

FILE

PUCO EXHIBIT FILING

Date of Hearing: 1/20/11

Case No. 09-51-TP-CSS 09-52-TP-CSS

PUCO Case Caption: William Dandee and
Kevin Longworth vs. Choice One
Communications

PUCO

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2011 FEB -8 AM 9:55

List of exhibits being filed:

Respondant
Ex-Direct Testimony of Richard W. Leake

Complainant
Ex-1
2
3
4
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6

Reporter's Signature: Mike Spencer
Date Submitted: _____

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Date Submitted: _____

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BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

- - -

William Steven Gandee, D.C.,
Complainant,

vs.

Choice One Communications of Ohio, :
Inc., d/b/a One Communications :
Respondent. :Case No.

Brian Longworth, D.C., :09-51-TP-CSS
Complainant, :

vs.

Choice One Communications of Ohio, :Case No.
Inc., d/b/a One Communications, :09-52-TP-CSS
Respondent. :

- - -

PROCEEDINGS

before Jim Lynn, Attorney Examiner, at the
Public Utilities Commission of Ohio, 180 East
Broad Street, Hearing Room No. 11-D, Columbus,
Ohio, on Thursday, January 20, 2011, at 1:00
P.M.

- - -

Armstrong & Okey, Inc.
222 East Town Street, 2nd Floor
Columbus, Ohio 43215
(614) 224-9481 - (800) 223-9481
Fax - (614) 224-5724

- - -

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

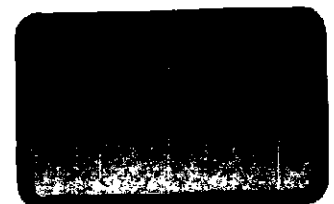
William Steven Gandee, D.C.)	
)	
Complainant,)	
v.)	Case No. 09-51-TP-CSS
)	
Choice One Communications of Ohio)	
Inc. d/b/a One Communications)	
)	
Respondent.)	
)	
Brian Longworth, D.C.)	
)	
Complainant,)	
v.)	Case No. 09-52-TP-CSS
)	
Choice One Communications of Ohio)	
Inc. d/b/a One Communications)	
)	
Respondent.)	

**DIRECT TESTIMONY OF RICHARD WHEELER
ON BEHALF OF CHOICE ONE COMMUNICATIONS OF OHIO, INC.
D/B/A ONE COMMUNICATIONS.**

<u> </u>	Management Policies, Practices, & Organization
<u> </u>	Operating Income
<u> </u>	Rate Base
<u> </u>	Allocations
<u> </u>	Rate of Return
<u> </u>	Rates and Tariffs
<u> X </u>	Other—Consumer Complaint

**RECEIVED-DOCKETING DIV
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PUCO**

January 20, 2011



I. INTRODUCTION

1 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

2 A. My name is Richard Wheeler, and my business address is 5 Wall Street, Burlington,
3 Massachusetts 01803.

4 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

5 A. I am employed by One Communications Corp., the parent company of Choice One
6 Communications of Ohio, Inc. d/b/a One Communications (One Communications), as its
7 Strategic Compliance Implementation Manager.

8 **Q. PLEASE SUMMARIZE YOUR EDUCATION AND PROFESSIONAL**
9 **QUALIFICATIONS.**

10 A. I received a B.A. in History and Political Science from Washington University in St. Louis
11 in 1993. I received my J.D. from Suffolk University Law School in 1998. I was admitted to
12 the Massachusetts bar in December, 1998.

13 **Q. PLEASE SUMMARIZE YOUR WORK EXPERIENCE.**

14 A. I have worked for One Communications for four years. Prior to that, I had my own law firm
15 for five years. I worked at another competitive local exchange carrier ("CLEC"), Servisense,
16 for two years. I also worked at the Massachusetts Department of Telecommunications and
17 Energy in its Cable and Consumer Divisions for two years.

18 **Q. PLEASE DESCRIBE YOUR DUTIES AS STRATEGIC COMPLIANCE**
19 **IMPLEMENTATION MANAGER.**

20 A. As Strategic Compliance Implementation Manager, I am responsible for ensuring that One
21 Communications and its affiliates are in compliance with all relevant state and federal
22 telecommunications regulations. In addition, I oversee One Communications' responses to

1 all law enforcement requests, serve as the One Communications' CPNI/Red Flags/Privacy
2 compliance manager, coordinate One Communications' compliance trainings, and handle
3 matters related to network outages and emergency preparedness. Finally, I am responsible
4 for responding to all criminal and civil subpoenas for call detail records.

5 **Q. AS A RESULT OF YOUR TRAINING AND EXPERIENCE, ARE YOU FAMILIAR**
6 **WITH THE FEDERAL AND STATE OF OHIO LAWS AND REGULATIONS**
7 **THAT APPLY TO TELECOMMUNICATION COMPANIES, LIKE ONE**
8 **COMMUNICATIONS, INCLUDING BUT NOT LIMITED TO ANTI-SLAMMING**
9 **REGULATIONS?**

10 **A.** Yes.

11 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS PROCEEDING?**

12 **A.** As a One Communications manager, the purpose of my testimony in this proceeding is to
13 outline the material facts of this case. An additional purpose of my testimony, based on my
14 training and experience as an attorney versed in telecommunications law, is to explain the
15 regulatory structure applicable to slamming complaints and to identify the principal legal
16 authorities this Commission should ultimately consider in reviewing Dr. William Steven
17 Gandee, D.C. and Dr. Brian Longworth, D.C.'s ("Complainants'") Complaints.

II. FACTUAL BACKGROUND

18 **Q. ARE YOU FAMILIAR WITH THE MATERIAL FACTS OF THIS CASE?**

19 **A.** Yes.

20 **Q. WHY?**

21 **A.** Because I have reviewed One Communications' business records that relate to
22 Complainants' Complaints. I have attached copies of these records to my testimony as

1 Exhibit RW1. I also responded to inquiries from the Complainants' counsel regarding these
2 matters prior to the Complainants filing their Complaints.

3 **Q. DOES ONE COMMUNICATIONS MAINTAIN THESE RECORDS IN THE**
4 **COURSE OF ITS REGULARLY CONDUCTED BUSINESS ACTIVITIES?**

5 **A.** Yes.

6 **Q. ARE THE COPIES OF ONE COMMUNICATIONS' BUSINESS RECORDS THAT**
7 **YOU HAVE ATTACHED TO YOUR TESTIMONY TRUE AND ACCURATE**
8 **COPIES OF THE ORIGINALS?**

9 **A.** Yes.

10 **Q. COULD YOU PLEASE EXPLAIN THE MATERIAL FACTS OF THIS CASE?**

11 **A.** Certainly. In 2002, a Dr. Keith S. Ungar, D.C. obtained telephone service at his Arlington
12 Road, Akron, Ohio offices, known as the "Center for Natural Medicine," from One
13 Communications or its predecessor company.

14 In September 2006, Dr. Ungar asked One Communications to obtain transfers of the
15 telephone numbers (330) 896-8500 and (330) 724-5521, which The Ohio Bell Telephone
16 Company d/b/a AT&T Ohio ("AT&T") had previously assigned to Complainants' AT&T
17 accounts (the "Telephone Numbers"), to One Communications under Dr. Ungar's One
18 Communications account. In response to Dr. Ungar's request, One Communications
19 informed him that he would have to verify his authority to request the transfer by executing
20 a "letter of agency" ("LOA").

21 On October 31, 2006, Dr. Ungar provided One Communications with an executed
22 LOA (attached hereto as Exhibit RW2) in which he represented in writing to One
23 Communications that he possessed the legal authority necessary to request the transfer of the

1 Telephone Numbers from AT&T to One Communications, and in which Dr. Ungar further
2 represented that he desired to make One Communications the carrier providing service to
3 him via the Telephone Numbers.

4 Shortly after Dr. Ungar submitted the LOA to One Communications, and in reliance
5 upon Dr. Ungar's representations, One Communications submitted a "port request" in order
6 to obtain transfers of the Telephone Numbers.

7 In response to the port request, AT&T ported the Telephone Numbers to One
8 Communications under Dr. Ungar's account. One Communications then began providing
9 service via the Telephone Numbers, billing Dr. Ungar's account for those services.

10 **Q. HOW DOES THIS CASE INVOLVE COMPLAINANTS THEN?**

11 A. Beginning in March 2008, approximately one-and-one-half years after AT&T ported the
12 Telephone Numbers to One Communications at Dr. Ungar's request, Complainants
13 contacted One Communications and requested that it remove the Telephone Numbers from
14 Dr. Ungar's account and release the Telephone Numbers to them. The Complainants
15 explained that they had some time earlier entered into a joint business venture with Dr.
16 Ungar but now wished to end that business relationship. They sought to remove the
17 Telephone Numbers from Dr. Ungar's account and receive service themselves via the
18 Telephone Numbers at a different location.

19 **Q. WHY DIDN'T ONE COMMUNICATIONS COMPLY WITH COMPLAINANTS'**
20 **REQUEST?**

21 A. One Communications' records do not indicate that Complainants, or the business entities
22 that they own, Health First Chiropractic Clinic, Inc. and Gandee Chiropractic Life Center,
23 Inc., have at any time been a customer of One Communications. Nor do One

1 Communications' business records indicate that Dr. Ungar ever granted either Dr. Gandee
2 or Dr. Longworth authority to make changes to his account. Instead, Dr. Ungar and Ms.
3 Ryka Moore are identified within One Communications' billing records as the only
4 authorized customer contacts regarding any service associated with Dr. Ungar's One
5 Communications' account. Thus, One Communications declined Complainants' request on
6 the basis that Complainants were not identified on the account as individuals authorized to
7 make changes to services provided under the account. Moreover, as I noted before, Dr.
8 Ungar had been receiving service via the Telephone Numbers for about sixteen months
9 before Complainants apparently became dissatisfied with that situation.

10 **Q. DID COMPLAINANTS TAKE ANY ACTION IN RESPONSE TO ONE**
11 **COMMUNICATIONS' REFUSAL TO RELEASE THE TELEPHONE NUMBERS**
12 **TO THEM?**

13 A. Yes. Complainants complained to One Communications that the Telephone Numbers had
14 been "slammed."

15 **Q. WHAT DO YOU MEAN BY THE TERM "SLAMMED?"**

16 A. Slamming is an industry term used to describe a carrier's unauthorized transfer of a
17 customer from its preferred carrier to the carrier seeking the transfer.

18 **Q. HOW DID ONE COMMUNICATIONS RESPOND TO COMPLAINANTS'**
19 **SLAMMING COMPLAINT?**

20 A. One Communications directed Complainants to contact the Public Utilities Commission of
21 Ohio ("PUCO") or Federal Communications Commission ("FCC") if they believed that the
22 transfer of the Telephone Numbers from AT&T to One Communications in September 2006
23 was unauthorized. One Communications also explained to Complainants that by law they

1 do not own a property interest in the Telephone Numbers.

2 In January 2009, Complainants then filed the instant slamming complaints against
3 One Communications with the PUCO. Complainants also filed a Third Party Complaint
4 against One Communications in the Summit County Court of Common Pleas alleging
5 conversion, negligence, constructive trust, and damages.

III. COMPLAINANTS' SLAMMING COMPLAINT

6 **Q. IN YOUR OPINION AS AN EXPERT IN TELECOMMUNICATIONS**
7 **REGULATION, DO THE FACTS YOU HAVE JUST DESCRIBED CONSTITUTE**
8 **A VIOLATION OF OHIO'S ANTI-SLAMMING LAWS?**

9 A. No.

10 **Q. WHY NOT?**

11 A. There was no violation because One Communications' actions complied with all
12 applicable telecommunications regulations vis-à-vis Dr. Ungar's request to port the
13 Telephone Numbers from AT&T to One Communications.

14 **Q. PLEASE EXPLAIN YOUR REASONING HOW ONE COMMUNICATIONS**
15 **COMPLIED WITH ALL APPLICABLE REGULATIONS VIS-À-VIS DR.**
16 **UNGAR'S REQUEST TO PORT THE TELEPHONE NUMBERS FROM AT&T**
17 **TO ONE COMMUNICATIONS.**

18 A. To begin, Ohio Administrative Code §4901:1-5-09 provides in pertinent part that
19 "Telecommunications providers, in the course of submitting or executing a change on
20 behalf of a subscriber in the selection of a telecommunications provider, shall obtain
21 authorization from the subscriber and verification of that authorization in accordance

1 with the rules and procedures prescribed by the federal communications commission
2 (FCC) at 47 C.F.R. 64.1100 to 64.1170”

3 Title 47 C.F.R. §64.1130 in turn provides three methods a carrier can use to verify
4 an authorization to transfer service: (1) an LOA; (2) electronic authorization; and (3)
5 third-party verification.

6 In this case, One Communications obtained authorization and verification from
7 Dr. Ungar in a signed LOA that provided One Communications with verified evidence
8 that Ungar had the authority to request that the Telephone Numbers be ported from
9 AT&T to his account with One Communications. Thus, One Communications met all
10 conditions necessary to lawfully ask AT&T to port the Telephone Numbers to it based on
11 Dr. Ungar’s request.

12 **Q. MUST THE LOA MEET ANY REGULATORY REQUIREMENTS ITSELF?**

13 A. Yes. Title 47 C.F.R. §64.1130 lists numerous requirements for the LOA. Specifically, “the
14 letter of agency must be printed with a type of sufficient size and readable type to be clearly
15 legible and must contain clear and unambiguous language that confirms: (1) The
16 subscriber’s billing name and address and each telephone number to be covered by the
17 preferred carrier change order; (2) The decision to change the preferred carrier from the
18 current telecommunications carrier to the soliciting telecommunications carrier; (3) That the
19 subscriber designates [the submitting carrier] to act as the subscriber’s agent for the preferred
20 carrier change; (4) That the subscriber understands that only one telecommunications carrier
21 may be designated as the subscriber’s interstate or interLATA preferred interexchange
22 carrier for any one telephone number. . . . ; and (5) That the subscriber may consult with
23 the carrier as to whether a fee will apply to the change in the subscriber’s preferred carrier.”

1 In addition, this rule requires that the LOA be signed and dated by the subscriber to the
2 telephone lines requesting the preferred carrier change.

3 **Q. IN YOUR EXPERT OPINION, DID THE LOA THAT DR. UNGAR SUBMITTED**
4 **TO ONE COMMUNICATIONS MEET THE REGULATORY REQUIREMENTS**
5 **YOU JUST DESCRIBED?**

6 A. Yes, Dr. Ungar's LOA complies with all of the regulatory requirements I just described, and
7 again I have attached a copy of it to my testimony as Exhibit RW2 to demonstrate as much.

8 **Q. IS THE COPY OF THE LOA YOU HAVE ATTACHED TO YOUR TESTIMONY A**
9 **TRUE AND ACCURATE COPY OF THE ORIGINAL?**

10 A. Yes.

11 **Q. DOES ONE COMMUNICATIONS MAINTAIN THE LOA IN THE COURSE OF**
12 **ITS REGULARLY CONDUCTED BUSINESS ACTIVITIES?**

13 A. Yes.

14 **Q. NOTWITHSTANDING WHAT YOU HAVE JUST DESCRIBED, AFTER ONE**
15 **COMMUNICATIONS RECEIVED DR. UNGAR'S LOA, DID IT HAVE ANY DUTY**
16 **TO DETERMINE WHETHER DR. UNGAR WAS IN FACT THE SUBSCRIBER**
17 **OF SERVICES WITH AT&T FOR THE TELEPHONE NUMBERS AND**
18 **THEREFORE HAD ACTUAL AUTHORITY TO REQUEST THAT THE**
19 **TELEPHONE NUMBERS BE TRANSFERRED?**

20 A. No, it did not.

21 **Q. WHY NOT?**

22 A. A carrier, such as One Communications, does not have the ability to access the billing
23 records of another carrier, such as AT&T. Therefore, One Communications cannot

1 investigate whether Dr. Ungar was truly the "subscriber" of services with AT&T for the
2 Telephone Numbers before it made the port request to AT&T.

3 At one time the FCC rules would have held carriers strictly liable when a purported
4 subscriber did not have actual authority to request a services change. However, those rules
5 were challenged, and in *AT&T Corp. v. Federal Communications Commission*, 323 F.3d
6 1081 (D.C. Cir. 2003), the D.C. Circuit Court held that imposing an "actual authorization"
7 standard on carriers exceeded the FCC's authority under the relevant organic statute. After
8 *AT&T Corp.*, the FCC held that an LOA was clear and convincing evidence that its required
9 verification procedures have been complied with, even in the absence of actual
10 authorization. The FCC came to that conclusion in the case of *In the Matter of*
11 *Communicate Tech Sys., LLC*, 21 F.C.C.R. 3409, 3410-11, 206 WL 845499, *1-2 (March
12 31, 2006). All subsequent FCC slamming determinations have been consistent.

13 **Q. IF NO REGULATION REQUIRED ONE COMMUNICATIONS TO**
14 **INVESTIGATE DR. UNGAR'S ACTUAL AUTHORITY TO TRANSFER THE**
15 **TELEPHONE NUMBERS, WHY DIDN'T ONE COMMUNICATIONS TRANSFER**
16 **THE TELEPHONE NUMBERS BACK TO COMPLAINANTS WHEN THEY**
17 **FIRST REQUESTED THAT ONE COMMUNICATIONS DO SO?**

18 **A.** There are two explanations for this refusal, one of which I alluded to before when describing
19 the factual background of this case.

20 First, it is required under state and federal law that carriers must direct a party
21 alleging slamming to the FCC or the PUCO for complaint resolution. One
22 Communications did so.

23 Second, as I said before, One Communications' customer records reflected that Dr.

1 Ungar and Ms. Moore were the only two persons authorized to seek changes to the service
2 provided to Dr. Ungar's One Communications account. Neither of Complainants was
3 authorized to make changes to that service. Because customer privacy rules do not permit
4 carriers to release information or to make service changes to a customer's account based on
5 change requests from unauthorized individuals, I believe One Communications acted
6 properly in refusing Complainants' request to remove the Telephone Numbers from Dr.
7 Ungar's account.

8 **Q. COULD YOU PLEASE EXPLAIN THE CUSTOMER PRIVACY RULES TO**
9 **WHICH YOU JUST REFERRED?**

10 A. Yes. The rules I am referring to, known as Customer Proprietary Network Information
11 ("CPNI") rules, are designed to protect customers against the unauthorized use or disclosure
12 of account information. Title 47 U.S.C. §222(h)(1) defines CPNI as "information that relates
13 to the quantity, technical configuration, type, destination, location, and amount of use of a
14 telecommunications service, subscribed to by any customers of a telecommunications
15 carrier, and that is made available to the carrier by the customer solely by virtue of the
16 carrier-customer relationship; and information contained in the bills pertaining to telephone
17 exchange service or telephone toll service received by a customer of a carrier."

18 Every telecommunications carrier has a statutory duty to protect the
19 confidentiality and sanctity of its customers' accounts under 47 U.S.C. §222(a). In 2007,
20 the FCC enacted specific rules which apply when an individual contacts a carrier by
21 telephone regarding a customer account in the case of *Telecommunications Carriers' Use*
22 *of CPNI and Other Customer Information*, CC Docket Nos. 96-115, WC Docket No. 04-
23 46, Report and Order and Notice of Further Rulemaking, FCC 07-22, ¶¶ 13-20 (rel. April

1 2, 2007). In response to the FCC's order and in compliance with its rules, One
2 Communications does not use or disclose a customer's account information, or make
3 service or account changes, in response to inquiries without proper authorization.

