but Defendant refused and failed to pay Plaintiff on its open account. Therefore, Defendant is in breach of the open account and owes Plaintiff \$1,936.90 according to the account attached hereto as Exhibit C.

19. Due to Defendant's breach of this open account, Plaintiff demands judgment against Defendant for the sum of \$1,936.90, interest, and costs.

Count IV
Action on Account (Account 937-390-7000)

20. Plaintiff incorporates Paragraphs 1 through 19 above as if fully restated herein.

21. Defendant had an open account (Account number 937-390-7000) with Plaintiff for services furnished by Plaintiff at Defendant's request.

22. Plaintiff provided all services requested by Defendant, but Defendant refused and failed to pay Plaintiff on its open account. Therefore, Defendant is in breach of the open account and owes Plaintiff \$249.87 according to the account attached hereto as Exhibit D.

23. Due to Defendant's breach of this open account, Plaintiff demands judgment against Defendant for the sum of \$249.87, interest, and costs.

Count V
Action on Account (Account 937-r14-1323)

24. Plaintiff incorporates Paragraphs 1 through 23 above as if fully restated herein.

25. Defendant had an open account (Account number 937-r14-1323) with Plaintiff for services furnished by Plaintiff at Defendant's request.

26. Plaintiff provided all services requested by Defendant, but Defendant refused and failed to pay Plaintiff on its open account. Therefore, Defendant is in breach of the open account and owes Plaintiff \$97,364.03 according to the account attached hereto as Exhibit E.

27. Due to Defendant's breach of this open account, Plaintiff demands judgment against Defendant for the sum of \$97,364.03, interest, and costs.

Count VI
Action on Account (Account 614-R12-0127)

28. Plaintiff incorporates Paragraphs 1 through 27 above as if fully restated herein.

29. Defendant had an open account (Account number 614-R12-0127) with Plaintiff for services furnished by Plaintiff at Defendant's request.

30. Plaintiff provided all services requested by Defendant, but Defendant refused and failed to pay Plaintiff on its open account. Therefore, Defendant is in breach of the open account and owes Plaintiff \$8,551.39 according to the account attached hereto as Exhibit F.

31. Due to Defendant's breach of this open account, Plaintiff demands judgment against Defendant for the sum of \$8,551.39, interest, and costs.

Count VII
Unjust Enrichment

32. Plaintiff incorporates Paragraphs 1 through 31 above as if fully restated herein.

33. Defendant requested that Plaintiff provide the services reflected in Exhibits A through F.

34. Plaintiff expected to be compensated by Defendant for the services so provided.

35. Defendant knew or should have known that Plaintiff expected payment equal to the tariff rate, on file with the Public Utilities Commission of Ohio, for the services provided.

36. Defendant received the benefits of the said services, but has failed and refused to pay for the value, as determined by the tariff rates, of the benefits received.

37. Due to its failure to pay for the services, Defendant has been unjustly enriched in the amount of \$155,594.87.

Count VIII
Breach of Contract

38. Plaintiff incorporates Paragraphs 1 through 37 above as if fully restated herein.

39. Plaintiff and Defendant entered into a contract for services as depicted in the accounts described above. A copy of Plaintiff's retail tariff is not attached to this complaint because Defendant has access to it and it is too voluminous to attach hereto. As noted in paragraph 5, Plaintiff's retail tariff is available on the Public Utilities Commission of Ohio's web site (<http://www.puco.ohio.gov/puco/docketing/tariffs.cfm?industry=LEC#LEC>).

40. Plaintiff at all times performed its obligations under the contract.

41. Defendant breached said contract by refusing and failing to pay Plaintiff for the services it rendered under the contract.

42. As a result of said breach by Defendant, Plaintiff sustained damages in the amount of \$155,594.87.

WHEREFORE, on all Counts, Plaintiff, SBC Ohio, demands judgment against Defendant, Internet Access Providers and Data Communications, Inc., in the amount of \$155,594.87, plus interest, costs, including reasonable attorney's fees, and all other relief to which Plaintiff is entitled in law or in equity.



