



HERBERT CREECH
For The Attorney Representation You Deserve

200 JAMESTOWN CIRCLE F
DAYTON, OHIO 45458

October 20, 2008

Attorney Examiner Janet Stoneking
c/o Secretary Jenkins
P. U. C. O.
180 East Broad Street, 13th Floor
Columbus, Ohio 43215-3793

RECEIVED-DOCKETING DIV
2009 JAN 14 PM 1:48
PUCO

RE: Russell v. ATT Ohio, 07-1057-TP-CSS

Dear Examiner Stoneking:

At the October 9 hearing in the above, based on opposing counsel's suggestion that copies of the Judgment and Settlement Agreement offered in evidence by complainant were not 'signed,' I indicated signed copies would be forwarded to you. This was occasioned by the fact that I am a relatively new counsel here, not having been involved in the Toledo case itself except on the very last day. The actual situation is that the Judgment is not signed because it is a draft not meant to be filed unless complainant never made all payments recited therein. A brief read of the judgment will confirm this. The same is the case with the Settlement Agreement. Counsel for ATT Ohio apparently missed this also. However, all recited payments *were made*, as evidenced by the enclosed note from complainant and copies of receipts, for convenience, for the first and last payments thereon which thus, by their own terms, negated any reason to sign and file these two documents. I hope this clears up any evidentiary confusion. Thank you.

Very truly yours,


Herbert Creech, Esquire
w/encls

Copies to: attorneys O'Neal and Kelly, and file

Phone: 937-434-6227

Fax: 937-434-2126

Cell: 937-344-8705

This is to certify that the images appearing are an accurate and complete reproduction of a case file
Email: herbertcreech@stcglobal.net


Technician SM Date Processed Jan

Dear Mr. Herbert Creech,

October 14, 2008

Here is my first and last receipts that I paid Mr. Rowen in full for settlement and release amount of \$72,250.00 in the case of Colin Russell vs Kenwood Hearing Centers. This is why Judgement was not signed and filed.

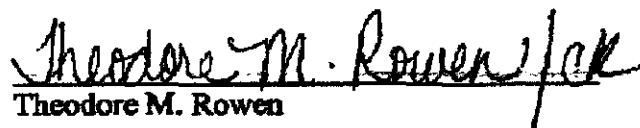
Thank You,


Colin Russell

No. 1

RECEIPT

Receipt is hereby acknowledged with check No. 1285, in the amount of \$7,250.00 from Colin Russell, representing the first payment per the Release and Settlement Agreement in the case entitled Kenwood Hearing Center, Inc. v. Colin Russell, Lucas County Court of Common Pleas, Case No. G-4801-CI-2005 1055.


Theodore M. Rowen

Date: January 26, 2006

cc: Raymond O'Neal

MATMRS-TMR\KenwoodHearing\HearEar\Receipt.1.doc

No. 10

RECEIPT

Receipt is hereby acknowledged with check No. 1746, in the amount of \$7,250.00 from Colin Russell, representing the tenth payment per the Release and Settlement Agreement in the case entitled Kenwood Hearing Center, Inc. v. Colin Russell, Lucas County Court of Common Pleas, Case No. G-4801-CI-2005 1055.

Theodore M. Rowen
Theodore M. Rowen

Date: November 3, 2006

cc: Raymond O'Neal