4 The PUCO shares this view of the importance of customer account privacy. In
5 *Telecommunications Carriers' Use of CPNI and Other Customer Information*, CC
6 Docket Nos. 96-115 and RM-11277, Comments of the Public Utilities Commission of
7 Ohio at 32 (filed April 13, 2006), the PUCO stated that "The Ohio Commission believes
8 that customers should ultimately be in charge of the disclosure of their CPNI and,
9 consequently encourages the [FCC] to require telecommunications service providers to
10 obtain customer authorization prior to disclosing CPNI to *any* third party." In addition,
11 Ohio Admin. Code §4901:1-5-05(C) requires that "telecommunications providers in
12 possession of [CPNI must] protect customer information in accordance with 47 U.S.C.
13 222"

14 Complainants did not have authorization from Dr. Ungar to use or have access to
15 services, the Telephone Numbers, or other CPNI related to Dr. Ungar's One
16 Communications account. Therefore, One Communications acted properly, and in
17 conformance with FCC and PUCO CPNI requirements, when it denied the Complainants'
18 March 2008 request to change the services on Dr. Ungar's One Communications'
19 account.

20 **Q. YOU MENTIONED EARLIER THAT THE COMPLAINANTS' DID NOT HAVE**
21 **AN "OWNERSHIP INTEREST" IN THE TELEPHONE NUMBERS. COULD**
22 **YOU PLEASE EXPLAIN?**

1 A. Yes. The Complainants asserted that because they had used the Telephone Numbers for
2 many years before they were transferred to Dr. Ungar's account, they therefore had an
3 ownership interest or a property right in the Telephone Numbers with which One
4 Communications interfered. Because under federal law no one has a property right in a
5 telephone number, the Complainants are wrong.

6 Q. **COULD YOU PLEASE EXPLAIN THE LAW YOU ARE REFERRING TO?**

7 A. Yes. Courts have found that no one can have a property interest in a telephone
8 number. In the Matter of StarNet, Inc., 355 F.3d 634, 637 (7th Cir. 2004). At most, a
9 subscriber may "use" a given number. According to the FCC,

10 The Communications Act of 1934, as amended (the Act), grants
11 the [FCC] exclusive jurisdiction over those portions of the North
12 American Numbering Plan that pertain to the United States. . . .
13 Telephone numbers are a public resource and neither carriers nor
14 subscribers 'own' their telephone numbers.

15 In the Matter of Toll-Free Access Codes, 22 F.C.C.R. 21573, 21573-74 (2007) (internal
16 footnotes and quotations omitted). Ohio carriers' retail product guides also make this
17 clear. See Choice One Ohio Retail Product Guide No. 3, Section 2.1.3.H (available at
18 <http://www.onecommunications.com/uploadedFiles/c1ohproductguide.pdf>) ("The
19 Customer obtains no property right or interest in the use of any specific type of facility,
20 service, equipment, number, process, or code.").

21 Although subscribers may take their telephone numbers with them when
22 switching to another carrier, that is not because the subscriber has any property right or
23 ownership interest in that number. Rather, telephone number portability is required
24 because it promotes competition between telecommunications carriers. In the Matter of
25 Telephone Number Portability, CC Docket No. 95-116, First Report and Order and
26 Further Notice of Proposed Rulemaking, FCC 96-286, ¶ 2 (rel. July 2, 1996). Therefore,

1 Complainants had no property right or ownership interest in the Telephone Numbers with
2 which One Communications interfered.

IV. COMPLAINANTS' "WRONGFUL DETENTION" COMPLAINT

3 **Q. ARE THE TELEPHONE NUMBERS STILL ASSIGNED TO DR. UNGAR'S ONE**
4 **COMMUNICATIONS' ACCOUNT THEN?**

5 **A.** No, they are not.

6 **Q. WHAT HAPPENED TO THE TELEPHONE NUMBERS?**

7 **A.** Based on Complainants' directives, AT&T eventually requested that One Communications
8 port the Telephone Numbers to AT&T accounts, presumably to Complainants' AT&T
9 accounts.

10 **Q. HOW DID IT COME TO PASS THAT AT&T EVENTUALLY DID SUBMIT PORT**
11 **REQUESTS TO ONE COMMUNICATIONS REGARDING THE TELEPHONE**
12 **NUMBERS?**

13 **A.** There is a different history for each of the numbers and I'll discuss each number separately.
14 First, I'll discuss the number (330) 724-5521, the number originally assigned to Dr.
15 Gandee's AT&T account.

16 By May 2009, Dr. Ungar wished to disconnect phone number (330) 724-5521 from
17 his account. By requesting that One Communications no longer provide service to him via
18 that number, Dr. Ungar relinquished control over the number. Normally, when a customer
19 stops paying for service via a telephone number, that number would be released to a general
20 pool of numbers and it eventually gets assigned on a random basis to another carrier to use.
21 However, rather than release that number to the general pool, One Communications held the
22 number due to the instant litigation. A few months later, on September 18, 2009, at Dr.

1 Gandee's direction, One Communications received a request from AT&T to port that
2 number to an AT&T account—presumably Dr. Gandee's account.

3 **Q. IN YOUR OPINION AS AN EXPERT IN TELECOMMUNICATIONS**
4 **REGULATION, DID ONE COMMUNICATIONS' CONDUCT IN PORTING DR.**
5 **GANDEE'S TELEPHONE NUMBERS BACK TO HIS AT&T ACCOUNT ONLY**
6 **AFTER IT RECEIVED A PORT REQUEST FROM AT&T VIOLATE ANY**
7 **TELECOMMUNICATIONS LAW OR REGULATION?**

8 **A.** No.

9 **Q. WHY NOT?**

10 **A.** The answer to that question relates back to the regulations I previously described. A carrier
11 cannot port a telephone number to a different carrier unless it receives a port request from
12 that carrier. On several occasions after Dr. Ungar gave up his claim to Dr. Gandee's
13 number, One Communications informed Dr. Gandee's counsel that it could transfer his
14 number to AT&T only after One Communications received a port request from AT&T to do
15 so. One Communications, however, did not receive a port request from AT&T until
16 September 2009. If One Communications had not held onto the number, and released it to
17 the number pool in May 2009 as it certainly could have done, the number would very likely
18 have been assigned to another carrier by then and would no longer have been available to
19 AT&T for use by Dr. Gandee.

20 **Q. WHAT HAPPENED TO THE NUMBER THAT WAS ORIGINALLY ASSIGNED**
21 **TO DR. LONGWORTH'S AT&T ACCOUNT?**

22 **A.** That story is a bit more complicated and requires me to explain the case in the Summit
23 County Court of Common Pleas that the Complainants brought against One

1 Communications.

2 **Q. PLEASE EXPLAIN THE CASE YOU ARE REFERRING TO.**

3 A. As I noted briefly above, the case I am referring to was originally brought by Dr. Ungar
4 against Complainants in the Summit County Court of Common Pleas regarding the business
5 relationship among those parties. Within that suit, Complainants filed a third-party
6 complaint against One Communications and a counterclaim against Dr. Ungar, seeking an
7 order from the court that the Telephone Numbers be reassigned to them and asserting that
8 One Communications was liable to them for conversion, negligence and damages because it
9 had slammed them.

10 **Q. WHAT HAPPENED IN THAT CASE?**

11 A. In May of 2009, a magistrate heard evidence to determine who should control the Telephone
12 Numbers. One Communications participated in that hearing to explain the facts, but took no
13 position regarding who should properly control the Telephone Numbers. Based on the
14 magistrate's recommendation, on June 9, 2009, the court issued a Judgment Entry ordering
15 One Communications to transfer the (330) 896-8500 telephone number to Dr. Longworth.
16 The court did not issue an order regarding the (330) 724-5521 phone number because, as I
17 just explained, by that time Dr. Ungar had given up any claim to that number, and One
18 Communications represented to the Court that it would honor a proper port request
19 concerning that number, if it should receive one from Dr. Gandee's chosen provider (which
20 One Communications eventually received from AT&T in September 2009).

21 **Q. WHAT HAPPENED TO COMPLAINANTS' CLAIMS FOR DAMAGES AGAINST**
22 **ONE COMMUNICATIONS IN THE SUMMIT COUNTY CASE?**

23 A. In January 2010, the Summit County Court dismissed those claims, holding that the

1 Complainants' claims against One Communications were subject to the exclusive
2 jurisdiction of the PUCO because they were based on slamming allegations. The
3 Complainants appealed that decision and the Court of Appeals, Ninth Judicial District, has
4 not yet issued its decision on the Complainants' appeal.

5 **Q. IN YOUR OPINION AS AN EXPERT IN TELECOMMUNICATIONS**
6 **REGULATION, DID ONE COMMUNICATIONS' CONDUCT IN PORTING DR.**
7 **LONGWORTH'S TELEPHONE NUMBER BACK TO HIS AT&T ACCOUNT**
8 **LESS THAN ONE MONTH AFTER THE SUMMIT COUNTY COURT OF**
9 **COMMON PLEAS ORDERED IT TO DO SO CONSTITUTE A VIOLATION OF**
10 **ANY TELECOMMUNICATIONS LAW OR REGULATION?**

11 **A. No.**

12 **Q. WHY NOT?**

13 **A. If Dr. Longworth had believed that One Communications was not acting quickly enough to**
14 **port his telephone number to his AT&T account, his remedy would have been to seek a**
15 **contempt of court sanction from the Court that issued the order, not to bring his grievance to**
16 **the PUCO. Also, as with the (330) 724-5521 number, One Communications could only port**
17 **the number to AT&T after it had received a port request from AT&T to do so. Therefore, it**
18 **was the responsibility of the Complainants to contact AT&T to ensure that AT&T requested**
19 **the numbers be ported to it in a timely fashion.**

V. CONCLUSION

20 **Q. DOES THIS CONCLUDE YOUR PRE-FILED DIRECT TESTIMONY?**

21 **A. Yes.**

Client Care Call Notation Tool (View History)

Account 0003218432 CENTER FOR NATURAL MEDICINE

Short Description: SuperScreen Note

Create Date: 3/17/2008 11:28:35 AM

Remarks:

3/17/2008 11:28:35 AM apluser

DLR // WILL SEND PMT FOR 589.49 BY 3/21// SET PAR// NC-AJ

Assigned To: nco_12

Caller's Name: PATTY

Short Description: Client Initiated Complaint > Billing

Create Date: 3/17/2008 10:24:16 AM

Remarks:

3/17/2008 10:24:16 AM mibabcock

Internal Investigation in Progress.

Assigned To: mibabcock

Caller's Name: X

Short Description: SuperScreen Note

Create Date: 2/15/2008 3:06:26 PM

Remarks:

2/15/2008 3:06:26 PM apluser

IN- ADV THAT CHECK FOR \$563.34 WAS MILE DOUT THIS MORNING SETUP PAR FOR MAILING TIME NC-MR

Assigned To: nco_06

Caller's Name: PAT

Short Description: SuperScreen Note

Create Date: 2/15/2008 9:35:46 AM

Remarks:

2/15/2008 9:35:46 AM apluser

DL LEFT MESSAGE NC-GE

Assigned To: nco_06

Caller's Name: FEMALE

Short Description: Saville Note

Create Date: 2/15/2008 9:35:21 AM

Remarks:

2/16/2008 5:18:08 AM Administrator

Call left voicemail

TRT - U0

Assigned To: cnotes

Caller's Name:

Short Description: Balance/Payment Inquiry > Balance Inquiry

Create Date: 12/12/2007 11:49:30 AM

Remarks:

12/12/2007 11:49:30 AM stepinski

Called and just wanted to know what they billed per line provided that for her

Assigned To: stepinski

Caller's Name: Pat

EXHIBIT RW1

Short Description: Add/Modify Product/Service > Additional Line
Create Date: 11/30/2007 12:14:49 PM
Remarks:

Assigned To: slepinski
Caller's Name: Coleen

11/30/2007 12:14:49 PM slepinski
Client called to see if we could service the number 330-644-1411 for her called NPAC and it has not been ported but it is in a different rate center

Short Description: Saville Note
Create Date: 11/7/2007 9:00:50 PM
Remarks:

Assigned To: cormotes
Caller's Name:

11/8/2007 5:18:27 AM Administrator
RENEWAL CREDIT CREATED FOR SERVICE LOCATION: 000135881
RENEWAL CREDIT CALCULATION FOR: 20071107:
EXPENSE SP - \$ 12.10
EXPENSE SP - \$ 12.10
EXPENSE SP - \$ 12.10
EXPENSE SP - \$ 12.10
EXPENSE SP - \$ 12.10
EXPENSE SP - \$ 12.10
EXPENSE SP - \$ 12.10
EXPENSE SP - \$ 12.10
EXPENSE SP - \$ 12.10
TOTAL CREDIT: \$ 108.90
ACCT - U2

Short Description: Saville Note
Create Date: 4/7/2007 7:52:01 PM
Remarks:

Assigned To: cormotes
Caller's Name:

4/10/2007 5:17:29 AM Administrator
UNIQUE TRUCK ROLL CHARGE ID#: 00000000350371
CHARGE SUBMITTER ID: tmccoy
TICKET #: 00864624
NUMBER OF HOURS: .00
ACCT - U2

Short Description: External Dispatch Charge
Create Date: 4/7/2007 6:10:19 AM
Remarks:

Assigned To: tmccoy
Caller's Name: ANDY (ONE COMM)

4/7/2007 6:10:19 AM Administrator
Ticket: 00864624

Short Description: SuperScreen Note

Assigned To: afagan

EXHIBIT RW1

Create Date: 4/4/2007 4:44:27 PM

Caller's Name: patty

Remarks:

4/4/2007 4:44:28 PM apluser

static on line TT # 00864624, double checked hunt group it is correct in the switch

Short Description: SuperScreen Note

Assigned To: afagan

Create Date: 3/19/2007 1:17:35 PM

Caller's Name: patty

Remarks:

3/19/2007 1:17:35 PM apluser

password for MY reset again

Short Description: SuperScreen Note

Assigned To: afagan

Create Date: 3/19/2007 1:17:16 PM

Caller's Name: patty

Remarks:

3/19/2007 1:17:16 PM apluser

reset password again

Short Description: SuperScreen Note

Assigned To: afagan

Create Date: 3/7/2007 4:20:48 PM

Caller's Name: lisa

Remarks:

3/7/2007 4:20:48 PM apluser

socket with vendor, eg and locate is done, NET is fixed. Tina is going on site tomorrow and we will fix this

Short Description: Seville Note

Assigned To: ccmotes

Create Date: 3/2/2007 9:17:55 AM

Caller's Name:

Remarks:

3/9/2007 3:10:02 PM Administrator

Call left voicemail

DLC - LM WITH LISA. NC-TS

TRT - UU

Short Description: TMS Attrition Risk Task

Assigned To: afagan

Create Date: 2/26/2007 7:57:25 AM

Caller's Name: Keith

Remarks:

2/26/2007 7:57:25 AM apluser

TMS TASK ATTRIT

TASK NUMBER: 353035

TASK SEQ: 1

CREATE DATE: 26-FEB-07

CREATE USER: AFAGAN

Date called: 26-FEB-07

Reached Client? Y

Contact name: Keith

Task disposition: Satisfied

Primary Reason for leaving:

What could/should one have done differently to save this client?

Is service out to client? N

Has client received completed work? N

If yes, complete name:

New products/ pricing proposed? NI
ICE Requested? NI
Key Submission
Current Tracker Status: Safe
New Tracker Status: Safe
Notes:

Short Description: Saville Note
Create Date: 2/24/2007 5:40:18 AM
Remarks:

Assigned To: cxnotes
Caller's Name:

2/28/2007 8:45:21 AM Administrator
Sent deny service letter 1197.54
ACCT - U2

Short Description: Explain Current Product/Service > Exchange
Create Date: 2/23/2007 1:58:00 PM
Remarks:

Assigned To: thompson
Caller's Name: keth

2/23/2007 1:58:05 PM thompson
Andy team called re the line 550-455-6658 point to rest line in hand. to Wm

Short Description: Saville Note
Create Date: 2/23/2007 11:09:55 AM
Remarks:

Assigned To: cxnotes
Caller's Name:

2/28/2007 8:45:21 AM Administrator
Call left voicemail
LEFT MSG WITH MICHELLE TO RET CALL. NC-CS
TRT - U0

Short Description: SuperScreen Note
Create Date: 2/23/2007 8:11:27 AM
Remarks:

Assigned To: afagan
Caller's Name: tina

2/23/2007 8:11:27 AM apluser
submitted note to rep and leave 4 lines

Short Description: SuperScreen Note
Create Date: 2/22/2007 1:13:46 PM
Remarks:

Assigned To: afagan
Caller's Name: tina

2/22/2007 1:13:46 PM apluser
spoke with vendor about hunt group

Short Description: Saville Note
Create Date: 2/19/2007 12:49:52 PM
Remarks:

Assigned To: cxnotes
Caller's Name:

2/22/2007 5:22:27 PM Administrator
Call left voicemail
LEFT MSG WITH PATTY TO RET CALL. NC-CS
TRT - U0

Short Description: SuperScreen Note
Create Date: 2/14/2007 1:14:54 PM
Remarks:

Assigned To: afagan
Caller's Name: keith

2/14/2007 1:14:54 PM apluser
customer lines going to VM after 4 rings like it should.

Short Description: SuperScreen Note
Create Date: 2/2/2007 4:47:15 PM
Remarks:

Assigned To: afagan
Caller's Name: pat

2/2/2007 4:47:15 PM apluser
fixed VM through repair

Short Description: SuperScreen Note
Create Date: 1/26/2007 11:52:02 AM
Remarks:

Assigned To: afagan
Caller's Name: keith

1/26/2007 11:52:02 AM apluser
hunt group B has new DID VM per OMS # 3819000

Short Description: SuperScreen Note
Create Date: 1/26/2007 11:45:51 AM
Remarks:

Assigned To: afagan
Caller's Name: keith

1/26/2007 11:45:51 AM apluser
re-designed hunt groups and existing DID VM's for hunt group A per OMS # 3818881

Short Description: SuperScreen Note
Create Date: 1/17/2007 2:22:17 PM
Remarks:

Assigned To: nco_01
Caller's Name: ALICIA

1/17/2007 2:22:17 PM apluser
ADVISED CHECK WAS SENT ON THE 11TH OF JAN SET PAR FOR THE 22ND FOR 582.06 CHECK # 1430 TO ALLOW MAIL TIME. NC-CS

Short Description: Saville Note
Create Date: 1/17/2007 5:22:40 PM
Remarks:

Assigned To: cxnotes
Caller's Name:

3/2/2007 5:22:27 PM Administrator
SET PAR FOR THE 22ND OF JAN FOR 582.06. NC-CS
TNT #40

Short Description: Saville Note
Create Date: 1/17/2007 12:08:05 PM
Remarks:

Assigned To: cxnotes
Caller's Name:

3/2/2007 5:22:27 PM Administrator

DLR LEFT MSG RE PAST DUE-NC/TD
TRT - UO

Short Description: Saville Note
Create Date: 11/22/2007 5:29:32 AM
Remarks:
11/22/2007 5:22:27 PM Administrator
Sent Reminder letter 10415.89
ACCT - UO
Assigned To: afagan
Caller's Name:

Short Description: SuperScreen Note
Create Date: 11/29/2006 11:54:16 AM
Remarks:
11/29/2006 11:54:16 AM apluser
left another message for dr. ungar

Assigned To: afagan
Caller's Name: receptionist

Short Description: SuperScreen Note
Create Date: 11/29/2006 11:56:21 AM
Remarks:
11/29/2006 11:56:21 AM apluser
left another message for dr. ungar
Assigned To: afagan
Caller's Name: receptionist

Short Description: Order Status > Line Add
Create Date: 11/29/2006 10:15:44 AM
Remarks:

Assigned To: grenkens
Caller's Name: Keith Ungar

11/29/2006 10:15:44 AM grenkens
Keith was transferred to me, very upset. Regarding pons 1615382 & 1616414. These are to port two ff tns to us. Keith received a letter advising these tns were to be added to his residence address, not his business address. He said he was very clear with Andy Fagan that these two ff tns were to port to us & be physically installed at his business address. He requested Andy call him back to straighten this out.

