

FILE



The Public Utilities
Commission of Ohio

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Case Number

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

PU CO

Custom Blast & Coat Inc
Golden Motor Classics Inc

Formal Complaint Form
1511 S Dixie Hwy

Customer Name

Customer Address
Lima, OH 45804-1844

City State Zip
CB&C: 302201, GMC: 300573

Account Number

ValTech Communications

Customer Service Address (if different from above)

Utility Company Name

City State Zip

Please describe your complaint. (Attach additional sheets if necessary)

See Attachment A

See Attachment B

See Attachment C

A handwritten signature in black ink, appearing to read "H.B. Orkem".

Signature

419-234-8470

Customer Telephone Number

This is to certify that the images appearing are an
accurate and complete reproduction of a case file
document delivered in the regular course of business.

Technician SM

Date Processed 4/8/08

The Public Utilities Commission of Ohio

Ted Strickland, Governor • Alan R. Schriber, Chairman

Commissioners: Ronda Hartman Fergus, Judy A. Jones, Valerie A. Lemmie, Donald L. Mason
180 E. Broad Street, Columbus, Ohio 43215-3793 • An Equal Opportunity Employer and Service Provider

ATTACHMENT A - FORMAL COMPLAINT FORM

JOINT COMPLAINT BY TWO COMPANIES BECAUSE:

- Services sought at same physical location
- Service interruptions & problems inseparable
- Same promises made and similarly broken
- Seeking service forced termination & combination

FORMER CUSTOMERS' NAMES (the "Customers"):

Custom Blast & Coat Inc (CB&C), Account 302201
Golden Motor Classics Inc (GMC), Account 300573

FORMER SERVICE AND CURRENT MAILING ADDRESS:

1511 S Dixie Hwy
Lima, OH 45804-1844

INVOLVED PARTIES AND CONTACT NUMBERS:

Offices For Both Companies:

Phone: 419-225-6024

Fax: 419-222-3430

H. Bruce Dukeman, submitting officer:

Cell: 419-234-8470

Fax: 419-991-5250

Gerald J. Gossard, contracting officer:

Cell: 419-371-8292

Fax: 419-222-3430

Former Customers – Neither company has been a ValTech Communications ("ValTech") customer since January 14, 2008, the date when service was switched to Embarq because of many issues resulting in no service or poor service.

Basis Of Complaint – The Customers were affiliated with ValTech from June 1, 2007 until January 14, 2008. After the contracts were signed the following took place to the extreme detriment of both Customers and the new businesses they were starting:

- ValTech Communications promised to provide service to the free-standing, separately operated property occupied by Customers in order to induce the signing of a contract.

- ValTech induced Customers to sign a three year contract by focusing Customers on long distance rates and glossing over actual connection problems.
- ValTech could never provide any kind of consistent reliable service to the Customers.
- Customers were induced to engage an independent contractor to try and fix service problems by ValTech promising to pay for the contractor's services.
- Contractor was unable in a reasonable time for a reasonable cost to improve service resulting in one of three lines being inoperable and service for same being cancelled.
- ValTech refused to honor its promise to pay the contractor and Customers were forced to pay a discounted repair fee in order to preserve their good names locally.
- Service problems continued. ValTech refused to assist. And likely costs to Customers if an independent contractor were huge for two new start-up businesses without any revenues.
- White page and yellow page listings were botched by ValTech despite specific efforts by Customers who feared there would be errors after service for one line had been cancelled.
- Summary - ValTech never provided constant and reliable service in any form and ultimately refused to arrange for either a working independent demarcation or contractor repairs for existing lines.

What Commission Should Do – After a thorough review of the situation described briefly above and more fully in Attachments B and C, the Customers request ValTech's unreasonable termination fee be set aside and the Customer's already significant expenditures of time and money be deemed sufficient compensation for the terrible service provided during the failed relationship with ValTech.

Respectfully submitted by:



H. Bruce Dukeman, Treasurer
 Custom Blast & Coat Inc
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 419-234-8470 cell
 419-991-5250 fax



H. Bruce Dukeman, Asst Treasurer
 Golden Motor Classics Inc
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ATTACHMENT B - FORMAL COMPLAINT FORM

FORMER SERVICE AND MAILING ADDRESS (the "Property"):

**1511 S Dixie Hwy
Lima, OH 45804-1844**

HISTORY OF RELATIONSHIP:

The following chronological account of experiences endured by the Customers is provided as background for considering this complaint.