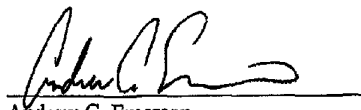
Brian L. Buzby (0023124)
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41 South High Street
Columbus, Ohio 43215-6194
614-227-2270 (voice)
614-227-2100 (facsimile)

Attorneys for Plaintiff SBC Ohio

PRECIPE FOR SERVICE

To: Clerk of Courts

You are instructed to make **express mail service** of the Summons together with a copy of the Complaint on the defendant at the addresses below in accordance with Civil Rule 4.1(A) of the Ohio Rules of Civil Procedure.



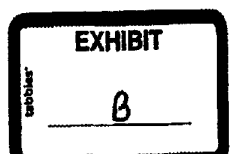
Andrew C. Emerson
Attorney for Plaintiff

INTERNET ACCESS PROVIDERS AND DATA
COMMUNICATIONS, INC.
4 West Main Street, Suite 903
National City Bank Building
Springfield, Ohio 45502

Also Serve:

INTERNET ACCESS PROVIDERS AND DATA
COMMUNICATIONS, INC.
202 Scioto Street, Suite 5
Urbana, Ohio 43078

Account #	Bill Date	Monthly Svc	OCAC	Taxes	Surch	Local Calls	Toll	Dir Chgs	LPC	Prev Bal	Payments	Adjustments	Total
937 390-8700 705	11/28/1998	\$ 285.50	\$ 725.54	\$ 11.71					\$ 15.34	\$ 1,022.85			\$ 1,022.85
	12/28/1998	\$ 285.50		\$ 8.57					\$ (15.34)	\$ 1,332.36			\$ 1,332.36
	1/28/1999	\$ 287.28	\$ 1.51	\$ 8.66					\$ 4.46	\$ 297.45	\$ 696.12	\$ 620.90	\$ 297.45
	2/28/1999	\$ 287.28		\$ 8.62					\$ 4.37	\$ 597.81	\$ 297.45		\$ 597.81
	3/28/1999	\$ 287.28		\$ 8.62					\$ 4.17	\$ 600.63	\$ 304.73		\$ 600.63
	4/28/1999	\$ 287.28		\$ 8.62					\$ 8.67	\$ 595.97			\$ 595.97
	5/28/1999	\$ 287.28		\$ 8.62					\$ 13.24	\$ 900.54			\$ 900.54
	6/28/1999	\$ 287.28		\$ 8.62					\$ 17.87	\$ 1,209.68			\$ 1,209.68
	7/28/1999	\$ 287.28		\$ 8.62					\$ 22.58	\$ 1,523.45			\$ 1,523.45
	8/28/1999	\$ (2,698.29)		\$ (80.65)						\$ (1,222.91)		\$ 1,222.91	\$ (1,222.91)
	9/28/1999	\$ 60.96	\$ 54.96	\$ 3.48					\$ 1.79	\$ 119.40			\$ 119.40
	10/28/1999	\$ 60.96		\$ 1.83					\$ 2.76	\$ 183.98			\$ 183.98
	11/28/2000	\$ 60.96	\$ 18.70	\$ 1.83					\$ 3.74	\$ 248.53			\$ 248.53
	12/28/2000	\$ 70.80		\$ 2.68					\$ (2.41)	\$ 345.46			\$ 345.46
	1/28/2001	\$ 69.84	\$ (0.86)	\$ 2.12					\$ 6.24	\$ 415.97			\$ 415.97
	2/28/2001	\$ 69.84		\$ 2.07					\$ 7.40	\$ 493.26			\$ 493.26
	3/28/2001	\$ 69.84		\$ 2.10					\$ 8.59	\$ 572.60			\$ 572.60
	4/28/2001	\$ 69.84		\$ 2.10					\$ 9.80	\$ 653.13			\$ 653.13
	5/28/2001	\$ 69.84		\$ 2.10					\$ 11.02	\$ 734.87			\$ 734.87
	6/28/2001	\$ 76.56	\$ 12.77	\$ 2.68					\$ 12.57	\$ 837.90			\$ 837.90
	7/28/2001	\$ 76.56		\$ 2.30					\$ 13.94	\$ 929.33			\$ 929.33
	8/28/2001	\$ 76.56		\$ 2.30					\$ 15.33	\$ 1,022.13			\$ 1,022.13
	9/28/2001	\$ 76.56		\$ 2.30					\$ 16.74	\$ 1,116.32			\$ 1,116.32
	10/28/2001	\$ 76.56		\$ 2.30					\$ 18.18	\$ 1,211.92			\$ 1,211.92
	11/28/2001	\$ 76.56		\$ 2.30					\$ 19.63	\$ 1,308.96			\$ 1,308.96
	12/28/2001	\$ 76.56		\$ 2.30						\$ 1,407.45			\$ 1,407.45
	1/28/2002	\$ (45.84)		\$ (1.38)									\$ 1,360.23