Short Description: New Order Status > Update Provided
Create Date: 11/29/2006 10:07:45 AM
Remarks:
11/29/2006 10:07:45 AM asarroz
Dr. Ungar called in reference to a letter he rec'd and open orders. I connected him with Gabby (client services)
Assigned To: afagan
Caller's Name: Dr. Ungar

Short Description: SuperScreen Note
Create Date: 11/28/2006 3:12:11 PM
Remarks:

Assigned To: afagan
Caller's Name: receptionist

11/28/2006 3:12:11 PM apluser
called keith again no contact yet.

Short Description: SuperScreen Note
Create Date: 11/28/2006 12:03:55 PM
Assigned To: afagan
Caller's Name: Keith

Remarks:

11/28/2006 12:03:35 PM apluser
left message regarding FF #s

Short Description: SuperScreen Note**Create Date:** 11/17/2006 12:04:07 PM**Remarks:**

11/17/2006 12:04:07 PM apluser

I had to re-submit orders to port line because they are existing FF#. I submitted 2 mac orders

Assigned To: afagan**Caller's Name:** Internal**Short Description:** SuperScreen Note**Create Date:** 11/16/2006 8:36:34 AM**Remarks:**

11/16/2006 8:36:34 AM apluser

contract renewal 12 month term loyalty breaks ends 12/30/2010

Assigned To: afagan**Caller's Name:** Internal**Short Description:** SuperScreen Note**Create Date:** 10/19/2006 11:28:05 AM**Remarks:**

10/19/2006 11:28:05 AM apluser

faxed over revised SA and LOA. need to check account in 3 months to review usage

Assigned To: afagan**Caller's Name:** kelth**Short Description:** Saville Note**Create Date:** 10/12/2006 12:42:41 AM**Remarks:**

10/16/2006 5:17:03 AM Administrator

UNIQUE TRUCK ROLL CHARGE ID#: 000900000812672

CHARGE SUBMITTER ID: eles

Ticket #: 00793383

NUMBER OF HOURS: 00

ACCT: UE

Assigned To: eles**Caller's Name:****Short Description:** External Dispatch Charge**Create Date:** 10/11/2006 6:00:19 AM**Remarks:**

10/11/2006 6:00:19 AM Administrator

Ticket #00793383

Assigned To: eles**Caller's Name:** Andy c1**Short Description:** SuperScreen Note**Create Date:** 10/6/2006 10:16:02 AM**Remarks:**

10/6/2006 10:16:02 AM apluser

left message about TI and proposal

Assigned To: afagan**Caller's Name:** kelth

Short Description: SuperScreen Note
Create Date: 10/5/2006 4:32:34 PM
Remarks:

10/5/2006 4:32:34 PM apiuser
residences TT # 793383 checking number at prem.

Assigned To: afagan
Caller's Name: internal

Short Description: SuperScreen Note
Create Date: 9/27/2006 9:06:28 AM
Remarks:

9/27/2006 9:06:28 AM apiuser
sent over new SA and proposed to save customer

Assigned To: afagan
Caller's Name: Keith

Short Description: SuperScreen Note
Create Date: 9/20/2006 1:42:25 PM
Remarks:

9/20/2006 1:42:25 PM apiuser
tag and locate TT # 787205

Assigned To: afagan
Caller's Name: internal

Short Description: SuperScreen Note
Create Date: 9/20/2006 1:40:46 PM
Remarks:

9/20/2006 1:40:46 PM apiuser
submitted tag and locate

Assigned To: afagan
Caller's Name: internal

Short Description: SuperScreen Note
Create Date: 9/20/2006 1:26:37 PM
Remarks:

9/20/2006 1:26:37 PM apiuser
said that he wants 2 line ported from AT&T (330-724-5521 and 330-896-8500) and swapped with numbers that are not being used.

Assigned To: afagan
Caller's Name: Kieth

Short Description: SuperScreen Note
Create Date: 9/20/2006 9:38:15 AM
Remarks:

9/20/2006 9:38:15 AM apiuser
Handled her message for the day

Assigned To: afagan
Caller's Name: receptionist

Short Description: SuperScreen Note
Create Date: 9/19/2006 3:06:32 PM
Remarks:

9/19/2006 3:06:32 PM apiuser
called left message on cell # 330-495-1111

Assigned To: afagan
Caller's Name: dr ungar

Short Description: Saville Note

Assigned To: Saville

Create Date: 9/19/2006 1:20:37 PM

Caller's Name:

Remarks:

9/20/2006 5:16:51 AM Administrator
Call left voicemail
TFT - VO

Short Description: SuperScreen Note

Assigned To: nco_08

Create Date: 9/19/2006 1:20:31 PM

Caller's Name: KEITH

Remarks:

9/19/2006 1:20:31 PM apluser
ADV THAT HE MAILED OUT PAYMENT OVER THE WEEKEND DID NOT HAVE CHECK # SO NO PAR SETUP NC-MR

Short Description: Correspondence > Product/Service

Assigned To: afagan

Create Date: 9/13/2006 4:36:29 PM

Caller's Name: Keith

Remarks:

9/13/2006 4:36:29 PM apluser
Dr. Under called about paying over some numbers and pricing. I contacted him re Andy's voicemail.

Short Description: SuperScreen Note

Assigned To: afagan

Create Date: 9/18/2006 10:13:15 AM

Caller's Name: Internal

Remarks:

9/18/2006 10:13:15 AM apluser
faxed copy of contracts.

Short Description: SuperScreen Note

Assigned To: afagan

Create Date: 9/18/2006 9:45:53 AM

Caller's Name: Keith

Remarks:

9/18/2006 9:45:53 AM apluser
customer confirmed that they originally order these lines and now does not need them. He would not give me the opportunity to save or propose new agreement. His intention was to try and close 4 lines then point I informed customer that we would still bill all ETP's. Total ETP's are \$528.65. The customer requested copy of contract. I will fax over as soon as possible.

Short Description: Transfer > CDR

Assigned To: mfagan

Create Date: 9/18/2006 9:45:13 AM

Caller's Name: Keith

Remarks:

9/18/2006 9:45:13 AM mfagan
Transferred call to CDR - AFagan
Client called to question etp's and lines that he has. Several are not used. I advised that we do not track the use of the lines but that I could xfer to cam to discuss the added costs of etp's etc.

Short Description: Account Inquiry > Contract Length

Assigned To: szawistowski

Create Date: 9/12/2006 10:05:50 AM

Caller's Name: Keith

Remarks:

9/12/2006 10:05:50 AM szawistowski
client is going to obtain info from cam and advised need for

Short Description: Saville Note
Create Date: 9/12/2006 5:43:17 AM
Remarks:

Assigned To: cnotes
Caller's Name:

9/13/2006 5:17:09 AM Administrator
Sent Reminder letter 791.10
ACCT - U2

Short Description: SuperScreen Note
Create Date: 6/30/2006 8:18:58 AM
Remarks:

Assigned To: afagan
Caller's Name: receptionist

6/30/2006 8:48:58 AM apluser
left vm

Short Description: Add/Modify Product/Service > Calling Features
Create Date: 5/22/2006 4:10:34 PM
Remarks:

Assigned To: elee
Caller's Name: Tina

5/22/2006 4:10:34 PM elee
Tina called in saying that they do NOT have 1729 hooked up internally and callers are intermittently going to RNA when calls hit it. I removed it from the hunt and updated TBS records with Ebony to reflect the new order per her phone system 7246, 9288, 3200, 7600 and back to the beginning in a circular group. I also toggled off the /CFDAAC on all lines in the hunt except line 1 per her request. She didn't even know that they had V-mail. I instructed her how to use that.

Short Description: Explain Current Product/Service > Exchange
Create Date: 5/22/2006 4:09:37 PM
Remarks:

Assigned To: fairwell
Caller's Name: Eric in repair

5/22/2006 4:09:37 PM fairwell
Eric requested that I place a records only order to change the hunt group:
circular hunt
380-644-7246
380-644-9288
380-645-3200
380-645-7600
380-644-7246

remove 1729

6/5/2006 4:08:58 PM fairwell
port# 1507538

Status set to Closed.

Short Description: SuperScreen Note
Create Date: 2/21/2006 1:16:27 PM
Remarks:

Assigned To: afagan
Caller's Name: receptionist

2/21/2006 1:16:27 PM apluser
left contact info

Short Description: Saville Note
Create Date: 10/29/2005 12:17:21 AM
Remarks:

Assigned To: ccmotes
Caller's Name:

11/1/2005 6:18:00 AM Administrator
UNIQUE TRUCK ROLL CHARGE ID#: 000000010255749
CHARGE SUBMITTED ID: mvanhook
TICKET #: 00661765
NUMBER OF HOURS: .00
NOTES: 330-644-9292
ACCT - U2

Short Description: External Dispatch Charge
Create Date: 10/28/2005 6:00:21 AM
Remarks:

Assigned To: mvanhook
Caller's Name: kathy

10/28/2005 6:00:21 AM Administrator
330-644-9292 Ticket #00661765

Short Description: SuperScreen Note
Create Date: 10/20/2005 12:32:24 PM
Remarks:

Assigned To: nea_07
Caller's Name: client

10/20/2005 12:32:24 PM apiuser
client paid in full by check for \$49.58 net

Short Description: Saville Note
Create Date: 10/12/2005 5:49:51 AM
Remarks:

Assigned To: ccmotes
Caller's Name:

10/13/2005 5:18:36 AM Administrator
Sent Reminder letter
ACCT - U2

Short Description: Saville Note
Create Date: 9/12/2005 5:17:49 AM
Remarks:

Assigned To: ccmotes
Caller's Name:

9/13/2005 5:17:29 AM Administrator
Sent Reminder letter
ACCT - U2

Short Description: SuperScreen Note
Create Date: 8/25/2005 2:32:13 PM
Remarks:

Assigned To: sbrewer
Caller's Name: keth

8/25/2005 2:32:13 PM apiuser
lft msg for anniversary call.

Short Description: Explain Current Products/Service - Veterans

Assigned To: steedman

Create Date: 8/2/2005 4:44:48 PM
Route: RL

Caller's Name: Kathy

8/2/2005 4:44:48 PM Statman

Reviewed website capabilities/functionality with client.

Short Description: SuperScreen Note

Assigned To: sbrewer

Create Date: 5/31/2005 4:54:29 PM

Caller's Name: kathy

Remarks:

5/31/2005 4:54:29 PM apluser

Spoke w/ Kathy- she said that line #2 is having static..

She said that it is not internal... Line - 330 644 9280 IS HAVING THE STATIC... CALLING CLIENT SERVICE.

Short Description: Delete Product/Service > Exchange

Assigned To: cwright

Create Date: 5/24/2005 4:48:28 PM

Caller's Name: DR UNGER

Remarks:

5/24/2005 4:48:28 PM cwright

Dr Unger called to verify lines on the acct. He will check this out because he feels he does not use all the lines and will call back to cancel some once he knows.

Short Description: Client Initiated > Notice of Payment Made

Assigned To: mseeley

Create Date: 3/28/2005 5:03:29 PM

Caller's Name: Cathy

Remarks:

3/28/2005 5:03:29 PM mseeley

cc pymt \$346.50 - Auth Code: 423545

Short Description: Saville Note

Assigned To: cwright

Create Date: 3/23/2005 6:06:17 AM

Caller's Name:

Remarks:

3/23/2005 6:17:37 AM Administrator

Sent early service letter

ACCT - U2

Short Description: Saville Note

Assigned To: cwright

Create Date: 3/12/2005 5:54:02 AM

Caller's Name:

Remarks:

3/15/2005 6:17:43 AM Administrator

Sent Reminder letter

ACCT - U2

Short Description: SuperScreen Note

Assigned To: sbrewer

Create Date: 1/31/2005 3:22:41 PM

Caller's Name: Keith

Remarks:

1/31/2005 3:22:41 PM apluser

Left msg for Keith

Short Description: Explain Current Product/Service > Voicemail
Create Date: 12/8/2004 9:35:33 AM
Remarks:

12/8/2004 9:35:33 AM jjeske
Reviewed voicemail capabilities/functionality with client.

Assigned To: jjeske
Caller's Name: Jackie

Short Description: Seville Note
Create Date: 9/29/2004 11:41:31 PM
Remarks:

10/4/2004 5:17:38 AM Administrator
UNIQUE TRUCK ROLL CHARGE ID# 00000000185293
CHARGE SUBMITTER ID# breynolds
TICKET # 00505624
NUMBER OF HOURS: .00
ACCT - 02

Assigned To: exmotes
Caller's Name:

Short Description: External Dispatch Charge
Create Date: 9/29/2004 6:00:16 AM
Remarks:

9/29/2004 6:00:16 AM Administrator
Ticket #00505624

Assigned To: breynolds
Caller's Name: Jackie

Short Description: Status & Trouble Ticket Status
Create Date: 9/27/2004 10:45:05 AM
Remarks:

9/27/2004 10:45:05 AM wcleveand
Client called to get status on ticket. Advised client that ticket is in shop repair status.

Assigned To: wcleveand
Caller's Name: JACKIE

Short Description: Sales/Check Up > No Current Opportunity
Create Date: 5/6/2004 2:41:37 PM
Remarks:

5/6/2004 2:41:37 PM sbrewer
LFT MSG FOR KEITH TO CALL ME.

Assigned To: sbrewer
Caller's Name: KEITH

Short Description: Add/Modify Product/Service > Calling Features
Create Date: 3/25/2004 1:38:19 PM
Remarks:

3/25/2004 1:38:19 PM idelveau
Customer called to add call forwarding variable to 848-7800 placed order to his

Assigned To: idelveau
Caller's Name: Janice sales

Short Description: Explain Current Product/Service > Feature
Create Date: 3/24/2004 3:24:37 PM
Remarks:

3/24/2004 3:24:37 PM bhnillicka

Assigned To: bhnillicka
Caller's Name: RYKA

Ryka called requesting how to do the call forward ... *72 then dial the # to be forwarded to ... if no one answers ... repeat and it will be forwarded ... *73 to deactivate.

Short Description: Order Status > Feature
Create Date: 3/5/2004 4:06:41 PM
Assigned To: pickett
Caller's Name: Ryka
Remarks:
3/5/2004 4:06:41 PM pickett
Ryka called inquiring on order to cancel from cbs. and cust stated that she also wanted all forwarding on line 330-7600. I added order 1003584 that was on hold for pending order to complete.

Short Description: Explain Current Product/Service > Other
Create Date: 3/5/2004 4:00:10 PM
Assigned To: swielgus
Caller's Name: RYKA
Remarks:
3/5/2004 4:00:10 PM swielgus
Per pc with Ryka calling in to cancel the forwarding on 330-645-7600
I have placed order in TBS

Short Description: Add/Modify Product/Service > Calling Features
Create Date: 1/27/2004 1:31:02 PM
Assigned To: tchristenson
Caller's Name: RYKA
Remarks:
1/27/2004 1:31:02 PM tchristenson
Adding Hunt gp B for client, 2 lines

Short Description: Add/Modify Product/Service > Calling Features
Create Date: 1/22/2004 12:29:45 PM
Assigned To: cbonnin
Caller's Name: Rika
Remarks:
1/22/2004 12:29:45 PM cbonnin
client called to change the hunt group, placed tbs order

Short Description: Billing > Address/Name Change
Create Date: 1/22/2004 12:17:36 PM
Assigned To: tchristenson
Caller's Name: Keith
Remarks:
1/22/2004 12:17:36 PM tchristenson
per Keith adding Ryka/Reiche as contact on account. Also

Short Description: Explain Current Product/Service > Other
Create Date: 1/22/2004 12:13:48 PM
Assigned To: tchristenson
Caller's Name: Reiche
Remarks:
1/22/2004 12:13:48 PM tchristenson
advised that Keith wld need to cb to make changes and discuss acct.

Short Description: Explain Current Product/Service > Miscellaneous
Create Date: 11/4/2003 1:01:45 PM
Assigned To: bhalla
Caller's Name: JACKIE CARR
Remarks:

11/24/2003 1:03:25 PM jjeske

Reviewed voicemail capabilities/functionality with client. Faxed voice mail instructions.

Short Description: Explain Current Product/Service > Other

Create Date: 7/31/2003 1:53:26 PM

Remarks:

7/31/2003 1:53:26 PM jjeske

Client having trouble dialing international went over instructions also gave them 10 10 288 00 for international directory assistance

7/31/2003 2:10:50 PM jjeske

Status set to Closed.

Assigned To: jjeske

Caller's Name: Keith Ungar

Short Description: Explain Current Product/Service > Other

Create Date: 7/15/2003 1:38:00 PM

Remarks:

7/15/2003 1:38:00 PM mwilliams

client called wanted to have a ticket set up for loud echo on line.

Assigned To: mwilliams

Caller's Name: Jackie

Short Description: Sales/Check Up > Opportunity Discussed

Create Date: 7/11/2003 10:55:58 AM

Remarks:

7/11/2003 10:55:58 AM lprevost

discussed new line

Assigned To: lprevost

Caller's Name: Ryka

Short Description: Listing > Add

Create Date: 5/6/2003 11:53:19 AM

Remarks:

5/6/2003 11:53:19 AM aschmese

sent request to directory to add listing for 411 under Dr. Keith Ungar, also sent request to remove forwarding on line 030-645-3200

Assigned To: aschmese

Caller's Name: KETH UNGAR

Short Description: Sales/Check Up > No Current Opportunity

Create Date: 4/23/2003 10:57:08 AM

Remarks:

4/23/2003 10:57:08 AM khill

called keth to intro self as rep left a message

Assigned To: khill

Caller's Name: keth

Short Description: Explain Current Product/Service > Exchange

Create Date: 11/26/2002 12:29:33 PM

Remarks:

11/26/2002 12:29:33 PM ijackson

gave client all numbers being billed for by cell

Assigned To: ijackson

Caller's Name: KETH UNGAR

ChoiceOne

Communications

1 Gojo Plaza Suite 100
Akron, OH 44311

330.762.3000 Phone
330.379.2202 Fax

Order Desk Fax Coversheet / Check Sheet

Salesperson:

Stephen Kale

Number of pages including cover sheet

17

Salesperson
✓
✓
✓
✓
✓

Admin
✓
✓
✓

Check Sheet

Electronic Cover Sheet

Original Signed Agreement

Local Bill Copy

Long Distance Bill Copy

*Resporg.