- Gerald J Gossard (GJG) as owner of Gossard Motor Sales Inc was a customer of ValTech for several years until he closed this business in conjunction with starting two new businesses at the property.
- GJG had enjoyed a satisfactory working relationship with ValTech and accordingly contacted said company regarding service for CB&C and GMC, the two new businesses he was starting.
- GJG requested and ValTech agreed that three (3) lines in total would be provided to the property.
- On June 1, 2007 by letter ValTech advised GJG that "ValTech is responsible for a dial tone... from our central office to your phone box. The customer is responsible for inside wiring..." See attached.
- In order to start the process of obtaining phone service, ValTech required that contracts be signed, specifically stating no month-to-month service was offered.
- Based upon his past satisfactory relations with ValTech, GJG signed a contract dated June 1, 2007 choosing a three-year term after being encouraged to do so in order to receive the largest discount on long distance calls.
- The process of doing what was necessary to install the three phone lines began in early June. Then reality began to differ from the plan.
- Upon investigation it was determined Embarq lines were connected to a privately owned connection and distribution mechanism (the mechanism) which in turn was supposed to be connected to the property, eventually a big problem.
- Investigation also revealed the property needed inside rewiring, no problem.
- Initial attempts by ValTech to bring a dial tone from the mechanism to the property were unsuccessful.
- More investigation revealed Embarq normally is required to bring a dial tone to the property but in this case they claimed their obligation was fulfilled by bringing the dial tone to the mechanism.

- So ValTech and GJG discussed the situation and agreed a contractor would be required and that GJG should make the arrangements and ValTech would pay for having the work done.
- GJG shopped the project and determined Embarq wanted \$150 per hour per man to do work if ValTech was selling the service, not a competitive price.
- GJG next determined a local qualified contractor, Sidney Electric, would do the work for almost one-third of Embarq's hourly rate and with an estimate of about \$800.00 (being \$750.00 plus sales tax on the service).
- Sidney Electric was hired to provide a dial tone to the property. The work done was just good enough so phone service could be said to exist and calls would come through on a hit and miss basis.
- Although the exact timing is lost, this poor service must have been established some time in early July because a first billing from ValTech was received by CB&C dated July 17, although it was retroactive for set up charges and service from the contract date despite the fact service did not exist for quite some time. Note: GMC was billed immediately on June 4 when its contract was signed.
- At this juncture, H Bruce Dukeman (HBD), an officer of both companies, became more actively involved in the process. Almost all interactions from this point on between ValTech and Sidney Electric were discussed first by GJG and HBD and then handled with the vendors by HBD .
- Internal Customer discussions and external verbal exchanges with ValTech on behalf of CB&C and GMC took place until July 24.
- The physical service continued to be intermittent, the main CB&C number 419-225-6023 rarely worked, eventually it quit working entirely, and the Customers began to suspect continuing interruptions might be weather related.
- At this time the Customers felt trapped because no one had ever explained the whole situation could be fixed by hiring Embarq directly and insisting the property be attached directly to Embarq's lines without going through the mechanism.
- Being uninformed and in order to have some type of phone service (even very unreliable) the Customers decided it was necessary to pay CB&C's \$391.45 initial billing from ValTech and authorized a checking account deduction on July 24.
- Soon, the Customers applied the same decision making process to GMC's initial \$100.60 billings and authorized a checking account deduction on August 2.