Account #
937 R91-0141 910

Bill Date	Monthly Svc	OC&C	Taxes	Surcharges	Local Calls	Toll	Dir Chgs	LPC	Prev Bal	Payments	Adjustments	Total
11/28/1998	\$ 586.80	\$ 403.08	\$ 22.17									\$ 1,012.05
12/28/1998	\$ 586.80		\$ 14.70	\$ 28.18			\$ 15.18	\$ 1,012.05	\$ 1,656.91			\$ 1,656.91
1/28/1999	\$ 586.94	\$ 0.13	\$ 14.71	\$ 28.18			\$ 24.86	\$ 1,656.91	\$ 2,311.73			\$ 2,311.73
2/28/1999	\$ 586.94		\$ 14.70	\$ 28.18			\$ 9.54	\$ 2,311.73	\$ 1,828.55			\$ 1,828.55
3/28/1999	\$ 586.94		\$ 14.70	\$ 28.18			\$ 9.41	\$ 1,828.55	\$ 628.96			\$ 1,324.54
4/28/1999	\$ 501.94	\$ (357.00)	\$ 1.20	\$ 28.18			\$ 8.22	\$ 1,324.54	\$ 703.99			\$ 1,333.81
5/28/1999	\$ 501.94		\$ 1.20	\$ 28.18			\$ 10.96	\$ 1,333.81				\$ 812.26
6/28/1999	\$ 501.94		\$ 1.20	\$ 28.18			\$ 19.09	\$ 1,354.64				\$ 1,354.64
7/28/1999	\$ 501.94		\$ 1.20	\$ 28.18			\$ 27.34	\$ 1,905.06				\$ 1,905.05
8/28/1999	\$ 500.98	\$ (1.82)	\$ 1.12	\$ 28.18			\$ 2,463.71	\$ 2,463.71				\$ 2,463.71
9/28/1999	\$ 500.98		\$ 1.17	\$ 28.18			\$ (84.56)	\$ 2,992.17	\$ 1,562.29	\$ 1,356.32		\$ 2,992.17
10/28/1999	\$ 501.00	\$ 0.02	\$ 1.18	\$ 28.18			\$ 7.96	\$ 590.33				\$ 590.33
11/28/1999	\$ 501.00		\$ 1.18	\$ 28.18			\$ 8.04	\$ 1,068.67	\$ 530.33			\$ 1,068.67
12/28/1999	\$ 500.84	\$ (0.30)	\$ 1.16	\$ 28.18			\$ 8.14	\$ 1,076.74	\$ 530.38			\$ 1,084.38
1/28/2000	\$ 500.84		\$ 1.17	\$ 28.18			\$ 16.21	\$ 1,084.38				\$ 1,630.78
2/28/2000	\$ 500.84		\$ 1.17	\$ 28.18			\$ 16.43	\$ 1,630.78	\$ 529.88			\$ 1,647.52
3/28/2000	\$ 500.84		\$ 1.21	\$ 29.58			\$ 8.09	\$ 1,647.52	\$ 1,100.90			\$ 1,086.34
4/28/2000	\$ 500.84		\$ 1.21	\$ 29.58			\$ 16.19	\$ 1,086.34				\$ 1,634.16
5/28/2000	\$ 500.84		\$ 1.21	\$ 29.58			\$ 24.41	\$ 1,634.16				\$ 2,180.20
6/28/2000	\$ 500.84		\$ 1.21	\$ 29.58			\$ 32.76	\$ 2,190.20				\$ 2,754.59
7/28/2000	\$ 500.84		\$ 1.21	\$ 29.58			\$ 8.29	\$ 2,764.59	\$ 2,190.20			\$ 1,557.83
8/28/2000	\$ 501.26	\$ 3.50	\$ 1.37	\$ 30.98			\$ 16.39	\$ 1,104.31				\$ 1,579.25
9/28/2000	\$ 501.60	\$ 0.46	\$ 1.29	\$ 30.93			\$ 7.84	\$ 1,657.83	\$ 1,120.70			\$ 1,629.03
10/28/2000	\$ 501.60		\$ 1.28	\$ 30.93			\$ 15.97	\$ 1,079.25				\$ 2,186.98
11/28/2000	\$ 501.58	\$ (0.04)	\$ 1.27	\$ 30.93			\$ 24.21	\$ 1,629.03				\$ 1,075.26
12/28/2000	\$ 501.58		\$ 1.28	\$ 30.93			\$ 7.73	\$ 2,186.98	\$ 1,653.24			\$ 1,624.90
1/28/2001	\$ 501.58		\$ 1.28	\$ 30.93			\$ 16.85	\$ 1,075.26				\$ 2,183.96
2/28/2001	\$ 501.58	\$ 0.75	\$ 1.31	\$ 31.33			\$ 24.09	\$ 1,624.90				\$ 2,750.64
3/28/2001	\$ 501.58		\$ 1.29	\$ 31.33			\$ 32.48	\$ 2,183.96				\$ 3,325.91
4/28/2001	\$ 501.58	\$ 0.04	\$ 1.29	\$ 31.36			\$ 40.88	\$ 2,750.64				\$ 1,636.90
5/28/2001	\$ (1,385.66)		\$ (3.35)					\$ 3,325.91				