**800 Bill Copy

***Contract Acknowledgement Form

Customer Name: Center for Natural Medicine

IMAN # 834066.02

Comments:

 Services Summary & Sales Order Coversheet																																																	
1. Client Name Center for Natural Medicine 2. Client Billing Tel# 330-845-6778 3. Client e-mail Address 4. Client appointment date 5. Client appointment time																																																	
6. Documents sent with sales order: <input checked="" type="checkbox"/> Service Agreement <input type="checkbox"/> ICB <input type="checkbox"/> ISP Transfer Letter <input type="checkbox"/> ChoiceXchange Frm <input type="checkbox"/> InterNet LOA <input type="checkbox"/> Distance Map <input type="checkbox"/> ChoiceOnePlus <input type="checkbox"/> Number Resrv Confm <input type="checkbox"/> Resp Org <input type="checkbox"/> ChoicePath <input type="checkbox"/> Tax Exempt Docs <input type="checkbox"/> CSR <input type="checkbox"/> Directory Pages <input type="checkbox"/> Current Bill Copy 7. Total pages sent 8. Total number of T-1s ordered																																																	
Salesperson-Billing System Kale, Stephen A 5361 Agent Manager ID Salesperson-SOT Kale, Stephen A 5361 Agency (PBP) Sales Office Akron Agent ID Referral Agent																																																	
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ChoiceNetJet	0.00	85.00	1																																														
DSO																																																	
1. Is this a CLEC to CLEC Conversion? <input type="checkbox"/> Yes If yes, name of CLEC: 2. Does client currently have DSL? <input type="checkbox"/> Yes If yes, name of provider: 3. Does client require hunting? <input checked="" type="checkbox"/> Yes 4. Does client require toll-free services? <input type="checkbox"/> Yes 5. Does client require calling cards? <input type="checkbox"/> Yes 6. Does client require fast forward numbers? <input type="checkbox"/> Yes 7. Does client require abbreviated dialing? <input type="checkbox"/> Yes 8. Does client require voice mail? <input checked="" type="checkbox"/> Yes 9. Is client converting all lines to CWON? <input checked="" type="checkbox"/> Yes 10. Does client require account codes? <input type="checkbox"/> Yes 11. Is client transferring any domain names? <input type="checkbox"/> Yes If yes, name of domain: 12. Is a ChoicePath order also being submitted for this client? <input type="checkbox"/> Yes 13. Does client require all orders out on same day? <input type="checkbox"/> Yes																																																	
Notes: Part 1, add 1. Tom Randall to submit data order.																																																	
<table border="1"> <tr> <td colspan="2"> 1. Order Type <input checked="" type="checkbox"/> New <input type="checkbox"/> Add <input type="checkbox"/> Move <input type="checkbox"/> VODSL </td> <td> 2. Collocation CVTPOH02 - Akron 533 Portage Lakes, Akron </td> <td> 3. Market AKRON </td> </tr> <tr> <td> 4. SOT # 834066.02 </td> <td> 5. TBS # </td> <td> 6. IManage # 834066 </td> <td> 7. SIC 00000 - Other </td> </tr> </table>		1. Order Type <input checked="" type="checkbox"/> New <input type="checkbox"/> Add <input type="checkbox"/> Move <input type="checkbox"/> VODSL		2. Collocation CVTPOH02 - Akron 533 Portage Lakes, Akron	3. Market AKRON	4. SOT # 834066.02	5. TBS #	6. IManage # 834066	7. SIC 00000 - Other																																								
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Application for Service, Letter of Agency, and Agreement Choice One / US Xchange

100 Chestnut Street, Suite 700 Rochester, NY 14604-2417
Client Services: 1-888-832-5801

Salesperson: Kale, Stephen A - 5351

A. Randall - 5344

Client Information

Client Billing Name: <u>Center for Natural Medicine</u>	Contact: <u>Dr Keith Unger</u>	Tel. #: <u>330-844-7246</u>
Billing Address: <u>2828 S Arlington Road</u>		
City: <u>AKRON</u>	County: <u>SUMMIT</u>	State: <u>OH</u> Zip: <u>44312</u>
Site Contact: <u>Dr Keith Unger</u>	Tel. #: <u>330-844-7246</u>	Billing Contact: <u>Dr Keith Unger</u>
Location Name: <u>Residence</u>		
Location Type: <input type="checkbox"/> Suite: <input type="checkbox"/> Floor: <input type="checkbox"/> Room: <input type="checkbox"/> Apt: <input type="checkbox"/>		
Street Address: <u>608 Goughier Road</u>		
City: <u>AKRON</u>	County: <u>SUMMIT</u> (44319)	State: <u>OH</u> Zip: <u>44319</u>
Ownership: <input checked="" type="checkbox"/> Corporation	State of Incorporation: <u>OH</u>	Federal ID #: <u>34-1928706</u>
<input type="checkbox"/> Sole Proprietor	Proprietor's Name: _____	Social Security #: _____
<input type="checkbox"/> Partnership	Name of Partner 1: _____	Social Security #: _____
	Name of Partner 2: _____	Social Security #: _____
	Name of Partner 3: _____	Social Security #: _____

Local, IntraLATA, IntraState, Interstate, and Data Services & Products (only selected as checked)

<input checked="" type="checkbox"/> ChoiceXchange - Local Dial Tone	<input type="checkbox"/> ChoiceOnePlus - Calling Card
<input type="checkbox"/> ChoicePath - T-1/DSO Voice and/or Data/Internet	<input checked="" type="checkbox"/> ChoiceNetJet - Digital Subscriber Line (DSL) Internet Access
<input checked="" type="checkbox"/> ChoiceOnePlus - 1 + Long Distance - Interstate	<input type="checkbox"/> ChoiceNetPath - Dedicated Internet Products
<input checked="" type="checkbox"/> ChoiceOnePlus - 1 + Long Distance - IntraLATA	<input type="checkbox"/> Web Hosting
<input type="checkbox"/> ChoiceOnePlus - "Toll-Free"	
<input type="checkbox"/> Modem Agreement Attached (required for DSL)	

Term of Agreement in Months: 60

Party to Agreement: As used in this Agreement, "Choice One" means the subsidiary or affiliate of Choice One Communications, Inc., as appropriate in the Client's state(s), to provide service to Client as a verified telecommunications entity, including US Xchange entities, which d.b.a. as Choice One and Choice One Communications in certain states. This Agreement incorporates by reference the Acceptable Use Policy ("AUP"), is controlled by the relevant state and federal tariffs, and incorporates regulations for interstate intraservice long distance published at www.choiceone.com.

Obligations of Choice One: This form constitutes an Application for Service, CPN form and notice, Letter of Agency, and, upon acceptance by Choice One, an Agreement between Client and Choice One. No Agreement shall be enforceable until accepted by Choice One. Choice One may, at its sole discretion, reject the application for service of any Client based on failure to comply with the application, insufficient, or unsatisfactory installation information or Client credit information, or may require a deposit from Client at any time.

Client Satisfaction Guarantee: Should the Client have a "quality of service problem" that Choice One is unable to resolve (defined as a major service outage), caused exclusively by Choice One, the Client may transfer back to its previous provider(s) (or other provider(s) if no prior provider(s)) at no charge from Choice One (paragraph D., under Client Initiated Early Termination below, will no longer apply). Choice One will pay only the carrier's reasonable and customary tariff charges for a standard conversion. Client agrees that all current and pending Choice One invoices must be satisfied prior to release and conversion. This guarantee does not apply to the speed or availability of DSL service to the Client or to web hosting services.

Price Guarantee: If Client agrees to a 12-month, or longer, term: 1) Choice One will not increase Client's basic tariffed monthly recurring service rates for the chosen service(s) during the term, and 2) should Choice One's tariffed monthly recurring rates for the chosen service(s) under the same term plan decrease during the term, the Client shall have the option of converting to a new Service Agreement of equal to or longer term duration than the original full term containing the new rate(s). This guarantee does not apply to web hosting services. If Client is in good standing under this Agreement and has no past due invoices (or DSL is with a new order), and Choice One cannot install DSL service as ordered, Choice One will waive DSL installation charges.

Client Initiated Early Termination: If Client has selected a Term of Agreement in Months, as noted above, Client agrees:

- to convert to Choice One for local, intraLATA/intraState/interstate/International LD, data, Internet, and/or other services, per this completed form and to be obligated for the quantity of services installed and any CPE (Client Premise Equipment) installed;
- that new/additional line service(s) requested by Client at the original location and locations added subsequent to the date below will be covered by this Agreement and the LOA, and have the same ending Term as this Agreement, if applicable;
- that changes in line quantities or usage volumes after activation will be covered by volume discounts and usage minimums/guarantees in applicable tariffs, and that should the Client cancel this Agreement after installation but prior to the end of any Term, to repay Choice One the difference between what the Client has paid in the current term's discounted rates per the Client's Service Agreement, and the same service(s) at rates for the nearest lesser completed term, plus: all waived non-recurring charges, promotional consideration, or equipment credits provided since the beginning of the Term; dedicated circuit term plan early termination penalties; any usage minimums; and the fee, if any, for failure to return CPE provided by Choice One.

ChoiceOne® Firewall Service: This service, where available, applies only to local calls among on-net Choice One clients. Local usage / toll charges may apply to other calls or calls over duration limits. Limits may apply to ISP calls. More terms and conditions are described in applicable tariffs.

KSU

Application for Service, Letter of Agency, and Agreement for Local, IntraLATA LD, Intrastate/Interstate/International LD and/or Other Services Continued

Severability, Waiver, and Disconnect for Violation of Laws or Tariffs In the event that any term or provision of this Agreement shall be declared invalid, illegal, or unenforceable, in any respect, by any court or regulatory agency of competent jurisdiction, such invalidity, illegality, or unenforceability shall not in any manner affect the validity or enforceability of any other term or provision of this Agreement. Failure by either party to enforce a provision of this Agreement shall not constitute subsequent waiver of such provision. **CHOICE ONE MAY DISCONNECT SERVICE IN ACCORDANCE WITH THE APPLICABLE TARIFF(S) OR BREACH OF THIS AGREEMENT** (e.g., under court order, for non-payment, illegal use of service, violation of Federal/State/Local laws, the AUP, and violation of FCC/PUC rules). The Client agrees that there have been no representations other than those expressly set forth herein or by written signed amendment as allowed.

Payment Obligations, Termination Prior to Installation, Alteration, Billing, and Ending Date of Agreement

- The Client is responsible for timely payment of all charges for the services and quantities ordered, installed, or used (per contract or tariff, as applicable), EUL, PICC, taxes, fees, minimum usage fees, and charges for services furnished to the Client. For orders cancelled prior to installation, the Client must pay: 1-month minimum billing, plus applicable one-time charges, set up fees, waived non-recurring charges, promotional consideration, subsidy consideration, and equipment credits provided; any fee assessed for a failure to return leased equipment; any minimum usage fees; and dedicated circuit term plan penalties applied to Choice One. There are no fees for services not installed due to technical limitations or by decision of Choice One. **SERVICE AGREEMENT AMENDMENTS OR WAIVERS ARE VALID ONLY IF AUTHORIZED, WRITTEN, AND SIGNED BY BOTH A CURRENT CHOICE ONE VICE PRESIDENT AND THE CLIENT.**
- Local services are billed pro-rata from the start of service to the end of the current billing period and for one additional billing period in advance.
- All past due invoices are subject to interest at the rate of 1.5% per month or the highest rate allowed by law, if lower.
- Choice One must receive written notice of any dispute within thirty (30) days, or other period as required by applicable tariff, after the invoice date or such invoice shall be deemed correct and binding.
- Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Choice One in the collection of any and all breach of contract actions, bankruptcy (any form), and past due amounts. A fee, as allowed by law or tariff, may be charged for each check returned for insufficient funds.
- The Ending Date of this Agreement shall be the date of the Client's first invoice advanced by the number of months noted in the Term on page 1. Except where prohibited by law, on the Ending Date, this Service Agreement will automatically renew for a new Term equal to the prior Term unless Client returns as declined the renewal notice sent between 60 and 30 days prior to the Ending Date. Appropriate then-current tariff recurring term rates will apply upon any renewal, and month-to-month tariff rates will apply to services used after the end of any term that is not renewed as a term agreement by the Client.

Assignment Client may not assign its rights or obligations under this Agreement without the prior express written consent of Choice One. Any attempted assignment, or attempted change of control or sale of Client's equity or assets (including but not limited to a sale of or lease assignment for the service location(s) of the Client) will automatically terminate this Agreement and all sums due hereunder shall be immediately due and payable. Assignee shall have no rights to the telephone numbers used by Client. Choice One may assign the Service Agreement at any time without prior notice.

Liability Choice One's liability to the Client and to third parties for any and all causes of action is set forth in Choice One's applicable state and federal tariffs, and the AUP, and these shall govern in all cases and are incorporated herein by reference. For all interstate domestic interexchange services, Choice One and Client adopt herein all of the rate and service provisions in the applicable interexchange tariff(s) and/or documents published at www.choiceone.com. No agent or employee of any other carrier shall be deemed to be either for Choice One. Client agrees that Choice One may contact Client via email for service and marketing notifications (e.g., service initiation, product, service, and marketing information). The Client or user will hold Choice One, its officers, directors, employees, and agents harmless from any liability (including, but not limited to, errors in content, information, or viruses) arising from Choice One's communication with the Client via e-mail or the Internet.

Governing Law and Venue This Agreement shall be construed and governed by the laws of the State of New York, excluding its laws concerning conflict of laws. The parties consent to the exclusive personal jurisdiction and venue of the New York Federal and/or State Courts. Any action arising under the Agreement shall be brought in a Federal or State Court located in Monroe County, New York.

I warrant that I have the legal authority to bind the undersigned to this Agreement and that I am free of any third-party obligation preventing me from authorizing, Choice One Communications Inc., and/or its subsidiaries and/or authorized agents (collectively "Choice One") to act as my agent for the purpose of TAKING ANY AND ALL ACTIONS REQUIRED (including the removal of any account protection / freezes) required to implement the LOCAL, DATA, INTERNET, INTRALATA LD, INTRASTATE LD, INTERSTATE / INTERNATIONAL LD, and/or other services described herein (and all future incremental services of the same type(s)), for all my physical service and billing locations as noted on this form, or added by me later, including changing my primary long distance carrier(s) and/or my local exchange carrier(s) to Choice One from my current carrier(s). Notwithstanding any agency rule or law to the contrary, this Letter of Agency is valid until revoked by me in writing or by a subsequent valid authorization. I authorize Choice One to notify all appropriate parties, including my current local and/or long distance telephone company(ies), of this decision, and to make the necessary changes for my current and future services without further permission.

I direct my chosen IntraLATA and/or Intrastate/Interstate/International long distance company(ies), if not Choice One, to comply with Choice One's current applicable access tariff(s). Choice One may obtain any records from my local, data, Internet, IntraLATA long distance, and/or Intrastate/Interstate/International long distance phone company(ies) necessary to provide these services. I understand that I may choose only one carrier per telephone number for IntraLATA/Interstate/International services and, in some states, up to one more carrier per line for IntraLATA services. I may be charged a tariffed fee for changing my long distance and/or local phone company(ies), and I understand that I may inquire of Choice One what fees will apply, if any, to these changes. I authorize Choice One and/or its authorized agents to make any and all inquiries necessary for the purpose of obtaining credit information.

I hereby indemnify and hold harmless Choice One, its employees, and agents, from any liability resulting from any credit inquiry, numbering issue, directory listing issue, delay of service issue, loss of business demand, CPNI issue, or liability to me or any third-party for any pre-existing contract (including any minimum payment or usage agreement, or any Centrex or Centrox-like agreement) or obligation I may have regarding my local, data, Internet, IntraLATA long distance, and/or Intrastate/Interstate/International long distance services. I agree that I have no property rights to any telephone numbers assigned to me. I agree that all calling cards ordered hereunder have a \$75.00 per card per month limit, unless I agree to and qualify for a different credit limit.

Company Name: Center for Natural Medicine

Authorized Signature: [Signature]

Title: PRESIDENT

Authorized By (Print): KEITH S. LANGRISH

Date: 6/26/02

DATA SERVICES (applicable if ordered on page 1)

IP Addresses IP addresses are not portable and not assigned for independent administration or distribution. Client understands that IP assignments are not guaranteed and may be modified as required by Choice One and/or the American Registry for Internet Numbers (ARIN).

Acceptable Use Policy Use of the Choice One's network for Internet access and activity on the Internet must comply with the then-current version of the Choice One Acceptable Use Policy ("AUP") which is made a part of this Agreement and is available at the following URL: www.choiceone.com/aup.html, and may change at any time.

E-Mail (CLIENT ACKNOWLEDGEMENT REQUIRED) (Client Initials). By initialing here, Client IS NOT ordering e-mail services at this time, and understands that Client may order e-mail services at any time hereafter, however by delaying an order, Client understands e-mail services will be DELAYED for a minimum of two weeks after an access line is installed.

Domain Names Choice One shall, upon request by Client, perform an availability search, reserve and register Client's desired Domain Name with an accredited Domain Name registration entity. Client will be billed directly by the vendor for registration fees. Choice One does not guarantee that Client will be assigned its desired name, and Choice One is not responsible for any Domain Name that has been issued to any other entity. Client warrants that either Client is the owner of, or is duly authorized by the owner to use, any trademark or name requested or allocated as its Domain Name. Client further warrants that neither Client's nor Choice One's use or registration of Client's Domain Name constitutes infringement of any other entity's Intellectual Property Rights. Choice One shall not undertake to resolve any disputes or litigation on Client's behalf involving Domain Name registration, and Client agrees that it shall indemnify, hold harmless, and defend Choice One against any disputes involving Domain Name use or registration. Client shall be deemed the author and owner of Client's Domain Name and its attendant intellectual rights.

Inside Wiring (CLIENT ACKNOWLEDGEMENT REQUIRED) For data services only, Client (circle one) requests ☒ declines Choice One services at prevailing rates to install inside wire necessary to turn up the selected service(s), where the installation of inside wire requires no more than 200-feet of wire within Client premises and, in the sole discretion of Choice One, does not require a complex wiring solution ("Complex Wiring"). Client agrees that Choice One is not required to provide Complex Wiring under this Agreement.

THE CPE EQUIPMENT SERVICES PROVIDED BY CHOICE ONE ARE PROVIDED "AS IS." CHOICE ONE MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR ANY WARRANTY REGARDING THE RELIABILITY OR SUITABILITY FOR A PARTICULAR PURPOSE OF ITS SERVICES. ALL WARRANTY PROVISIONS IN CHOICE ONE'S CURRENT TARIFFS AND THE AUP APPLY. CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT CHOICE ONE EXERCISES NO CONTROL OVER THE NATURE, CONTENT OR RELIABILITY OF THE INFORMATION RESIDING ON OR PASSING THROUGH ITS NETWORK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CHOICE ONE, ITS DEALERS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY AND CLIENT MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. CHOICE ONE MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, REGARDING THE QUALITY, ACCURACY OR VALIDITY OF THE INFORMATION AND/OR DATA RESIDING ON OR PASSING THROUGH ANY NETWORK. USE OF ANY INFORMATION OBTAINED FROM OR THROUGH SERVICES PROVIDED BY CHOICE ONE WILL BE AT CLIENT'S OWN RISK.

CLIENT ACKNOWLEDGES THAT CHOICE ONE IS NOT LIABLE FOR ANY ERRORS OR INTERRUPTION IN THE SERVICES, WHETHER WITHIN OR OUTSIDE THE CONTROL OF CHOICE ONE. UNDER NO CIRCUMSTANCES SHALL THE CLIENT HOLD CHOICE ONE RESPONSIBLE FOR ANY FORM OF DAMAGES OR LOSSES (INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSSES) SUFFERED FROM, BUT NOT LIMITED TO ERRORS, DELAYS, LOSS OF INFORMATION, OR INTERRUPTIONS IN SERVICE CAUSED BY CLIENT, CHOICE ONE, OR A THIRD PARTY'S NEGLIGENCE, FAULT, MISCONDUCT OR FAILURE TO PERFORM OR FROM ANY FAULT, FAILURE, DEFECT OR DEFICIENCY IN ANY SERVICE, LABOR, MATERIAL WORK OR PRODUCT FURNISHED IN CONNECTION WITH THESE SERVICES. CLIENT UNDERSTANDS THAT TELECOMMUNICATION AND/OR NETWORK ACCESS SERVICES MAY BE TEMPORARILY UNAVAILABLE FOR SCHEDULED OR UNSCHEDULED MAINTENANCE AND FOR OTHER REASONS WITHIN AND OUTSIDE OF THE DIRECT CONTROL OF CHOICE ONE.

UNDER NO CIRCUMSTANCES DO ANY SUCH ERRORS, DELAYS, INTERRUPTIONS IN SERVICES OR LOSS OF INFORMATION NULLIFY OR MODIFY THESE TERMS AND CONDITIONS. CHOICE ONE IS NOT RESPONSIBLE FOR ANY DAMAGES OF ANY KIND CLAIMED AS A RESULT OF ERRORS OR OMISSIONS OF DIRECTORY LISTINGS OR ADVERTISING OF ANY KIND. THE CLIENT AND CHOICE ONE AGREE TO BE BOUND BY AND COMPLY WITH ALL REGULATIONS, POLICIES, LAWS AND BACKBONE CARRIER REGULATIONS RELATING TO INTERNET SERVICES, INCLUDING BUT NOT LIMITED TO, ACCESS BY MINORS, BULK EMAIL, SPAM, CONTENT, AND OBSCENITY, AND CHOICE ONE'S THEN CURRENT AUP.