- **Surprise:** not long after both payments were authorized a billing from Sidney Electric for \$788.10 for connecting the mechanism to the property, dated July 27 and addressed to GMC, was received in early August by GJG.
- Discussions in August with various parties made it clear ValTech refused to pay Sidney Electric, expected CB&C and GMC to pay, and considered this to be just fine from a contractual perspective because the mechanism had been belatedly and unilaterally designated as ValTech's connection point, not the property.
- **Unfortunately, the Customers were only made aware of this change in thinking after signing a contract based upon letters stating otherwise, after hiring a contractor to perform services based upon the belief ValTech would pay the bill, and after the work was completed in a manner that only provided part of the service that had been originally expected pursuant to written promises and contracts.**
- On August 30 negotiations occurred between Raven Robinson of ValTech and HBD in regards to line 6023 not functioning at all and the other two functioning only intermittently, possibly due to weather-related interference. After discussion, she took the following positions:
 - Sorry about your luck with line 6023 not working. But the most ValTech will do is immediately cancel the number and issue a small courtesy credit for the problems caused by it not working for the past two months.
 - A contract was signed to provide a dial tone at the mechanism, not the property, regardless of what the inducement letters say and ValTech will contribute no money towards establishing a good connection between the property and the mechanism.
- **Again based upon lack of disclosure regarding the fact Embarq would connect a line directly to the property at no cost if we were purchasing services from them instead of from ValTech, the offer was accepted just so some phone service would be available to the property.**
- However, this arrangement forced a switch of CB&C's listed number from 6023 to 419-225-6024 and required the use of GMC's number 419-222-3430 as both the listed number for GMC and an unlisted fax number for CB&C. Not at all what was promised when the contracts were signed.

- It was agreed 6023 would be treated as disconnected and Ms Robinson would calculate the discounts and provide them to HBD the next day. See attached.
- On August 30 after several prior attempts by HBD to discuss the matter with representatives from Sidney Electric, a conversation with one finally took place soon after HBD had finished with Ms Robinson. At that time it was learned:
 - Embarq had probably ripped out certain wires, presumably while inspecting things after an estimate had been requested, and this could have contributed to service problems being experienced.
 - When a ValTech representative discussed Sidney Electric's billing with a representative from Sidney Electric, it was stated ValTech was dropping CB&C and GMC as customers, would not pay the bill, and if Sidney Electric wanted to collect any money it would have to come from CB&C and GMC because GJG had hired them.
 - Sidney Electric had run up a bill of nearly \$1,600.00 which, after ValTech refused to pay, was reduced to the estimate given to GJG.
 - There was no possibility Sidney Electric would try to fix the ongoing service interruptions as a warranty of earlier work, primarily because ValTech had brushed them off and a big discount had been given to GJG because the businesses were new and just starting up.
 - Finally, a new project to try and determine whether weather was causing the problems and to gage what would be needed to fix them would have to be an open-ended ticket with no guarantee of being able to fix things.
- On August 31 discounts were provided by Ms Robinson as promised. Their small size caused HBD some distress. But known alternatives were seemly cost prohibitive to new businesses with no revenues. Therefore, they were accepted.
- Concurrently this presented a new potential problem. Because line 6023 had been designated as CB&C's primary business line, it was to be listed in both the white pages and the yellow pages.
- It was very important that CB&C be listed properly in both the white pages and the yellow pages. As a new business, we had to provide potential customers with every opportunity to find us.
- A long discussion ensued between Ms Robinson and HBD during which she said she understood the importance of proper listings in

the phone books and by extension in all of the on-line search engines. She said listings would be right.

- The parties agreed the following information would be listed:
 - 419-225-6024 would be listed as CB&C's phone number
 - Yellow page category would be Coatings – Protective
- When the phone books were published in October:
 - 419-225-6023 was listed as CB&C's phone number, totally wrong
 - Yellow page category was Metal Stamping, totally unrelated
- On August 31 working with all available (but some still erroneous) information, the Customers decided to protect it's good name by going along with continued insistence of the following by ValTech:
 - Phone service had to be obtained through the mechanism,
 - No fault for 6023 not working was ValTech's
 - No part of the cost of bringing a dial tone from the mechanism to the property was ValTech's
- Grudgingly, checks were written on August 30 to bring GMC's ValTech bill current and on August 31 to bring CB&C's billing current and to pay Sidney Electric in full for discounted amounts billed. But the Customers felt deceived.
- Neither phone line worked well all of the time after this. But 3430 was the worst and was constantly out of service and then back in service with no real pattern.
- In September the Customers noticed a rat's nest of wires left exposed to the wind and weather by someone working on the lines near the back of the property. In hopes covering these might solve the problem, they were wrapped and taped in an attempt to eliminate service interruptions. It helped some, for awhile.
- In October the phone books came out and the incorrect listing of CB&C's phone number and yellow page classification were noted, with disgust.
- At first nothing was done because the business was just starting to ramp up and there were few opportunities for customers to tell us of troubles finding us.
- Bad, colder weather arrived. The service started being intermittent again. There was particular trouble with receiving faxes 3430 for some undiscovered reason.
- Customers became more frequent in December. Stories about being unable to find us became more frequent at the same time. They were quite alarming.
- The Customers became more frustrated because of dealing with both problems.