EXHIBIT

C

4/26/99

Account #	Bill Date	Monthly Svc	OC&C	Taxes	Surcharges	Local Calls	Toll	Dir Chgs	LPC	Prev Bal	Payments	Adjustments	Total
837 380-7000 117	11/28/1999		\$ 181.94	\$ 0.13	\$ 2.88					\$ 184.95			\$ 184.95
	12/28/2000			\$ 0.09	\$ 2.88		\$ 128.43	\$ 2.77	\$ 2.86	\$ 190.89			\$ 324.95
	1/28/2000			\$ 0.09	\$ 2.88		\$ 131.32			\$ 324.95			\$ 459.24
	2/28/2000			\$ 0.09	\$ 2.88		\$ 119.76			\$ 459.24		\$ 259.75	\$ 322.22
	3/28/2000			\$ 0.09	\$ 2.88					\$ 322.22			\$ 325.19
	4/28/2000		\$ (104.00)	\$ 0.09	\$ 2.88					\$ 325.19			\$ 224.16
	5/28/2000			\$ 0.09	\$ 2.88			\$ 0.04	\$ 0.13	\$ 224.16			\$ 227.17
	6/28/2000			\$ 0.09	\$ 2.88			\$ 0.13	\$ 0.19	\$ 227.17			\$ 230.23
	7/28/2000			\$ 0.09	\$ 2.88					\$ 230.23			\$ 233.33
	8/28/2000			\$ 0.09	\$ 2.88					\$ 233.33			\$ 236.30
	9/28/2000			\$ 0.09	\$ 2.88					\$ 236.30			\$ 239.27
	10/28/2000			\$ 0.09	\$ 2.88			\$ 0.04	\$ 0.09	\$ 239.27			\$ 242.28
	11/28/2000			\$ 0.09	\$ 2.88			\$ 0.09	\$ 0.13	\$ 242.28			\$ 245.34
	12/28/2000			\$ 0.09	\$ 2.88			\$ 0.13	\$ 0.19	\$ 245.34			\$ 248.44
	1/28/2001			\$ 0.09	\$ 2.88					\$ 248.44			\$ 251.80
	2/28/2001			\$ (1.68)	\$ (0.05)					\$ 251.80			\$ 249.87
	3/28/2001												