Original and Annual Notice for CPNI (applies to all services)

This constitutes an ORIGINAL and ANNUAL NOTICE of Client's rights concerning Client Proprietary Network Information (CPNI). CPNI is commonly called the "Client record" and includes the Client's service(s) selection(s), any demographic information gathered, optional features the Client has ordered, and usage data for services. CPNI does not include a Client's name and address. CPNI is protected under Federal law and/or regulations. Choice One has an obligation to protect the confidentiality of CPNI, and the Client has rights regarding the use and confidentiality of CPNI. By signing this form, Client is authorizing Choice One to have access to Client's CPNI to enhance Choice One's ability to offer products and services tailored to the Client's needs, and to offer the broadest range of services to Clients while protecting Client's CPNI rights. Client may disapprove Choice One's use(s) of CPNI at any time by written notification to Choice One at 100 Chestnut Street, Suite 600, Rochester, NY 14604-2421. Withdrawal by Client will not affect the provision, management, or quality of service(s) Client receives from Choice One.

Acceptance of CPNI Rights and Permission for Choice One to Exercise CPNI Obligations

I hereby acknowledge that I have the legal authority to and do hereby authorize Choice One Communications, Inc. and/or its employees, subsidiaries, including US Xchange Inc. and its subsidiaries, and authorized agents (collectively "Choice One") to record, maintain, modify, use, and/or exchange my CPNI, as defined under federal or state law or regulation, to install and manage my telecommunications services, as I have previously directed Choice One on a Letter of Agency and Service Agreement. I also authorize Choice One to use my CPNI to determine if additional local, long distance, data, Client premise equipment, Internet, wireless, and/or other services would be of benefit to me and to present same for my review.

I understand that allowing Choice One to make such services available to me may enhance the benefit(s) of my existing service(s) and enhance Choice One's ability to offer products and services tailored to my needs. I understand that I am under no obligation regarding such new services presented to me, unless I agree to accept them. I acknowledge that I understand my rights and obligations as contained in this Notice and Agreement, and hereby indemnify and hold harmless Choice One from any and all liability resulting from Choice One's actions regarding my CPNI or Client records.

Company Name: Center for Natural Medicine

Authorized Signature: [Signature]

Title: PROS/DOCT

Authorized By (Print): KEITH S. UNKAP

Date: 6/26/02

Web Site Development and Hosting (applicable if ordered on page 1)**Web Site Hosting (CLIENT ACKNOWLEDGEMENT REQUIRED)**

(Write "YES" if selected, "NO" if not) NO Client agrees to have Choice One host a Web site for the Client on servers provided by Choice One and made accessible to Internet/ Web users worldwide. The Client will provide all the necessary information for Choice One to host the web site. Limitations on the complexity, sophistication of design and content, and traffic management to and from the Web site apply. The client agrees to pay all appropriate hosting fees upon the earlier of: A) the client's approval of the Web site, or B) thirty (30) days after signing this Service Agreement. Additional maintenance and changes to the Web site will be billed at the then current rates for post design work.

Client warrants that, if the Web site supplied to Choice One, either Client is the owner of, or is duly authorized by the owner to use, any and all information, graphics, pictures, textual descriptions, servicemarks, trademarks, or other intellectual property, and any and all other information of any type on the Web site. Client further warrants that neither Client's nor Choice One's use constitutes infringement of any other entity's Intellectual Property Rights. Client agrees that it shall indemnify, hold harmless, and defend Choice One against any disputes involving such information, intellectual property, and the Web site itself.

ChoiceNetJet DSL Modem / T-1 CPE Agreement (applicable if ordered on page 1)

Application: Client agrees that the DSL Modem/ T-1 CPE (collectively "CPE") described herein will be used by Client at its service address and only in association with the service(s) provided to Client by Choice One under the terms and conditions of the Service Agreement which is attached hereto. Client shall have the use of such CPE during the initial term, any renewal term, or until cancellation or termination of the associated Service Agreement, whichever is earlier.

Terms of CPE Usage: Client shall not be required to compensate Choice One for the use of the CPE during the term of this Service Agreement, except as noted herein. For a DSL Modem, should Client (a) cancel or terminate this Service Agreement within one year after the effective date of the initial term of this Agreement, for reasons other than the Quality of Service Guarantee provision of this Agreement or (b) fail to return the DSL Modem as set forth herein, Client shall be required to pay Choice One the amount of Three Hundred Fifty Dollars and No Cents (\$350.00) per DSL Modem. To avoid this charge, the DSL Modem must be returned to a Choice One office within 30-days of termination of DSL service.

A Recovery Fee of \$1,800.00 will apply per CPE unit (except for DSL Modems) that is not recovered by Choice One. To avoid this charge, Choice One must retrieve the CPE, or it must be returned in good working order to a Choice One office within 30-days of termination of the service supported by the CPE. Client shall at all times permit and cause its landlord to permit full and complete access upon demand to the CPE for any purpose, including, but not limited to removal, by Choice One or its authorized agents. Client agrees to pay Choice One a one-time charge in the event Client requests and receives an upgrade to the CPE prior to the expiration of this Service Agreement.

Client agrees to return a DSL Modem to the local Choice One sales office, in good condition (subject to reasonable wear and tear) within thirty (30) days following: (a) the expiration of an initial or renewal term of this Service Agreement, (b) cancellation pursuant to the Quality of Service Guarantee provision in this Service Agreement, or (c) termination or cancellation of this Service Agreement prior to its termination date. Client is required to reimburse Choice One the amount set forth herein, for a failure to return the DSL Modem as set forth in this Section. Client is required to reimburse Choice One for any loss of, or damage to, any CPE while on Client's premises, including but not limited to, loss or damage caused by its landlord (or its agents), agents, employees or independent contractors of Client through any negligence, or willful misconduct, or loss due to theft, fire, or other similar event.

Neither Client, nor its landlord or any third party, shall obtain, nor shall any such party assert, any property right, lien, or any other interest in any CPE furnished by Choice One. All right, title and interest to such CPE remains, at all times, solely with Choice One. Client shall be responsible for, and all costs associated with, providing space on its premises and/or electrical power for any CPE.

Limitation of Liability: Any defective CPE shall be replaced or repaired by Choice One without cost to Client; provided, however, that such defect was not caused by the negligence or willful misconduct of Client, or for any reason by a third party. Choice One is not liable for any defacement of or damage to the premises of Client, authorized joint user, or landlord resulting from the furnishing of or access to any CPE on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of Choice One.

Ksu

**CENTER FOR NATURAL MEDICINE**

2828 S. Arlington Rd.
Akron, OH 44312
330-644-7246

FAX COVER SHEET

The documents accompanying this transmission contain confidential health information that is legally privileged. This information is intended only for the use of the individual or entity named above. The authorized recipient of this information is prohibited from disclosing this information to any other party unless required to do so by law or regulation and is required to destroy the information after its stated need has been fulfilled.

If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or action taken in reliance on the contents of these documents is strictly prohibited. If you have received this information in error, please notify the sender immediately and arrange for the return or destruction of these documents.

To: Andy Lagan From: Dr. Unger
Fax: 1-866-454-1226 Page(s) (Including Cover) 4
Phone: _____ Date: _____
Re: _____ CC: _____

Additional Comments:

OCT. 30. 2006 3:02PM CHOICE ONE

NO. 434 P. 1



100 Chestnut Street, Suite 700
Rochester, New York 14604
Main Phone Number: (866)307-1226
Main Fax Number (866)434-1226 or (585)530-2878
Andrew Fagan (866) 307-1226 x 4180

Fax

Date: 10-19-06 Pages (including cover page): _____

To: Dr. Hagan

Company: _____

Fax Number: 330-644-9292

Phone Number: _____

From: A. Fagan C: _____

Re: _____

LOA with new numbers & Existing
numbers.

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

OCT. 30. 2006 3:02PM CHOICE ONE

NO. 434 P. 2



**Loyalty has its rewards.
Here's how to get yours.**

Loyalty Bonus Account Renewal Form**Extend Your Service For:**

- 12 months and get 1 Month FREE
- 36 months and get 4 months FREE
- 60 months and get 6 months FREE

Hurry, Loyalty Bonus contract renewal offer ends October 30th, 2006

YES, I would like a Choice One Client Loyalty Bonus. Please renew my Choice One services at the location(s) listed below according to the terms and conditions included in this offer (refer to the following pages for complete terms and conditions).

Please initial your renewal term below.

- ☐ SIX MONTHS FREE (with 60 months of extended service and savings)
☐ FOUR MONTHS FREE (with 36 months of extended service and savings)
☒ ONE MONTH FREE (with 12 months of extended service and savings)

CENTER FOR NATURAL MEDICINE
Business Name

x 
Authorized signature

2219432
Account Number

330-544-7246
Phone Number

10/6/2006
Date

2828 S ARLINGTON RD
Akron, Ohio 44312
Service Location 1

608 Gougher Rd
Akron, Ohio 44319
Service Location 2

Service Location 3

Loyalty Bonus credits will be applied to monthly line recurring charges only (flat rate clients will receive 1/2 off their flat rate for the applicable months), and will be applied as follows; for a 60-month extension, in months 13, 25, 30, 37, 49 and upon completion of the 60-month extension; for a 36-month extension, in months 13, 25, 30 and upon completion of the 36-month extension; for a 12-month extension upon completion of the 12-month extension.

Once you have initialed the renewal term above and signed this renewal agreement, please fax or mail back the form to:

Attention: Andrew Fagan
Phone: 866-307-1226x4180

Mailing Address: 100 Chestnut St
Rochester, NY 14604
Fax Number: 866-454-1226

OCT. 30. 2006 3:04PM CHOICE ONE

NO. 434 P. 5

LETTER OF AGENCY

1. Subscriber's billing name:

Center for Natural Medicine

2. Subscriber's billing address:

2028 S. Arlington Rd Phoenix, AZ 85012

3. Back telephone number to be covered by the preferred carrier change order (list all numbers):

330-724-5521, 330-896-8500,Existing Numbers: 330-245-1729, 330-475-0045, 330-475-0052, 330-644-1440,

4. By submitting this LOA, I:

330-644-7244, 330-644-7288, 330-644-9292, 330-645-7200,
330-645-7000

- A. authorize Choice One Communications Inc. and/or its subsidiaries and/or authorized agents (collectively "Choice One") to act as my agent for the purpose of taking all actions hereunder in connection with my preferred carrier change;
- B. warrant that I am free of any third-party obligation preventing me from doing so, and that I have the legal authority to execute this LOA;
- C. desire to make Choice One my preferred carrier;
- D. understand that only one carrier may be designated as my interstate or intraLATA preferred interexchange carrier for any one telephone number;
- E. understand that Choice One, my preferred carrier, will be the carrier directly setting my rates;
- F. authorize Choice One to notify all appropriate parties, including my current local and/or long distance telephone company(ies), of this decision and to make the necessary changes for my current and future services without further permission;
- G. direct my chosen intraLATA and/or intrastate/interstate/international long distance company(ies), if not Choice One, to comply with Choice One's current applicable access tariff(s). Choice One may obtain any records from my local, data, Internet, intraLATA long distance, and/or intrastate/interstate/international long distance phone company(ies) necessary to provide these services;
- H. may be charged a tariffed fee for changing my long distance and/or local phone company(ies), and I understand that I may inquire of Choice One what fees, if any, will apply to these changes;
- I. authorize Choice One and/or its authorized agents to make any and all inquiries necessary for the purpose of obtaining credit information.

Client Name:

KATH S. Unruh

Client Authorized Signature:

[Signature]

Print Name & Title:

KATH S. Unruh Pres

From: Morey, Theresa
Sent: Thursday, July 24, 2008 4:36 PM
To: 'ContactThePUCO@puc.state.oh.us'
Subject: Center for Natural Medicine Case: TSKI072408OI

Attachments: Center for Natural Medicine.pdf

One Communications reviewed this case and offers the following information:

Attached is a signed service agreement for this account to transition to One Communications, at that time called Choice One Communications.

The Agreement is signed by a Keith Unger who has listed himself as the President of the corporation. Our records indicate that he is the contact on the account.

Please contact me should you require additional information.

please reference previous case # WGAN032708LV which was regarding this account as well.

Thank you

Theresa Morey
Service Analyst
One Communications
315.701.4511 direct
585.278.1702 fax

From: ContactThePUCO@puc.state.oh.us [mailto:ContactThePUCO@puc.state.oh.us]
Sent: Monday, March 31, 2008 12:59 PM
To: Inquiry
Subject: Initial Complaint. Case: WGAN032708LV

PUBLIC UTILITIES COMMISSION OF OHIO

Initial Submission of a Consumer Complaint
Please respond within 10 business days

CUSTOMER: William Gandee
COMPANY:
ADDRESS: 3577 S Arlington

Akron, OH 44312

SERVICE ADDRESS: 3577 S Arlington, Akron OH, 44312, Summit
CASE ID: WGAN032708LV
AIQ:

NIQ: (330) 724-5521
CBR: (330) 807-1166

DESCRIPTION OF ISSUE/CONCERN:

He Theresa.....thanks for confirming this is a customer of One Communications. Here is the information I was supplied, and hopefully I can explain it right.

Mr. Gandee alleges he had the number for 30 years and it was in his name. He had it through ATT. He recently learned that One Communications became the provider of it in February of 2007. He said that another doctor in the building, last name Unger, switched it to One Communications without his authorization. Is there anyway you can determine who actually called and set this account up? TPV?

I'd appreciate any information you can provide!

Stephen Watson
Compliance Investigator
Investigation and Audit Division

614-995-2008 Fax

OCT. 30, 2006 3:04PM CHOICE ONE

NO. 434 P. 5

LETTER OF AGENCY

1. Subscriber's billing name:

Center for Natural Medicine

2. Subscriber's billing address:

2020 S. Arlington Rd. Phoenix, AZ 85012

3. Each telephone number to be covered by the preferred carrier change order (list all numbers):

330-724-5521, 330-896-8500,Existing Numbers: 330-245-1729, 330-475-0065, 330-475-0052, 330-644-1448,

4. By submitting this LOA, I:

330-644-7244, 330-644-9288, 330-644-9292, 330-645-3200,
330-645-7000

- A. authorize Choice One Communications Inc. and/or its subsidiaries and/or authorized agents (collectively "Choice One") to act as my agent for the purpose of taking all actions hereunder in connection with my preferred carrier change;
- B. warrant that I am free of any third-party obligation preventing me from doing so, and that I have the legal authority to execute this LOA;
- C. desire to make Choice One my preferred carrier;
- D. understand that only one carrier may be designated as my interstate or interLATA preferred interexchange carrier for any one telephone number;
- E. understand that Choice One, my preferred carrier, will be the carrier directly setting my rates;
- F. authorize Choice One to notify all appropriate parties, including my current local and/or long distance telephone company(ies), of this decision and to make the necessary changes for my current and future services without further permission;
- G. direct my chosen intraLATA and/or intrastate/interstate/international long distance company(ies), if not Choice One, to comply with Choice One's current applicable access tariff(s). Choice One may obtain any records from my local, data, Internet, intraLATA long distance, and/or intrastate/interstate/international long distance phone company(ies) necessary to provide these services;
- H. may be charged a tariffed fee for changing my long distance and/or local phone company(ies), and I understand that I may inquire of Choice One what fees, if any, will apply to these changes;
- I. authorize Choice One and/or its authorized agents to make any and all inquiries necessary for the purpose of obtaining credit information.

Client Name:

Kenn S. Unwin

Client Authorized Signature:

[Signature]

Print Name & Title:

Kenn S. Unwin Pres

ChoiceOne

Communications

1 Gojo Plaza Suite 100
Akron, OH 44311

330.752.3000 Phone
330.379.2202 Fax

Order Desk Fax Coversheet / Check Sheet

Salesperson: Stephen Kale

Number of pages including cover sheet: 7

Salesperson	Admin
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Check Sheet

Electronic Cover Sheet

Original Signed Agreement

Local Bill Copy

Long Distance Bill Copy

*Resporg

**800 Bill Copy

***Contract Acknowledgement Form

Customer Name: Center for Natural Medicine

IMAN # 834066

Comments:

V1.1

Voice Order Desk

EXHIBIT

1



Services Summary & Sales Order Coversheet

1. Client Name	Center for Natural Medicine	6. Documents sent with sales order:
2. Client Billing Tel#	330-844-7248	<input checked="" type="checkbox"/> Service Agreement <input type="checkbox"/> IGB <input type="checkbox"/> ISP Transfer Letter
3. Client e-mail Address		<input type="checkbox"/> ChoiceXchange Firm <input type="checkbox"/> InterNc LOA <input type="checkbox"/> Distance Map
4. Client appointment date		<input type="checkbox"/> ChoiceOnePlus <input type="checkbox"/> Number Resrv Crim <input type="checkbox"/> Resp Org
5. Client appointment time		<input type="checkbox"/> ChoicePath <input type="checkbox"/> Tax Exempt Docs <input type="checkbox"/> CSR
		<input type="checkbox"/> Directory Pages <input type="checkbox"/> Current Bill Copy
		7. Total pages sent
		8. Total number of T-1s ordered

Salesperson-Billing System	Kale, Stephen A	5361	Agent Manager ID	
Salesperson-SOT	Kale, Stephen A	5361	Agency (PBP)	
Sales Office	Akron		Agent ID	
			Referral Agent	

ChoicePath				Web Hosting			
ChoiceXchange	0.00	110.00	9	NAT			
ChoiceOnePlus	0.00	50.00	9	Firewall			
Voicemail	0.00	10.00	1	VPN			
ChoiceNetJet	0.00	172.00	1				
D&S							

1. Is this a CLEC to CLEC Conversion? <input type="checkbox"/> Yes	8. Does client require voice mail? <input checked="" type="checkbox"/> Yes
If yes, name of CLEC:	9. Is client converting all lines to CWON? <input checked="" type="checkbox"/> Yes
2. Does client currently have DSL? <input type="checkbox"/> Yes	10. Does client require account codes? <input type="checkbox"/> Yes
If yes, name of provider:	11. Is client transferring any domain names? <input type="checkbox"/> Yes
3. Does client require hunting? <input checked="" type="checkbox"/> Yes	If yes, name of domain:
4. Does client require toll-free services? <input type="checkbox"/> Yes	12. Is a ChoicePath order also being submitted for this client? <input type="checkbox"/> Yes
5. Does client require calling cards? <input type="checkbox"/> Yes	13. Does client require all orders cut on same day? <input type="checkbox"/> Yes
6. Does client require fast forward numbers? <input type="checkbox"/> Yes	
7. Does client require abbreviated dialing? <input type="checkbox"/> Yes	

Notes: Keep hunt group exactly the same. Port 7 lines, add 2 new (keep out of hunt). Toni Randall to submit data order.