- Talks were initiated with Embarq in an attempt to link the listed number (6023) to the correct number (6024). After much discussion, it was decreed the only way to link the two was for CB&C to buy 6023 again and have it linked to 6024.
- During the talks with Embarq one of their commercial representatives mentioned the property was entitled to stand alone service without being routed through another customer's mechanism. This was the first mention of this by anyone!
- Then the talks changed from trying to link the numbers to trying to acquire lines bringing a dial tone directly to the walls of the property. Embarq stated this would be done at no cost to CB&C or GMC if the service was switched from ValTech to Embarq. The result would be constant rather than intermittent service as well as immediate correct listing in the on-line and 411 white pages and yellow pages.
- Because of all of the failings and disappointments ValTech provided instead of the service promised in inducement letters and contracts, the Customers decided a change was required to obtain constant service and at least some relief from incorrect listings in white pages and yellow pages.
- On January 9 papers were signed to switch service to Embarq.
- The Customers were aware there might be a disconnect fee charged by ValTech. But it was incorrectly assumed such a fee would be for a rational amount.
- This assumption seemed especially relevant because of their refusal to perform according to terms in the inducement letters, inability to provide the number of lines originally contracted for, total mishandling of white page and yellow page listings, and an ongoing inability of the businesses to enjoy constant service.
- January 14, 2008 was a big day for the Property. ValTech billed both companies for an exorbitant termination fee. Embarq sent a disinterested and ineffective technician to switch service providers and begin the process of bringing service directly to the Property. This started five weeks of consumer frustration because there was either poor service or none at all.
- Embarq sales staff had promised service directly to the property without going through another customer's mechanism (as had ValTech). But this was not initially delivered. Therefore, the same service problems continued.
- Virtually every day provided some type of service problem. The Customers repeatedly contacted Embarq, opened service orders, and then had them closed without anything changing.

- After three weeks contact was finally made with the local Embarq engineering staff and it appeared effective service might be provided. But vacations and distractions resulted in another week passing without reliable service.
- Finally, knowledgeable engineers and technicians focused on the situation. In a couple of hours on February 13 service was provided on both remaining lines.
- Of course this was too good to be true . A major storm occurred on February 17 that completely eliminated service to both lines.
- On February 18 by virtue of contacts made with key Embarq technical people locally, technicians restored service again with about two hours work.
- Local Embarq engineers clearly recognized the need for the Property to have its own demarcation and are working towards that goal. This was not the case when ValTech was involved. And the obvious lack of cooperation between the two service providers
- Embarq billing personnel also recognized the Property had switched service to Embarq only because a demarcation and constant service was promised. All billed charges from the time service was switched to Embarq through March 3 were waived. The Property paid Embarq nothing because reliable service was not provided. This contrasts significantly with ValTech's position that they could provide terrible service, be paid for it during the time it was provided, do nothing to improve the situation, and then expect payment for doing nothing when the customer leaves in order to obtain phone service that works.
- Since the first of March the Property has had constant service on the two lines that were switched from ValTech to Embarq. And the process of removing the Property from another customer's relay mechanism and providing the Property with its own demarcation is reportedly continuing, albeit slowly.

Most of ValTech's shortcomings and the Customers' frustrations as outlined above are documented in writing in the files and records of the businesses. On balance and with hindsight back over the past ten months, the Customers can be blamed for being uneducated and naive about the detailed workings of telephone service programs. Specifically, it was not understood the lengths to which both ValTech and Embarq might go to punish each other despite the devastating affect their actions might have on a customer caught in the middle.