Account #	Bill Date	Monthly Svc	OC&C	Taxes	Surcharges	Local Calls	Toll	Dir Chgs	LPC	Prev Bal	Payments	Adjustments	Total
937 r14-1323 406	3/10/2001	\$ 1,901.12	\$ 136.84	\$ 48.82	\$ 74.72								\$ 2,160.50
	4/10/2001	\$ 1,901.56	\$ 1.56	\$ 47.34	\$ 74.84				\$ 32.40	\$ 2,180.50			\$ 4,218.20
	5/10/2001	\$ 1,901.56	\$ 0.28	\$ 47.31	\$ 75.04				\$ 63.37	\$ 4,218.20			\$ 6,305.64
	6/10/2001	\$ 1,901.56		\$ 47.30	\$ 75.04				\$ 94.58	\$ 6,305.64			\$ 8,424.12
	7/10/2001	\$ 1,894.11	\$ (7.86)	\$ 46.87	\$ 76.04				\$ 126.37	\$ 6,424.12			\$ 10,574.39
	8/10/2001	\$ 1,894.11	\$ (0.32)	\$ 47.10	\$ 76.04				\$ 198.82	\$ 10,574.39			\$ 12,742.08
	9/10/2001	\$ 1,894.11	\$ (2.13)	\$ 47.06	\$ 74.84				\$ (323.93)	\$ 12,742.08			\$ 12,300.52
	10/10/2001	\$ 1,894.11	\$ (0.32)	\$ 47.07	\$ 74.84				\$ 183.83	\$ 12,300.52			\$ 14,500.04
	11/10/2001	\$ 1,893.49	\$ (1.41)	\$ 47.01	\$ 74.84				\$ 216.83	\$ 14,500.04			\$ 16,732.89
	12/10/2001	\$ 1,913.51	\$ 19.29	\$ 48.25	\$ 75.44				\$ 250.33	\$ 16,732.89			\$ 18,987.15
	1/10/2002	\$ 1,913.51		\$ 47.87	\$ 75.44				\$ 284.29	\$ 18,987.15			\$ 21,337.93
	2/10/2002	\$ 1,913.51		\$ 47.87	\$ 75.44				\$ 319.41	\$ 21,337.93			\$ 23,683.86
	3/10/2002	\$ 1,784.32	\$ (161.74)	\$ 60.59	\$ 76.04				\$ 354.74	\$ 23,683.86			\$ 25,708.36
	4/10/2002	\$ 1,913.51	\$ 83.56	\$ 47.69	\$ 76.04				\$ 27.83	\$ 25,708.36			\$ 27,832.05
	5/10/2002	\$ 1,913.51		\$ 47.68	\$ 75.92				\$ 29,869.29	\$ 27,832.05			\$ 29,869.29
	6/10/2002	\$ 1,913.29	\$ 9.96	\$ 47.68	\$ 75.92				\$ 31,916.44	\$ 29,869.29			\$ 31,916.44
	7/10/2002	\$ 1,912.69	\$ (0.11)	\$ 46.20	\$ 76.12				\$ 33,952.80	\$ 31,916.44			\$ 33,952.80
	8/10/2002	\$ 1,892.67	\$ (25.36)	\$ 47.08	\$ 76.12				\$ 35,942.53	\$ 33,952.80			\$ 35,942.53
	9/10/2002	\$ 1,892.67		\$ 47.06	\$ 76.12				\$ 37,968.38	\$ 35,942.53			\$ 37,968.38
	10/10/2002	\$ 1,892.67		\$ 47.06	\$ 76.12				\$ 39,974.23	\$ 37,968.38			\$ 39,974.23
	11/10/2002	\$ 1,892.67		\$ 47.06	\$ 76.12				\$ 41,990.08	\$ 39,974.23			\$ 41,990.08
	12/10/2002	\$ 1,892.67		\$ 47.06	\$ 76.12				\$ 44,005.93	\$ 41,990.08			\$ 44,005.93
	1/10/2003	\$ 1,892.67		\$ 47.13	\$ 77.12				\$ 46,021.78	\$ 44,005.93			\$ 46,021.78
	2/10/2003	\$ 1,892.67	\$ 1.30	\$ 47.08	\$ 77.12				\$ 48,040.00	\$ 46,021.78			\$ 48,040.00
	3/10/2003	\$ 1,892.67		\$ 47.85	\$ 88.88				\$ 50,087.16	\$ 48,040.00			\$ 50,087.16
	4/10/2003	\$ 1,784.32	\$ (6.63)	\$ 41.33	\$ 88.88				\$ 52,180.77	\$ 50,087.16			\$ 52,180.77
	5/10/2003	\$ 1,891.92	\$ 26.09	\$ 48.21	\$ 88.88				\$ 54,092.18	\$ 52,180.77			\$ 54,092.18
	6/10/2003		\$ 41,158.92	\$ (63.23)					\$ 56,268.34	\$ 54,092.18			\$ 56,268.34
	7/10/2003									\$ 56,268.34			\$ 56,268.34
													\$ 97,364.03