1. Order Type <input checked="" type="checkbox"/> New <input type="checkbox"/> Add <input type="checkbox"/> Move <input type="checkbox"/> VODSL	2. Collocation CVTPOH02 - Akron 533 Portage Lakes, Akron	3. Market AKRON
4. SOT # 834066.01	5. TBS #	6. IManage # 834066
		7. SIC 00000 - Other



Application for Service, Letter of Agency, and Agreement Choice One / US Xchange

100 Chestnut Street, Suite 700 Rochester, NY 14604-2417
Client Services: 1-888-632-5801

Salesperson: Kaje, Stephen A - 5361 / A. Randall - 5344

Client Information

Client Billing Name:	Center for Natural Medicine		Contact:	Dr Keith Ungar	Tel. #:	330-844-7246	
Billing Address:	2825 S Arlington Road						
City:	AKRON	County:	SUMMIT	State:	OH	Zip:	44312
Site Contact:	Dr Keith Ungar	Tel. #:	330-844-7246	Billing Contact:	Dr Keith Ungar		
Location Name:	Center for Natural Medicine						
Location Type:	<input type="checkbox"/> Suite:	<input type="checkbox"/> Floor:	<input type="checkbox"/> Room:	<input type="checkbox"/> Apt.:			
Street Address:	2825 S Arlington Road						
City:	AKRON	County:	SUMMIT (44312)	State:	OH	Zip:	44312
Ownership:	<input checked="" type="checkbox"/> Corporation	State of Incorporation:	OH	Federal ID #:	34-1928706		
<input type="checkbox"/> Sole Proprietor	Proprietor's Name:			Social Security #:			
<input type="checkbox"/> Partnership	Name of Partner 1:			Social Security #:			
	Name of Partner 2:			Social Security #:			
	Name of Partner 3:			Social Security #:			

Local, IntraLATA, Intrastate, Interstate, and Data Services & Products (only selected as checked)

- | | |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> ChoiceXchange - Local Dial Tone | <input checked="" type="checkbox"/> ChoiceOnePlus - Calling Card |
| <input type="checkbox"/> ChoicePath - T-1/DSO Voice and/or Data/Internet | <input checked="" type="checkbox"/> ChoiceNetNet - Digital Subscriber Line (DSL) Internet Access |
| <input checked="" type="checkbox"/> ChoiceOnePlus - 1 + Long Distance - Interlata | <input type="checkbox"/> ChoiceNetPath - Dedicated Internet Products |
| <input checked="" type="checkbox"/> ChoiceOnePlus - 1 + Long Distance - Intralata | <input type="checkbox"/> Web Hosting |
| <input type="checkbox"/> ChoiceOnePlus - "Toll-Free" | |
| <input type="checkbox"/> Modern Agreement Attached (required for DSL) | |

Term of Agreement in Months: 60

Party to Agreement. As used in this Agreement, "Choice One" means the subsidiary or affiliate of Choice One Communications, Inc., as appropriate in the Client's state(s), to provide service to Client as a certified telecommunications entity, including US Xchange entities, which d.b.a. as Choice One and Choice One Communications in certain states. This Agreement incorporates by reference the Acceptable Use Policy ("AUP"), is controlled by the relevant state and federal tariffs, and incorporates regulations for interstate interexchange long distance published at www.choiceone.com.

Obligations of Choice One. This form constitutes an Application for Service, CPNI form and notice, Letter of Agency, and, upon acceptance by Choice One, an Agreement between Client and Choice One. No Agreement shall be enforceable until accepted by Choice One. Choice One may, at its sole discretion, reject the application for service of any Client based on failure to comply with this application, insufficient, or unsatisfactory installation information or Client credit information, or may require a deposit from Client at any time.

Client Satisfaction Guarantee. Should the Client have a "quality of service problem" that Choice One is unable to resolve (defined as a major service outage), caused exclusively by Choice One, the Client may transfer back to its previous provider(s) (or other provider(s) if no prior provider(s)) at no charge from Choice One (paragraph D, under Client Initiated Early Termination below, will no longer apply). Choice One will pay only the carrier(s) reasonable and customary tariffed charges for a standard conversion. Client agrees that all current and pending Choice One invoices must be satisfied prior to release and conversion. This guarantee does not apply to the speed or availability of DSL service to the Client or to web hosting services.

Price Guarantee. If Client agrees to a 12-month, or longer, term: 1) Choice One will not increase Client's basic tariffed monthly recurring service rates for the chosen service(s) during the term, and 2) should Choice One's tariffed monthly recurring rates for the chosen service(s) under the same term plan decrease during the term, the Client shall have the option of converting to a new Service Agreement of equal to or longer term duration than the original full term containing the new rates(s). This guarantee does not apply to web hosting services. If Client is in good standing under this Agreement and has no past due invoices (or DSL is with a new order), and Choice One cannot install DSL service as ordered, Choice One will waive DSL installation charges.

Client Initiated Early Termination. If Client has selected a Term of Agreement in Months, as noted above, Client agrees:

- to convert to Choice One for local, intraLATA/intrastate/interstate/international LD, data, Internet, and/or other services, per this completed form and to be obligated for the quantity of services installed and any CPE (Client Premise Equipment) installed;
- that new/additional like service(s) requested by Client at the original location and locations added subsequent to the date below will be covered by this Agreement and the LOA, and have the same ending Term as this Agreement, if applicable;
- that changes in line quantities or usage volumes after activation will be covered by volume discounts and usage minimums/guarantees in applicable tariffs, and
- that should the Client cancel this Agreement after installation but prior to the end of any Term, to repay Choice One the difference between what the Client has paid at the current term's discounted rates per the Client's Service Agreement, and the same service(s) at rates for the nearest lesser completed term, plus: all waived non-recurring charges, promotional consideration, subsidy consideration, or equipment credits provided since the beginning of the Term; dedicated circuit term plan early termination penalties; any usage minimums; and the fee, if any, for failure to return CPE provided by Choice One.

ChoiceOne® Freeway Service. This service, where available, applies only to local calls among on-net Choice One clients. Local usage / toll charges may apply to other calls or calls over duration limits. Limits may apply to ISP calls. More terms and conditions are described in applicable tariffs.

Application for Service, Letter of Agency, and Agreement for Local, IntraLATA LD, Intrastate/Interstate/International LD and/or Other Services Continued

Severability, Waiver, and Disconnect for Violation of Laws or Tariffs. In the event that any term or provision of this Agreement shall be declared invalid, illegal, or unenforceable, in any respect, by any court or regulatory agency of competent jurisdiction, such invalidity, illegality, or unenforceability shall not in any manner affect the validity or enforceability of any other term or provision of this Agreement. Failure by either party to enforce a provision of this Agreement shall not constitute subsequent waiver of such provision. CHOICE ONE MAY DISCONNECT SERVICE IN ACCORDANCE WITH THE APPLICABLE TARIFF(S) OR BREACH OF THIS AGREEMENT (e.g., under court order, for non-payment, illegal use of service, violation of Federal/State/Local laws, the AUP, and violation of FCC/FCC rules). The Client agrees that there have been no representations other than those expressly set forth herein or by written signed amendment as allowed.

Payment Obligations, Termination Prior to Installation, Alteration, Billing, and Ending Date of Agreement

- The Client is responsible for timely payment of all charges for the services and quantities ordered, installed, or used (per contract or tariff, as applicable), EUCI, PICC, taxes, fees, minimum usage fees, and charges for services furnished to the Client. For orders cancelled prior to installation, the Client must pay: 1-month minimum billing, plus applicable one-time charges, set up fees, waived non-recurring charges, promotional consideration, subsidy consideration, and equipment credits provided; any fee assessed for a failure to return leased equipment; any minimum usage fees; and dedicated circuit term plan penalties applied to Choice One. There are no fees for services not installed due to technical limitations or by decision of Choice One. SERVICE AGREEMENT AMENDMENTS OR WAIVERS ARE VALID ONLY IF AUTHORIZED, WRITTEN, AND SIGNED BY BOTH A CURRENT CHOICE ONE VICE PRESIDENT AND THE CLIENT.
- Local services are billed pro-rata from the start of service to the end of the current billing period and for one additional billing period in advance.
- All past due invoice amounts are subject to interest at the rate of 1.5% per month or the highest rate allowed by law, if lower.
- Choice One must receive written notice of any dispute within thirty (30) days, or other period as required by applicable tariff, after the invoice date, or such invoice shall be deemed correct and binding.
- Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Choice One in the collection of any and all breach of contract actions, bankruptcy (any form), and past due amounts. A fee, as allowed by law or tariff, may be charged for each check returned for insufficient funds.
- The Ending Date of this Agreement shall be the date of the Client's first invoice advanced by the number of months noted in the Term on page 1. Except where prohibited by law, on the Ending Date, this Service Agreement will automatically renew for a new Term equal to the prior Term unless Client returns its declined the renewal notice sent between 60 and 30 days prior to the Ending Date. Appropriate then-current tariffed recurring rates will apply upon any renewal, and month-to-month tariffed rates will apply to services used after the end of any term that is not renewed as a term agreement by the Client.

Assignment. Client may not assign its rights or obligations under this Agreement without the prior express written consent of Choice One. Any attempted assignment, or attempted change of control or sale of Client's equity or assets (including but not limited to a sale of or lease assignment for the service location (s) of the Client) will automatically terminate this Agreement and all sums due hereunder shall be immediately due and payable. Assignee shall have no rights to the telephone numbers used by Client. Choice One may assign the Service Agreement at any time without prior notice.

Liability. Choice One's liability to the Client and to third parties for any and all causes of action is set forth in Choice One's applicable state and federal tariffs, and the AUP, and these shall govern in all cases and are incorporated herein by reference. For all interstate domestic interexchange services, Choice One and Client adopt herein all of the rate and service provisions in the applicable interexchange tariff(s) and/or documents published at www.choiceone.com. No agent or employee of any other carrier shall be deemed to be either for Choice One. Client agrees that Choice One may contact Client via email for service and marketing notifications (e.g., service initiation, product, service, and marketing information). The Client or user will hold Choice One, its officers, directors, employees, and agents harmless from any liability (including, but not limited to, errors in content, information, or viruses) arising from Choice One's communication with the Client via e-mail or the Internet.

Governing Law and Venue. This Agreement shall be construed and governed by the laws of the State of New York, excluding its laws concerning conflict of laws. The parties consent to the exclusive personal jurisdiction and venue of the New York Federal and/or State Courts. Any action arising under the Agreement shall be brought in a Federal or State Court located in Monticello County, New York.

I warrant that I have the legal authority to bind the undersigned to this Agreement and that I am free of any third-party obligation preventing me from authorizing, Choice One Communications Inc., and/or its subsidiaries and/or authorized agents (collectively "Choice One") to act as my agent for the purpose of TAKING ANY AND ALL ACTIONS REQUIRED (including the removal of any account protection / freezes) required to implement the LOCAL, DATA, INTERNET, INTRALATA LD, INTRASTATE LD, INTERSTATE / INTERNATIONAL LD, and/or other services described herein (and all future incremental services of the same type(s)), for all my physical service and billing locations as noted on this form, or added by me later, including changing my primary long distance carrier(s) and/or my local exchange carrier(s) to Choice One from my current carrier(s). Notwithstanding any agency rule or law to the contrary, this Letter of Agency is valid until revoked by me in writing or by a subsequent valid authorization. I authorize Choice One to notify all appropriate parties, including my current local and/or long distance telephone company(ies), of this decision, and to make the necessary changes for my current and future services without further permission.

I direct my chosen intraLATA and/or intrastate/interstate/international long distance company(ies), if not Choice One, to comply with Choice One's current applicable access tariff(s). Choice One may obtain any records from my local, data, Internet, intraLATA long distance, and/or intrastate/interstate/international long distance phone company(ies) necessary to provide these services. I understand that I may choose only one carrier per telephone number for intraLATA/interstate/international services and, in some states, up to one more carrier per line for intraLATA services. I may be charged a tariffed fee for changing my long distance and/or local phone company(ies), and I understand that I may inquire of Choice One what fees will apply, if any, to these changes. I authorize Choice One and/or its authorized agents to make any and all inquiries necessary for the purpose of obtaining credit information.

I hereby indemnify and hold harmless Choice One, its employees, and agents, from any liability resulting from any credit inquiry, numbering issue, directory listing issue, delay of service issue, loss of business demand, CPNI issue, or liability to me or any third-party for any pre-existing contract (including any minimum payment or usage agreement, or any Centrex or Centrex-like agreement) or obligation I may have regarding my local, data, Internet, intraLATA long distance, and/or intrastate/interstate/international long distance services. I agree that I have no property rights to any telephone numbers assigned to me. I agree that all calling cards ordered hereunder have a \$75.00 per card per month limit, unless I agree to and qualify for a different credit limit.

Company Name: Center for Natural Medicine

Authorized Signature: [Signature]

Title: PRESIDENT

Authorized By (Print): KEITH S. JUNGK

Date: 10/26/02

DATA SERVICES (applicable if ordered on page 1)

IP Addresses: IP addresses are not portable and not assigned for independent administration or distribution. Client understands that IP assignments are not guaranteed and may be modified as required by Choice One and/or the American Registry for Internet Numbers (ARIN).

Acceptable Use Policy: Use of the Choice One's network for Internet access and activity on the Internet must comply with the then-current version of the Choice One Acceptable Use Policy ("AUP") which is made a part of this Agreement and is available at the following URL: www.choiceone.com/amp.html, and may change at any time.

E-Mail (CLIENT ACKNOWLEDGEMENT REQUIRED) (Client Initials). By initialing here, Client IS NOT ordering e-mail services at this time, and understands that Client may order e-mail services at any time hereafter, however, by delaying an order, Client understands e-mail services will be DELAYED for a minimum of two weeks after an access line is installed.

Domain Names: Choice One shall, upon request by Client, perform an availability search, reserve and register Client's desired Domain Name with an accredited Domain Name registration entity. Client will be billed directly by the vendor for registration fees. Choice One does not guarantee that Client will be assigned its desired name, and Choice One is not responsible for any Domain Name that has been issued to any other entity. Client warrants that either Client is the owner of, or is duly authorized by the owner to use, any trademark or name requested or allocated as its Domain Name. Client further warrants that neither Client's nor Choice One's use or registration of Client's Domain Name constitutes infringement of any other entity's Intellectual Property Rights. Choice One shall not undertake to resolve any disputes or litigation on Client's behalf involving Domain Name registration, and Client agrees that it shall indemnify, hold harmless, and defend Choice One against any disputes involving Domain Name use or registration. Client shall be deemed the author and owner of Client's Domain Name and its attendant intellectual rights.

Inside Wiring (CLIENT ACKNOWLEDGEMENT REQUIRED) For data services only, Client (circle one) requests dedicates Choice One services at prevailing rates to install inside wire necessary to turn up the selected service(s), where the installation of inside wire requires no more than 200 feet of wire within Client premises and, in the sole discretion of Choice One, does not require a complex wiring solution ("Complex Wiring"). Client agrees that Choice One is not required to provide Complex Wiring under this Agreement.

THE CPE EQUIPMENT SERVICES PROVIDED BY CHOICE ONE ARE PROVIDED "AS IS." CHOICE ONE MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR ANY WARRANTY REGARDING THE RELIABILITY OR SUITABILITY FOR A PARTICULAR PURPOSE OF ITS SERVICES. ALL WARRANTY PROVISIONS IN CHOICE ONE'S CURRENT TARIFFS AND THE AUP APPLY. CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT CHOICE ONE EXERCISES NO CONTROL OVER THE NATURE, CONTENT OR RELIABILITY OF THE INFORMATION RESIDING ON OR PASSING THROUGH ITS NETWORK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CHOICE ONE, ITS DEALERS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY AND CLIENT MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. CHOICE ONE MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, REGARDING THE QUALITY, ACCURACY OR VALIDITY OF THE INFORMATION AND/OR DATA RESIDING ON OR PASSING THROUGH ANY NETWORK. USE OF ANY INFORMATION OBTAINED FROM OR THROUGH SERVICES PROVIDED BY CHOICE ONE WILL BE AT CLIENT'S OWN RISK.

CLIENT ACKNOWLEDGES THAT CHOICE ONE IS NOT LIABLE FOR ANY ERRORS OR INTERRUPTION IN THE SERVICES, WHETHER WITHIN OR OUTSIDE THE CONTROL OF CHOICE ONE. UNDER NO CIRCUMSTANCES SHALL THE CLIENT HOLD CHOICE ONE RESPONSIBLE FOR ANY FORM OF DAMAGES OR LOSSES (INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSSES) SUFFERED FROM, BUT NOT LIMITED TO ERRORS, DELAYS, LOSS OF INFORMATION, OR INTERRUPTIONS IN SERVICE CAUSED BY CLIENT, CHOICE ONE, OR A THIRD PARTY'S NEGLIGENCE, FAULT, MISCONDUCT OR FAILURE TO PERFORM OR FROM ANY FAULT, FAILURE, DEFECT OR DEFICIENCY IN ANY SERVICE, LABOR, MATERIAL WORK OR PRODUCT FURNISHED IN CONNECTION WITH THESE SERVICES. CLIENT UNDERSTANDS THAT TELECOMMUNICATION AND/OR NETWORK ACCESS SERVICES MAY BE TEMPORARILY UNAVAILABLE FOR SCHEDULED OR UNSCHEDULED MAINTENANCE AND FOR OTHER REASONS WITHIN AND OUTSIDE OF THE DIRECT CONTROL OF CHOICE ONE.

UNDER NO CIRCUMSTANCES DO ANY SUCH ERRORS, DELAYS, INTERRUPTIONS IN SERVICES OR LOSS OF INFORMATION NULLIFY OR MODIFY THESE TERMS AND CONDITIONS. CHOICE ONE IS NOT RESPONSIBLE FOR ANY DAMAGES OF ANY KIND CLAIMED AS A RESULT OF ERRORS OR OMISSIONS OF DIRECTORY LISTINGS OR ADVERTISING OF ANY KIND. THE CLIENT AND CHOICE ONE AGREE TO BE BOUND BY AND COMPLY WITH ALL REGULATIONS, POLICIES, LAWS AND BACKBONE CARRIER REGULATIONS RELATING TO INTERNET SERVICES, INCLUDING BUT NOT LIMITED TO, ACCESS BY MINORS, BULK EMAIL, SPAM, CONTENT, AND OBSCENITY, AND CHOICE ONE'S THEN CURRENT AUP.

Original and Annual Notice for CPNI (applies to all services)

This constitutes an ORIGINAL and ANNUAL NOTICE of Client's rights concerning Client Proprietary Network Information (CPNI). CPNI is commonly called the "Client record" and includes the Client's service(s) selection(s), any demographic information gathered, optional features the Client has ordered, and usage data for services. CPNI does not include a Client's name and address. CPNI is protected under Federal law and/or regulations. Choice One has an obligation to protect the confidentiality of CPNI, and the Client has rights regarding the use and confidentiality of CPNI. By signing this form, Client is authorizing Choice One to have access to Client's CPNI to enhance Choice One's ability to offer products and services tailored to the Client's needs, and to offer the broadest range of services to Clients while protecting Client's CPNI rights. Client may disapprove Choice One's use(s) of CPNI at any time by written notification to Choice One at 100 Chestnut Street, Suite 600, Rochester, NY 14604-2421. Withdrawal by Client will not affect the provision, management, or quality of service(s) Client receives from Choice One.

Acceptance of CPNI Rights and Permission for Choice One to Exercise CPNI Obligations

I hereby acknowledge that I have the legal authority to and do hereby authorize Choice One Communications, Inc. and/or its employees, subsidiaries, including US Xchange Inc. and its subsidiaries, and authorized agents (collectively "Choice One") to record, maintain, modify, use, and/or exchange my CPNI, as defined under federal or state law or regulation, to install and manage my telecommunications services, as I have previously directed Choice One on a Letter of Agency and Service Agreement. I also authorize Choice One to use my CPNI to determine if additional local, long distance, data, Client premise equipment, internet, wireless, and/or other services would be of benefit to me and to present same for my review.

I understand that allowing Choice One to make such services available to me may enhance the benefit(s) of my existing service(s) and enhance Choice One's ability to offer products and services tailored to my needs. I understand that I am under no obligation regarding such new services presented to me, unless I agree to accept them. I acknowledge that I understand my rights and obligations as contained in this Notice and Agreement, and hereby indemnify and hold harmless Choice One from any and all liability resulting from Choice One's actions regarding my CPNI or Client records.