This resulted in significant trust being placed in ValTech representatives, and hindsight now shows such trust was clearly misplaced.

Respectfully submitted by:



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Custom Blast & Coat Inc
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H. Bruce Dukeman, Asst Treasurer
Golden Motor Classics Inc
hdukeman@woh.rr.com
419-234-8470 cell
419-991-5250 fax



June 1, 2007

Account# 302201
Custom Blast & Coat
1511 S. Dixie Hwy
Lima, OH 45804

Attention: Gerald Gossard

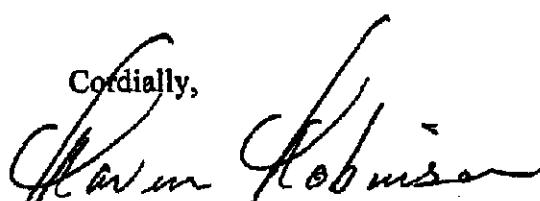
ValTech Communication has received your request to add a line to 1511 S. Dixie Hwy, Lima, OH 45804. Your new telephone numbers are (419) 225-6023 & (419) 225-6024, which will be tagged and labeled at your phone box on 6/4/07 by 5PM.

ValTech is responsible for a dial tone on (419) 225-6023 & (419) 225-6024 from our central office to your phone box. The customer is responsible for inside wiring, which allows your new telephone number to have a dial tone inside your location. If you do not have anyone for inside wiring, please call our Customer Service Department for assistance.

ValTech does not honor month to month terms on any lines in your area. Attached under Embarq Are Savings are discounts for one to three year contracts. Please sign a contract term for your new install (419) 225-6023 & (419) 225-6024 on the application attached and mail back to ValTech Communication as soon as possible. If you do not sign a contract term for your new install you will not receive any discounts.

If you have any questions or concerns, please feel free to contact our Customer Service Department at 1-800-800-7444. Thank you for your time and service with ValTech Communications.

MAIN = 24
FAX = 23

Cordially,

Raven Robinson

Dt: August 30, 2007

Fm: H. Bruce Dukeman, Treasurer
Custom Blast & Coat Inc (CB&C)
419-991-5250 fax

To: ValTech Communications
Attention: Lori & Raven
888-611-7444 fax

Re: Permanent Disconnect 419-225-6023

Despite the fact "disconnect" is not completely accurate because this line was never completely connected so it was useable, please process an immediate permanent disconnect for phone number 419-225-6023.

In conjunction with this disconnect, please prepare a prorated billing for CB&C so I can pay for services actually received by the due date of September 7, 2007. Of course, you must realize that Embarq is punishing CB&C for not using their services directly for either routine service or installation service. Any reduction in your charges because we did not actually have service with this line will be greatly appreciated.

Hopefully, I will be able to persuade Sidney Electric to stabilize the service to 419-222-3430 (Golden Moter Classics Inc) and 419-225-6024 (CB&C) so we do not encounter weather related service interruptions. If not it's possible to establish good service using you and Sidney Electric within the complex, both companies will be forced to purchase all service directly from Embarq. It will probably be the only way to actually obtain dependable service.

Sorry these problems have become so troublesome and thanks for your assistance.

A handwritten signature in black ink, appearing to read "Bruce", is written over a diagonal line.

ATTACHMENT C - FORMAL COMPLAINT FORM

FORMER SERVICE AND MAILING ADDRESS ("the Property"):

**1511 S Dixie Hwy
Lima, OH 45804-1844**

SETTLEMENT EXPECTATIONS AND ATTEMPTS:

- Since ValTech and Embarq would not work together to provide an independent demarcation, the Property clearly had to move to Embarq in order to obtain what ValTech promised and refused to provide after contracts were signed.
- The Customers anticipated and expected to pay a reasonable termination fee, e.g. a month's charges for terrible service.
- Paying a reasonable fee, divorcing the Property from ValTech, and committing Embarq to providing an independent demarcation seemed to be the only way to acquire fully operational, independent service to the Property.
- But ValTech seemed to feel providing terrible service is an acceptable business practice in Ohio. So on top of billing for service that was intermittent or nonexistent much of the time, it billed for this terrible service for the balance of the contracts.
- Despite all of the trials and tribulations the Customers had been subjected to from June 1 to January 14, Mr. Gossard made a final attempt to negotiate a reasonable disconnect fee at termination.
- While the Customers felt no payment was most appropriate in light of the significant losses suffered by the Customers, it was felt an offer to pay an additional token amount would be well received.
- However, for very transparent and self-serving reasons since she had handled the contracts, Ms Robinson was steadfast in her assertion that the Customers were totally at fault for any and all problems incurred during the entire relationship.
- She seemed to have very selective memory regarding 1) changes to initial inducements, 2) inability to provide all services contracted for, 3) inaccurate listings in directories, and 4) withholding very critical information about Embarq providing direct lines to the property.
- In fact she was reluctant to acknowledge any of the grievous shortcomings during January discussions with Mr. Gossard. She terminated the conversation by telling him to either send the money ValTech requested or to have future discussions with the PUCO.
- Paying termination amounts requested was unacceptable to the Customers. Therefore, an informal complaint praying for relief was submitted in hopes ValTech would become more reasonable.

- However, ValTech apparently continues to prefer poor business practices including attempted extortion because there was reportedly no change in attitude when the PUCO made informal contact.
- Mr. Gossard was informed by telephone in early March that ValTech was unreceptive to inquiries and suggestions by the PUCO. At the same time he was told the Customers only way to obtain the PUCO's further assistance was preparing a formal complaint.
- After revisiting the matter thoroughly and allowing time to determine how Embarq was going to handle matters, it was decided a formal complaint was the only way to move towards closure of this matter.

COSTS & DAMAGES INCURRED BY CUSTOMERS:

Because of bad guidance by ValTech, some by commission and some by omission, the Customers paid much to ValTech and received nothing in return except terrible service and wasted time. This is bad enough but in truth the real cost has been much higher.

The Customers also concluded there has been a very large opportunity cost resulting from the inability of potential customers to find CB&C in the October 2007 phone directories. This has been particularly devastating because of the business conditions in Ohio. New businesses need a chance to sell to every potential customer possible. The printed directories are wrong and won't change until October 2008 in our service area. CB&C can't be found at this time in the on-line directories. Nearly every day brings complaints from both potential and existing customers about how hard it is to find CB&C when they want to call.

Because one of the lines originally designated for CB&C never worked as discussed in Attachment A, GMC had to designate its line to provide a fax line for CB&C. But since this line rarely worked either, GMC's signage in September started showing Mr. Gossard's cell phone number. This too was detrimental to business although not to the extent suffered by CB&C.

The Customers present the following summary of costs incurred and paid in cash due to the failed relationship with ValTech. Amounts in dollars.

• Monies paid to ValTech that resulted in some value:	
○ Connection fees	180
○ Monthly service fees, working lines	130
○ Monthly service fees, intermittent lines (1/2 fees)	<u>420</u>
○ Total	730

- Monies paid for no value due to ValTech's bad guidance:
 - Installation fees, Sidney Electric 788
 - Monthly service fees, inoperable line 65
 - Monthly service fees, intermittent lines (1/2 fees) 420
 - Out-of-pocket for weather proofing attempts 100
 - Total 1,373

In addition the Customers believe there have been significant opportunity costs from sales lost because CB&C has been so hard to locate:

- Oct 07 thru Feb 08, sales lost due to poor service,
one per month for five months 5
 - Oct 07 thru Sep 08, sales lost due to erroneous listings,
two per month for 12 months 24
 - Estimated value of each lost sale \$500
 - Total opportunity cost ((5+24) x \$500) \$14,500

Additional fees sought by ValTech upon disconnection \$3,343

The Customers have already paid in cash \$2,103 (\$730 + \$1,373) for seven and one-half months of terrible service because of the very bad guidance dispensed by ValTech. Please recall Embarq charged nothing for service from January 14 through March 3 due to the Customers' right to a separate demarcation point and the terrible service conditions found. No charges were imposed until Embarq could at least provide reliable service.

In addition the Customers have suffered greatly because of the inability of potential customers to locate and contact them. It is readily admitted that the opportunity costs are estimates. But the estimates shown are believed to be conservative and could just as easily be low as high.