Company Name: Center for Natural Medicine

Authorized Signature: [Signature]

Title: PRESIDENT

Authorized By (Print): KEITH S JUNGAR

Date: 6/26/02

Web Site Development and Hosting (applicable if ordered on page 1)

Web Site Hosting (CLIENT ACKNOWLEDGEMENT REQUIRED)

(Write "YES" if selected, "NO" if not) NO Client agrees to have Choice One host a Web site for the Client on servers provided by Choice One and made accessible to Internet/ Web users worldwide. The Client will provide all the necessary information for Choice One to host the web site. Limitations on the complexity, sophistication of design and content, and traffic management to and from the Web site apply. The client agrees to pay all appropriate hosting fees upon the earlier of: A) the client's approval of the Web site, or B) thirty (30) days after signing this Service Agreement. Additional maintenance and changes to the Web site will be billed at the then current rates for post design work.

Client warrants that, if the Web site supplied to Choice One, either Client is the owner of, or is duly authorized by the owner to use, any and all information, graphics, pictures, textual descriptions, servicemarks, trademarks, or other intellectual property, and any and all other information of any type on the Web site. Client further warrants that neither Client's nor Choice One's use constitutes infringement of any other entity's Intellectual Property Rights. Client agrees that it shall indemnify, hold harmless, and defend Choice One against any disputes involving such information, intellectual property, and the Web site itself.

ChoiceNetJet DSL Modem / T-1 CPE Agreement (applicable if ordered on page 1)

Application Client agrees that the DSL Modem / T-1 CPE (collectively "CPE") described herein will be used by Client at its service address and only in association with the service(s) provided to Client by Choice One under the terms and conditions of the Service Agreement which is attached hereto. Client shall have the use of such CPE during the initial term, any renewal term, or until cancellation or termination of the associated Service Agreement, whichever is earlier.

Terms of CPE Usage Client shall not be required to compensate Choice One for the use of this CPE during the term of this Service Agreement, except as noted herein. For a DSL Modem, should Client (a) cancel or terminate this Service Agreement within one year after the effective date of the initial term of this Agreement, for reasons other than the Quality of Service Guarantee provision of this Agreement or (b) fail to return the DSL Modem as set forth herein, Client shall be required to pay Choice One the amount of Three Hundred Fifty Dollars and No Cents (\$350.00) per DSL Modem. To avoid this charge, the DSL Modem must be returned to a Choice One office within 30-days of termination of DSL service.

A Recovery Fee of \$1,800.00 will apply per CPE unit (except for DSL Modems) that is not recovered by Choice One. To avoid this charge, Choice One must retrieve the CPE, or it must be returned in good working order to a Choice One office within 30-days of termination of the service supported by the CPE. Client shall at all times permit and cause its landlord to permit full and complete access upon demand to the CPE for any purpose, including, but not limited to removal, by Choice One or its authorized agents. Client agrees to pay Choice One a one-time charge in the event Client requests and receives an upgrade to the CPE prior to the expiration of this Service Agreement.

Client agrees to return a DSL Modem to the local Choice One sales office, in good condition (subject to reasonable wear and tear) within thirty (30) days following: (a) the expiration of an initial or renewal term of this Service Agreement, (b) cancellation pursuant to the Quality of Service Guarantee provision in this Service Agreement, or (c) termination or cancellation of this Service Agreement prior to its termination date. Client is required to reimburse Choice One the amount set forth herein, for a failure to return the DSL Modem as set forth in this Section. Client is required to reimburse Choice One for any loss of, or damage to, any CPE while on Client's premises, including but not limited to, loss or damage caused by its landlord (or its agents), agents, employees or independent contractors of Client through any negligence, or willful misconduct, or loss due to theft, fire, or other similar event.

Neither Client, nor its landlord or any third party, shall obtain, nor shall any such party assert, any property right, lien, or any other interest in any CPE furnished by Choice One. All right, title and interest to such CPE remains, at all times, solely with Choice One. Client shall be responsible for, and all costs associated with, providing space on its premises and/or electrical power for any CPE.

Limitation of Liability Any defective CPE shall be replaced or repaired by Choice One without cost to Client; provided, however, that such defect was not caused by the negligence or willful misconduct of Client, or for any reason by a third party. Choice One is not liable for any defacement of or damage to the premises of Client, authorized joint user, or landlord resulting from the furnishing of or access to any CPE on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of Choice One.

KSC

Client Initials:

Client Care Call Notation Tool (View History)

Account 0003218432 CENTER FOR NATURAL MEDICINE

Short Description: SuperScreen Note

Create Date: 3/17/2008 11:28:35 AM

Remarks:

3/17/2008 11:28:35 AM apiuser

DLR // WILL SEND PMT FOR 589.49 BY 3/21// SET PAR// NC-AJ

Assigned To: nco_12

Caller's Name: PATTY

Short Description: One activated complaint - billed

Create Date: 3/17/2008 11:28:35 AM

Remarks:

3/17/2008 11:28:35 AM apiuser

DLR // WILL SEND PMT FOR 589.49 BY 3/21// SET PAR// NC-AJ

Assigned To: nco_06

Caller's Name: PATTY

Short Description: SuperScreen Note

Create Date: 2/15/2008 3:06:26 PM

Remarks:

2/15/2008 3:06:26 PM apiuser

IN- ADV THAT CHECK FOR \$563.34 WAS MILE DOUT THIS MORNING SETUP PAR FOR MAILING TIME NC-MR

Assigned To: nco_08

Caller's Name: PAT

Short Description: SuperScreen Note

Create Date: 2/15/2008 3:06:26 PM

Remarks:

2/15/2008 3:06:26 PM apiuser

IN- ADV THAT CHECK FOR \$563.34 WAS MILE DOUT THIS MORNING SETUP PAR FOR MAILING TIME NC-MR

Assigned To: nco_06

Caller's Name: PATTY

Short Description: Saville Note

Create Date: 2/15/2008 9:35:21 AM

Remarks:

2/16/2008 5:18:08 AM Administrator

Call left voicemail

TRT - UO

Assigned To: ccmotes

Caller's Name:

Short Description: Balance Payment Inquiry - Balance Inquiry

Create Date: 12/12/2007 11:44:44 AM

Remarks:

12/12/2007 11:44:44 AM apiuser

Balance for 0003218432 account inquiry. Balance inquiry.

Assigned To: ccmotes

Caller's Name: Pat

Create Date: 11/30/2007 12:14:49 PM

Remarks:

11/30/2007 12:14:49 PM stepinski

Client called to see if we could service the number 330-644-1411 for her called NPAC and it has not been ported but it is in a different rate center

Assigned To: sleplinski

Caller's Name: Coleen

[illegible]

Short Description: Saville Note

Create Date: 4/7/2007 7:52:01 PM

Remarks:

4/10/2007 5:17:29 AM Administrator

UNIQUE TRUCK ROLL CHARGE ID#: 000000000350371

CHARGE SUBMITTER ID: tmoody

TICKET #: 00864624

NUMBER OF HOURS: .00

ACCT - U2

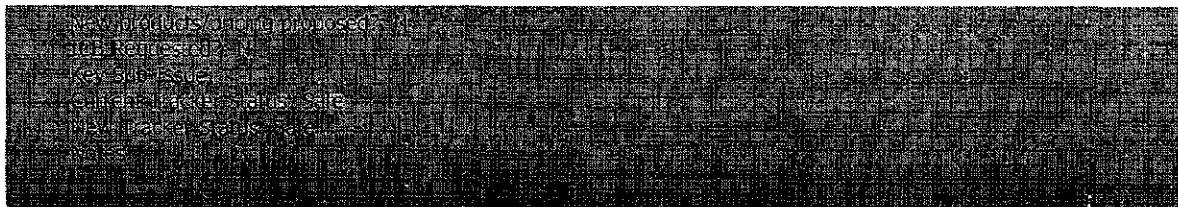
Assigned To: cxrnotes

Caller's Name:

Short Description: External Disruptor Card	Assigned To: IT/Info
Create Date: 2/2/2007 10:13 AM	Caller's Name: Andy (015-0000)
Remarks:	
2007-02-02 10:13 AM	
2007-02-02 10:13 AM	

Short Description: SuperScreen Note

Assigned To: afagan



Short Description: Saville Note
Create Date: 2/24/2007 5:40:18 AM
Remarks:

Assigned To: cxnotes
Caller's Name:

2/28/2007 8:45:21 AM Administrator
Sent deny service letter 1197.54
ACCT - U2



Short Description: Saville Note
Create Date: 2/23/2007 11:09:55 AM
Remarks:

Assigned To: cxnotes
Caller's Name:

2/28/2007 8:45:21 AM Administrator
Call left voicemail
LEFT MSG WITH MICHELLE TO RET CALL NC-CS
TRT - U0



Short Description: SuperScreen Note
Create Date: 2/22/2007 1:13:46 PM
Remarks:

Assigned To: afagan
Caller's Name: tina

2/22/2007 1:13:46 PM apluser
spoke with vendor about hunt group



Short Description: SuperScreen Note

Create Date: 2/14/2007 1:14:54 PM

Remarks:

2/14/2007 1:14:54 PM apiuser
customer lines going to VM after 4 rings like it should.

Assigned To: afagan

Caller's Name: keith

Short Description: SuperScreen Note

Create Date: 2/22/2007 12:17:15 PM

Remarks:

2/22/2007 12:17:15 PM apiuser

customer lines going to VM after 4 rings like it should.

Assigned To: afagan

Caller's Name: keith

Short Description: SuperScreen Note

Create Date: 1/26/2007 11:52:02 AM

Remarks:

1/26/2007 11:52:02 AM apiuser
hunt group B has new DID VM per OMS # 3819000

Assigned To: afagan

Caller's Name: keith

Short Description: SuperScreen Note

Create Date: 1/26/2007 11:52:02 AM

Remarks:

1/26/2007 11:52:02 AM apiuser

hunt group B has new DID VM per OMS # 3819000

Assigned To: afagan

Caller's Name: keith

Short Description: SuperScreen Note

Create Date: 1/17/2007 2:22:17 PM

Remarks:

1/17/2007 2:22:17 PM apluser
ADVISED CHECK WAS SENT ON THE 11TH OF JAN SET PAR FOR THE 22ND FOR 582.06 CHECK # 1430 TO ALLOW MAIL TIME. NC-CS

Assigned To: nco_01

Caller's Name: ALICIA

Short Description: Saville Note

Create Date: 1/17/2007 5:22:27 PM

Remarks:

1/17/2007 5:22:27 PM Administrator

customer lines going to VM after 4 rings like it should.

Assigned To: cxnotes

Caller's Name: keith

Short Description: Saville Note

Create Date: 1/17/2007 12:08:05 PM

Remarks:

3/2/2007 5:22:27 PM Administrator

Assigned To: cxnotes

Caller's Name: keith

DLR LEFT MSG RE PAST DUE-NC/TD
TRT - UO

Short Description: SuperScreen Note
Create Date: 11/29/2006 5:39:32 AM
Assigned To: afagan
Caller's Name: receptionist
Remarks:
11/29/2006 5:39:32 AM apiuser
left another message for dr. ungar

Short Description: SuperScreen Note
Create Date: 11/29/2006 11:54:16 AM
Remarks:

Assigned To: afagan
Caller's Name: receptionist

11/29/2006 11:54:16 AM apiuser
left another message for dr. ungar

Short Description: SuperScreen Note
Create Date: 11/29/2006 10:15:44 AM
Assigned To: grenkens
Caller's Name: Keith Ungar
Remarks:
11/29/2006 10:15:44 AM apiuser
left another message for dr. ungar

Short Description: Order Status > Line Add
Create Date: 11/29/2006 10:15:44 AM
Remarks:

Assigned To: grenkens
Caller's Name: Keith Ungar

11/29/2006 10:15:44 AM grenkens
Keith was transferred to me, very upset. Regarding pons 1615382 & 1616414. These are to port two ftns to us. Keith received a letter advising these tns were to be added to his residence address, not his business address. He said he was very clear with Andy Fagan that these two ftns were to port to us & be physically installed at his business address. He requested Andy call him back to straighten this out.

Short Description: New Order Status Update Provided
Create Date: 11/29/2006 10:07:16 AM
Assigned To: afagan
Caller's Name: receptionist
Remarks:
11/29/2006 10:07:16 AM apiuser
called Keith again no contact yet.

Short Description: SuperScreen Note
Create Date: 11/28/2006 3:12:11 PM
Remarks:

Assigned To: afagan
Caller's Name: receptionist

11/28/2006 3:12:11 PM apiuser
called Keith again no contact yet.

Short Description: SuperScreen Note
Create Date: 11/29/2006 10:15:44 AM
Assigned To: grenkens
Caller's Name: Keith Ungar

Remarks:
11/18/2006 12:04:07 PM apiuser
Get message regarding FF#s

Short Description: SuperScreen Note
Create Date: 11/17/2006 12:04:07 PM
Remarks:

Assigned To: afagan
Caller's Name: internal

11/17/2006 12:04:07 PM apiuser
I had to re-submit orders to port line because they are existing FF#. I submitted 2 mac orders

Short Description: SuperScreen Note
Create Date: 11/19/2006 8:35:24 AM
Remarks:
11/20/2006 11:28:05 AM apiuser
Need to check account in 3 months to review usage

Short Description: SuperScreen Note
Create Date: 10/19/2006 11:28:05 AM
Remarks:

Assigned To: afagan
Caller's Name: keith

10/19/2006 11:28:05 AM apiuser
faxed over revised SA and LOA. need to check account in 3 months to review usage

Short Description: Service Note
Create Date: 10/11/2006 6:00:19 AM
Remarks:
10/11/2006 6:00:19 AM Administrator
CHANGE TRUCK ROLL CHARGE TO 27.00 (06/06/2006)
CHANGE SERVICE CHARGE TO 27.00 (06/06/2006)
TICKET #00793383
NUMBER OF HOURS: 30/11/2006

Short Description: External Dispatch Charge
Create Date: 10/11/2006 6:00:19 AM
Remarks:

Assigned To: elee
Caller's Name: Andy c1

10/11/2006 6:00:19 AM Administrator
Ticket #00793383

Short Description: SuperScreen Note
Create Date: 10/16/2006 10:18:02 AM
Remarks:
10/16/2006 10:18:02 AM apiuser
Get message regarding FF#s

Short Description: SuperScreen Note

Create Date: 10/5/2006 4:32:34 PM

Remarks:

10/5/2006 4:32:34 PM apiuser
residences TT # 793383 checking number at prem.

Assigned To: afagan

Caller's Name: internal

Short Description: SuperScreen Note

Create Date: 9/27/2006 9:08:28 AM

Remarks:

9/27/2006 9:08:28 AM apiuser
residences TT # 793383 checking number at prem.

Assigned To: afagan

Caller's Name: internal

Short Description: SuperScreen Note

Create Date: 9/20/2006 1:42:25 PM

Remarks:

9/20/2006 1:42:25 PM apiuser
tag and locate TT # 787205

Assigned To: afagan

Caller's Name: internal

Short Description: SuperScreen Note

Create Date: 9/20/2006 1:46:46 PM

Remarks:

9/20/2006 1:46:46 PM apiuser
tag and locate TT # 787205

Assigned To: afagan

Caller's Name: internal

Short Description: SuperScreen Note

Create Date: 9/20/2006 1:26:37 PM

Remarks:

9/20/2006 1:26:37 PM apiuser
said that he wants 2 line ported from AT&T (330-724-5521 and 330-896-8500) and swapped with numbers that are not being used.

Assigned To: afagan

Caller's Name: Kieth

Short Description: SuperScreen Note

Create Date: 9/19/2006 3:06:32 PM

Remarks:

9/19/2006 3:06:32 PM apiuser
called left message on cell # 330-495-1111

Assigned To: afagan

Caller's Name: dr ungar

Short Description: SuperScreen Note

Create Date: 9/19/2006 3:06:32 PM

Remarks:

9/19/2006 3:06:32 PM apiuser
called left message on cell # 330-495-1111

Assigned To: afagan

Caller's Name: dr ungar

Short Description: SuperScreen Note

Assigned To: afagan

Gallet's Name _____

Perkins

9/20/2006 5:46:51 AM Administrator

உள்ளுயிர்

Assigned To: nco_08

Caller's Name: KEITH

Remarks:

9/19/2006 1:20:31 PM apiuser

ADV THAT HE MAILED OUT PAYMENT OVER THE WEEKEND DID NOT HAVE CHECK # SO NO PAR SETUP NC-MR

Assigned To: अनिरुध्

Call or Name

9. 11. 2016 17:51:52 2016.11.16 17:51:52

CONFIDENTIAL - SECURITY INFORMATION

Assigned To: afagan

Caller's Name: internal

Remarks:

9/18/2006 10:13:15 AM apiuser

faxed copy of contracts.

Assigned To: k14191

Caterer's Name: Keith

REMARKS

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The first and most important step in the design process is to define the problem. This involves identifying the goals of the project, the constraints, and the resources available. Once the problem is defined, the next step is to develop a plan. This plan should outline the steps that will be taken to solve the problem, and it should also identify the people who will be responsible for each step. Once the plan is developed, the next step is to execute the plan. This involves carrying out the steps that were outlined in the plan, and it also involves monitoring the progress of the project and making adjustments as needed. Finally, the last step in the design process is to evaluate the results. This involves comparing the results of the project to the goals that were defined at the beginning, and it also involves identifying any lessons learned that can be used to improve future projects.

Assigned To: mfagan

Caller's Name: Keith

Remarks:

9/18/2006 9:45:13 AM mfagan

Transferred call to CDR - AFagan

Client called to question etp's and lines that he has, Several are not used. I advised that we do not track the use of the lines but that I could xfer to cam to discuss the added costs of etp's etc.

Assigned To: 520050050

Call Center Name: K&N

Keywords: *depression, mood, anxiety, self-esteem, self-efficacy, self-esteem, self-efficacy, self-esteem, self-efficacy*

31-22015-10-1576-A1-3916465

THE UNIVERSITY OF CHICAGO

Short Description: Explain Our 24 Hour Service > Volcano
Create Date: 5/4/2005 4:12:28 PM
Assigned To: sbrewer
Caller's Name: Kathy
Remarks:
5/4/2005 4:12:28 PM Other
Volcano - 330 644 9280

Short Description: SuperScreen Note
Create Date: 5/31/2005 4:54:29 PM
Remarks:

Assigned To: sbrewer
Caller's Name: kathy

5/31/2005 4:54:29 PM apiuser
Spoke w/ Kathy- she said that line #2 is having static..
She said that it is not internal... Line - 330 644 9280 IS HAVING THE STATIC... CALLING CLIENT SERVICE.

Short Description: Delta Product/Service > Standard
Create Date: 5/24/2005 4:58:40 PM
Assigned To: cjohn
Caller's Name: DR UN GAR
Remarks:
5/24/2005 4:58:40 PM cjohn
Delta - 330 644 9280

Short Description: Client Initiated > Notice of Payment Made
Create Date: 3/28/2005 5:03:29 PM
Remarks:

Assigned To: mseeley
Caller's Name: Cathy

3/28/2005 5:03:29 PM mseeley
cc pymt \$346.50 - Auth Code: 423545

Short Description: Saville Note
Create Date: 3/21/2005 7:06:17 AM
Assigned To: cxnotes
Caller's Name:
Remarks:
3/21/2005 7:06:17 AM Administrator
Sent reminder letter

Short Description: Saville Note
Create Date: 3/12/2005 5:54:02 AM
Remarks:

Assigned To: cxnotes
Caller's Name:

3/15/2005 6:17:43 AM Administrator
Sent Reminder letter
ACCT - U2

Short Description: SuperScreen Note
Create Date: 5/31/2005 2:41:17 PM
Assigned To: sbrewer
Caller's Name: Kathy
Remarks:
5/31/2005 2:41:17 PM apiuser

Caller's Name: Jackie

Caller's Name:

Caller's Name: jackie

Caller's Name JACKIE

Caller's Name: KEITH

Caller's Name: Janice Gledhill

Caller's Name: RYKA

3/24/2004 3:24:37 PM bhnllicka

Ryka called requesting how to do the call forward ... *72 then dial the # to be forwarded to ... if no one answers ... repeat and it will be forwarded ... *73 to deactivate.