Should the Customers be found liable for the disconnection fees billed, the \$5,446 grand total monies paid out by these two start-up businesses for seven and one-half months of terrible service would calculate to a rate of \$726 per month. This would be a financial hardship and a travesty. If the opportunity costs are considered, it becomes even more obvious the Customers have been severely hurt by ValTech's cavalier attitude. No matter how this awful situation is viewed, nothing can be found to indicate ValTech has any concern about providing reliable services to business customers seeking phone service in Ohio.

All parties involved with this matter should note one thing clearly - when it became clear ValTech was never going to provide reliable service, the

Customers initially were willing to pay a small, rational termination fee in order to avoid the time, effort and additional costs associated with a fight. This was because it had become very clear ValTech was incapable of physically fixing the problems and unwilling to pay for others to do so.

But the Customers were living with the problems on a daily basis. So something had to be done to fix them. Because of ValTech's unwillingness to settle for a rational fee, much time and effort now has been expended. And opportunity costs continue daily. So the Customers have reached the point where this has become a matter of principal. The Customers are still willing to stop this process if all parties will release all claims.

Failing settlement without much further ado (noting that such settlement already heavily favors ValTech) and depending upon the comments and opinions offered by the PUCO; the Customers will be forced to seek other remedies including but not limited to 1) retaining outside legal counsel for guidance as to claim amounts and strategy, 2) completing fully the PUCO formal complaint process, 3) preparing more thoroughly documented loss calculations for opportunity costs including lost sales and wasted time, and 4) initiating legal action in civil courts for damage compensation.

With this communication the Customers pray PUCO involvement will result in withdrawal by ValTech of any and all requests for additional fees beyond those already remitted. Hopefully, this will occur at or before a prehearing settlement conference.

Respectfully submitted by:



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January 14, 2008

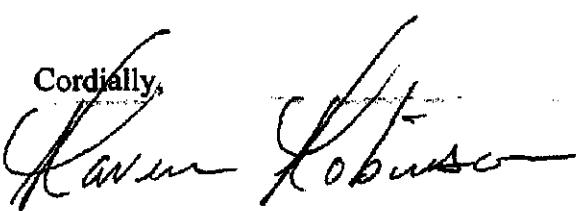
Account# 302201
Custom Blast & Coat Inc.
1511 S. Dixie Hwy
Lima, OH 45804-1844

Attention: Gerald Gossard

ValTech Communication has received a notification that your line is no longer with us as of 1/14/08. Custom Blast & Coat Inc. has signed a three-year contract with ValTech Communication as of 6/5/07. Your contract expires on 6/5/10.

Due to this breach of contract with ValTech, your total amount due for the remaining months of contract will be \$1671.51. Please be advised that this amount will post on your next bill with ValTech Communication. This amount will be due in our office within 10 days from receipt of this letter. If you wish to convert back to ValTech until your contract has ended, ValTech Communication will credit this amount on your bill after the conversion is completed.

If you have further questions concerning this amount due, please contact our Customer Service Department at 1-800-800-7444. Thank you for your time and service with ValTech Communication.

Cordially,

Raven Robinson



January 14, 2008

Account# 300573
Golden Motor Classics
1511 S. Dixie Hwy
Lima, OH 45804-1844

Attention: Gerald Gossard

ValTech Communication has received a notification that your line is no longer with us as of 1/14/08. Golden Motor Classics has signed a three-year contract with ValTech Communication as of 6/5/07. Your contract expires on 6/5/10.

Due to this breach of contract with ValTech, your total amount due for the remaining months of contract will be \$1671.51. Please be advised that this amount will post on your next bill with ValTech Communication. This amount will be due in our office within 10 days from receipt of this letter. If you wish to convert back to ValTech until your contract has ended, ValTech Communication will credit this amount on your bill after the conversion is completed.

If you have further questions concerning this amount due, please contact our Customer Service Department at 1-800-800-7444. Thank you for your time and service with ValTech Communication.

Cordially,

A handwritten signature in black ink, appearing to read "Raven Robinson". Above the signature, the word "Cordially," is written in a smaller, formal font.

Raven Robinson