Short Description: Order Status > Feature
Create Date: 3/24/2004 4:06:43 PM
Assigned To: bhnllicka
Caller's Name: Ryka
Remarks:
3/24/2004 3:24:37 PM bhnllicka
Ryka called requesting how to do the call forward ... *72 then dial the # to be forwarded to ... if no one answers ... repeat and it will be forwarded ... *73 to deactivate.

Short Description: Explain Current Product/Service > Other
Create Date: 3/5/2004 4:00:10 PM
Remarks:

Assigned To: swielgus
Caller's Name: RYKA

3/5/2004 4:00:10 PM swielgus
Per pc with Ryka calling in to cancel the forwarding on 330-645-7600
I have placed order in TBS

Short Description: Add/Modify Product/Service > Calling Features
Create Date: 1/22/2004 12:29:45 PM
Assigned To: cbonnin
Caller's Name: RYKA
Remarks:
1/22/2004 12:29:45 PM cbonnin
client called to change the hunt group, placed tbs order

Short Description: Add/Modify Product/Service > Calling Features
Create Date: 1/22/2004 12:29:45 PM
Remarks:

Assigned To: cbonnin
Caller's Name: Rika

1/22/2004 12:29:45 PM cbonnin
client called to change the hunt group, placed tbs order

Short Description: Billing > Address/Name Change
Create Date: 1/22/2004 12:13:48 PM
Assigned To: tchristenson
Caller's Name: Keith
Remarks:
1/22/2004 12:13:48 PM tchristenson
advised that Keith wld need to cb to make changes and discuss acct.

Short Description: Explain Current Product/Service > Other
Create Date: 1/22/2004 12:13:48 PM
Remarks:

Assigned To: tchristenson
Caller's Name: Reiche

1/22/2004 12:13:48 PM tchristenson
advised that Keith wld need to cb to make changes and discuss acct.

Short Description: Explain Current Product/Service > Other
Create Date: 1/22/2004 12:13:48 PM
Assigned To: tchristenson
Caller's Name: Keith

Short Description: Saville Note
Create Date: 9/12/2006 5:43:17 AM
Remarks:

Assigned To: cxnotes
Caller's Name:

9/13/2006 5:17:09 AM Administrator
Sent Reminder letter 791.10
ACCT - U2

Short Description: SuperScreen Note
Create Date: 6/30/2006 8:48:53 AM
Remarks:

Assigned To: alees
Caller's Name: receptionist

6/30/2006 8:48:53 AM alees

Short Description: Add/Modify Product/Service > Calling Features
Create Date: 5/22/2006 4:10:34 PM
Remarks:

Assigned To: alees
Caller's Name: Tina

5/22/2006 4:10:34 PM alees

Tina called in saying that they do NOT have 1729 hooked up internally and callers are Intermittently going to RNA when calls hit it. I removed it from the hunt and updated TBS records with Ebony to reflect the new order per her phone system 7246, 9288, 3200, 7600 and back to the beginning in a circular gorup. I also toggled off the /CFDAAC on all lines in the hunt except line 1 per her request. She didn't even know that they had V-mail. I instructed her how to use that.

Short Description: Exchng Current Product/Service > Exchange
Create Date: 5/22/2006 4:10:34 PM
Remarks:

Assigned To: Refarwell
Caller's Name: Ebony

5/22/2006 4:10:34 PM Refarwell

Exch requested that I place a second order to change the hunt group

Exch'd Hunt

30-645-7246

30-645-9288

30-645-3200

30-645-7600

30-645-7246

Remove 1729

Remove 1729

Remove 1729

Remove 1729

Remove 1729

Remove 1729

Remove 1729

Remove 1729

Short Description: SuperScreen Note
Create Date: 2/21/2006 1:16:27 PM
Remarks:

Assigned To: afagan
Caller's Name: receptionist

Remarks:
7/31/2003 1:53:26 PM jjeske
Client having trouble dialing international went over instructions also gave them 10 10 288 00 for international directory assistance

Short Description: Explain Current Product/Service > Other

Create Date: 7/31/2003 1:53:26 PM

Remarks:

7/31/2003 1:53:26 PM jjeske

Client having trouble dialing international went over instructions also gave them 10 10 288 00 for international directory assistance

7/31/2003 2:10:50 PM jjeske

Status set to Closed.

Assigned To: jjeske

Caller's Name: Keith Ungar

Short Description: Explain Current Product/Service > Other
Create Date: 7/11/2003 10:55:58 AM
Remarks:
7/11/2003 10:55:58 AM lprevost
discussed new line

Short Description: Sales/Check Up > Opportunity Discussed

Create Date: 7/11/2003 10:55:58 AM

Remarks:

7/11/2003 10:55:58 AM lprevost

discussed new line

Assigned To: lprevost

Caller's Name: Ryka

Short Description: Sales/Check Up > No Current Opportunity
Create Date: 4/23/2003 10:57:08 AM
Remarks:
4/23/2003 10:57:08 AM khill
called ketih to intro self as rep left a message

Short Description: Sales/Check Up > No Current Opportunity

Create Date: 4/23/2003 10:57:08 AM

Remarks:

4/23/2003 10:57:08 AM khill

called ketih to intro self as rep left a message

Assigned To: khill

Caller's Name: keith

Short Description: Explain Current Product/Service > Other
Create Date: 7/26/2003 12:02:36 PM
Remarks:
7/26/2003 12:02:36 PM jjeske
Client having trouble dialing international went over instructions also gave them 10 10 288 00 for international directory assistance

Assigned To: jjeske

Caller's Name: Keith Ungar

Client Care Call Notation Tool (View History)

Account 0003218432 CENTER FOR NATURAL MEDICINE

Short Description: SuperScreen Note

Create Date: 3/17/2008 11:28:35 AM

Remarks:

3/17/2008 11:28:35 AM apiuser

DLR // WILL SEND PMT FOR 589.49 BY 3/21// SET PAR// NC-AJ

Assigned To: nco_12

Caller's Name: PATTY

Short Description: Client Initiated Complaint - Billing

Create Date: 3/17/2008 11:24:16 AM

Remarks:

3/17/2008 11:24:16 AM apiuser

Initial investment in funds

Assigned To: mbeacock

Caller's Name:

Short Description: SuperScreen Note

Create Date: 2/15/2008 3:06:26 PM

Remarks:

2/15/2008 3:06:26 PM apiuser

IN- ADV THAT CHECK FOR \$563.34 WAS MILE DOUT THIS MORNING SETUP PAR FOR MAILING TIME NC-MR

Assigned To: nco_08

Caller's Name: PAT

Short Description: SuperScreen Note

Create Date: 2/15/2008 3:03:40 AM

Remarks:

2/15/2008 3:03:40 AM apiuser

DLR FOR \$563.34 NC-MR

Assigned To: nco_08

Caller's Name: JEWELL

Short Description: Saville Note

Create Date: 2/15/2008 9:35:21 AM

Remarks:

2/16/2008 5:18:08 AM Administrator

Call left voicemail

TRT - UO

Assigned To: cnotes

Caller's Name:

Short Description: Balance/Payment Inquiry - Balance Inquiry

Create Date: 2/12/2007 11:49:30 AM

Remarks:

2/12/2007 11:49:30 AM apiuser

collected on 2/12/07 to \$730.00. The balance is \$1,000.00. The balance is \$1,000.00.

Assigned To: sgarbo

Caller's Name: Pat

Assigned To: siepinski

Create Date: 11/30/2007 12:14:49 PM

Caller's Name: Coleen

Remarks:

11/30/2007 12:14:49 PM slepinski

Client called to see if we could service the number 330-644-1411 for her called NPAC and it has not been ported but it is in a different rate center

Short Description: Spville Note

Assigned To: [oempe](#)

Create Date: 10/7/2007 9:00:50 PM

Caller's Name:

Remarks:

128-20075-18-24 A4 Admission

RENEWAL CREDIT CREATED FOR SERVICE LOCATION 000135880

RENEWAL CREDIT CALCULATION FOR 2004/10

EXPCB-513P-8-102-10

EXCEL 528-6-12-0

EXP.CB15Y3P=571210

FEB 15 1964

[illegible]

EXPB133P-9-12-10

EXPIRATION DATE

SALE PRICE

EXPERIENCE

THE NEW YORK PUBLIC LIBRARY
ASTOR LENOX TILDEN FOUNDATION
1009 FIFTH AVENUE
NEW YORK, N. Y. 10028

1995年12月

Short Description: Saville Note

Assigned To: cxrnotes

Create Date: 4/7/2007 7:52:01 PM

Caller's Name:

Remarks:

4/10/2007 5:17:29 AM Administrator

UNIQUE TRUCK ROLL CHARGE ID#: 00000000350371

CHARGE SUBMITTER ID: tmcocoy

TICKET #: 00864624

NUMBER OF HOURS: .00

ACCT - U2

Short Description: External storage device

Assigned To: Secretary

Create Date: 4/7/2007 6:00:19 AM

Caller's Name AND PHONE NUMBER

Results

0147890076-01497415-AETTELKOPF O

Short Description: SuperScreen Note

Assigned To: afagan

Create Date: 4/4/2007 4:44:27 PM

Caller's Name: patty

Remarks:

4/4/2007 4:44:28 PM apiuser

static on line TT # 00864624, double checked hunt group It is correct in the switch

Short Description: SuperScreen Note
Create Date: 3/19/2007 1:17:16 PM
Remarks:
3/19/2007 1:17:16 PM apiuser
reset password again

Assigned To: afagan
Caller's Name: patty

Short Description: SuperScreen Note

Create Date: 3/19/2007 1:17:16 PM

Remarks:

3/19/2007 1:17:16 PM apiuser

reset password again

Assigned To: afagan

Caller's Name: patty

Short Description: SuperScreen Note
Create Date: 3/2/2007 9:17:55 AM
Remarks:
3/2/2007 9:17:55 AM apiuser
reset password again

Assigned To: afagan
Caller's Name: patty

Short Description: Saville Note

Create Date: 3/2/2007 9:17:55 AM

Remarks:

3/9/2007 3:10:02 PM Administrator

Call left voicemail

DLC - LM WITH LISA. NC-TS

TRT - UO

Assigned To: cxmotes

Caller's Name:

Short Description: IMS Admin Task
Create Date: 2/26/2007 7:57:23 AM
Remarks:
2/26/2007 7:57:23 AM apiuser
IMS TASK ALERT
TASK NUMBER: 13335
TASK SET:
CREATE DATE: 26 FEB 07
CREATE USER: AFAGAN
Data pulled: 26 FEB 07
Reached: Green
Condition: Not Met
IMS disposed: Not Met
Priority: 255 for testing
What could change: One change one more change, 13335-115 and 13335-115
13335-115 and 13335-115
13335-115 and 13335-115
13335-115 and 13335-115

Assigned To: afagan
Caller's Name: patty



Short Description: Saville Note

Create Date: 2/24/2007 5:40:18 AM

Remarks:

2/28/2007 8:45:21 AM Administrator

Sent deny service letter 1197.54

ACCT - U2

Assigned To: csmotes

Caller's Name:



Short Description: Saville Note

Create Date: 2/23/2007 11:09:55 AM

Remarks:

2/28/2007 8:45:21 AM Administrator

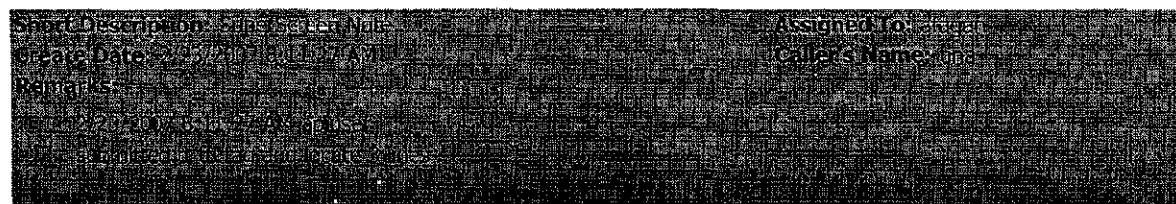
Call left voicemail

LEFT MSG WITH MICHELLE TO RET CALL. NC-CS

TRT - U0

Assigned To: csmotes

Caller's Name:



Short Description: SuperScreen Note

Create Date: 2/22/2007 1:13:46 PM

Remarks:

2/22/2007 1:13:46 PM apiuser

spoke with vendor about hunt group

Assigned To: afagan

Caller's Name: tina



Short Description: SuperScreen Note

Create Date: 2/14/2007 1:14:54 PM

Remarks:

2/14/2007 1:14:54 PM apiuser
customer lines going to VM after 4 rings like it should.

Assigned To: afagan

Caller's Name: keith

Short Description: SuperScreen Note

Create Date: 2/14/2007 1:14:54 PM

Remarks:

2/14/2007 1:14:54 PM apiuser
customer lines going to VM after 4 rings like it should.

Assigned To: afagan

Caller's Name: keith

Short Description: SuperScreen Note

Create Date: 1/26/2007 11:52:02 AM

Remarks:

1/26/2007 11:52:02 AM apiuser
hunt group B has new DID VM per OMS # 3819000

Assigned To: afagan

Caller's Name: keith

Short Description: SuperScreen Note

Create Date: 1/26/2007 11:52:02 AM

Remarks:

1/26/2007 11:52:02 AM apiuser
hunt group B has new DID VM per OMS # 3819000

Assigned To: afagan

Caller's Name: keith

Short Description: SuperScreen Note

Create Date: 1/17/2007 2:22:17 PM

Remarks:

1/17/2007 2:22:17 PM apiuser
ADVISED CHECK WAS SENT ON THE 11TH OF JAN SET PAR FOR THE 22ND FOR 582.06 CHECK # 1430 TO ALLOW
MAIL TIME. NC-CS

Assigned To: nco_01

Caller's Name: ALICIA

Short Description: Saville Note

Create Date: 3/2/2007 5:22:27 PM

Remarks:

3/2/2007 5:22:27 PM Administrator
SET PAR FOR THE 22ND OF JAN FOR 582.06 IN 4-05

Assigned To: cxnotes

Caller's Name: ALICIA

Short Description: Saville Note

Create Date: 1/17/2007 12:08:05 PM

Remarks:

3/2/2007 5:22:27 PM Administrator

Assigned To: cxnotes

Caller's Name:

DLR LEFT MSG RE PAST DUE-NC/TD
TRT - UO

Short Description: SuperScreen Note
Create Date: 11/29/2006 3:39:32 AM
Assigned To: afagan
Caller's Name: receptionist
Remarks:
11/29/2006 3:39:32 AM apiuser
left another message for dr. ungar

Short Description: SuperScreen Note
Create Date: 11/29/2006 11:54:16 AM
Remarks:

Assigned To: afagan
Caller's Name: receptionist

11/29/2006 11:54:16 AM apiuser
left another message for dr. ungar

Short Description: SuperScreen Note
Create Date: 11/29/2006 10:15:44 AM
Assigned To: grenkens
Caller's Name: Keith Ungar
Remarks:
11/29/2006 10:15:44 AM grenkens
Keith was transferred to me, very upset. Regarding pons 1615382 & 1616414. These are to port two ffs to us. Keith received a letter advising these ffs were to be added to his residence address, not his business address. He said he was very clear with Andy Fagan that these two ffs were to port to us & be physically installed at his business address. He requested Andy call him back to straighten this out.

Short Description: Order Status > Line Add
Create Date: 11/29/2006 10:15:44 AM
Remarks:

Assigned To: grenkens
Caller's Name: Keith Ungar

11/29/2006 10:15:44 AM grenkens
Keith was transferred to me, very upset. Regarding pons 1615382 & 1616414. These are to port two ffs to us. Keith received a letter advising these ffs were to be added to his residence address, not his business address. He said he was very clear with Andy Fagan that these two ffs were to port to us & be physically installed at his business address. He requested Andy call him back to straighten this out.

Short Description: SuperScreen Note
Create Date: 11/29/2006 3:12:11 PM
Assigned To: afagan
Caller's Name: receptionist
Remarks:
11/29/2006 3:12:11 PM apiuser
called Keith again no contact yet.

Short Description: SuperScreen Note
Create Date: 11/28/2006 3:12:11 PM
Remarks:

Assigned To: afagan
Caller's Name: receptionist

11/28/2006 3:12:11 PM apiuser
called Keith again no contact yet.

Short Description: SuperScreen Note
Create Date: 11/28/2006 3:12:11 PM
Assigned To: afagan
Caller's Name: receptionist

Remarks:
11/18/2006 12:02:57 PM apuser
I had to re-submit orders to port line because they are existing FF#. I submitted 2 mac orders

Short Description: SuperScreen Note
Create Date: 11/17/2006 12:04:07 PM
Remarks:

Assigned To: afagan
Caller's Name: internal

11/17/2006 12:04:07 PM apuser
I had to re-submit orders to port line because they are existing FF#. I submitted 2 mac orders

Short Description: SuperScreen Note
Create Date: 11/17/2006 12:04:07 PM
Remarks:
11/17/2006 12:04:07 PM apuser
I had to re-submit orders to port line because they are existing FF#. I submitted 2 mac orders

Short Description: SuperScreen Note
Create Date: 10/19/2006 11:28:05 AM
Remarks:

Assigned To: afagan
Caller's Name: keith

10/19/2006 11:28:05 AM apuser
faxed over revised SA and LOA. need to check account in 3 months to review usage

Short Description: SuperScreen Note
Create Date: 10/11/2006 6:00:19 AM
Remarks:
10/11/2006 6:00:19 AM Administrator
UNIQUE TRUCK ROLL CHARGE 0.000000001200
CHARGE SUBMITTED TO DISC
TICKET #00793383
NUMBER OF HOURS 100

Short Description: External Dispatch Charge
Create Date: 10/11/2006 6:00:19 AM
Remarks:

Assigned To: elees
Caller's Name: Andy c1

10/11/2006 6:00:19 AM Administrator
Ticket #00793383

Short Description: SuperScreen Note
Create Date: 10/11/2006 6:00:19 AM
Remarks:
10/11/2006 6:00:19 AM Administrator
UNIQUE TRUCK ROLL CHARGE 0.000000001200
CHARGE SUBMITTED TO DISC
TICKET #00793383
NUMBER OF HOURS 100

Short Description: SuperScreen Note

Create Date: 10/5/2006 4:32:34 PM

Remarks:

10/5/2006 4:32:34 PM apiuser
residences TT # 793383 checking number at prem.

Assigned To: afagan

Caller's Name: internal

Short Description: SuperScreen Note

Create Date: 9/22/2006 9:06:28 AM

Remarks:

9/22/2006 9:06:28 AM apiuser
overhead on 793383

Assigned To: afagan

Caller's Name: internal

Short Description: SuperScreen Note

Create Date: 9/20/2006 1:42:25 PM

Remarks:

9/20/2006 1:42:25 PM apiuser
tag and locate TT # 787205

Assigned To: afagan

Caller's Name: internal

Short Description: SuperScreen Note

Create Date: 9/20/2006 1:40:40 PM

Remarks:

9/20/2006 1:40:40 PM apiuser
locate TT # 787205

Assigned To: afagan

Caller's Name: internal

Short Description: SuperScreen Note

Create Date: 9/20/2006 1:26:37 PM

Remarks:

9/20/2006 1:26:37 PM apiuser
said that he wants 2 line ported from AT&T (330-724-5521 and 330-896-8500) and swapped with numbers that are not being used.

Assigned To: afagan

Caller's Name: Kieth

Short Description: SuperScreen Note

Create Date: 9/20/2006 9:33:05 AM

Remarks:

9/20/2006 9:33:05 AM apiuser
overhead on 793383

Assigned To: afagan

Caller's Name: internal

Short Description: SuperScreen Note

Create Date: 9/19/2006 3:06:32 PM

Remarks:

9/19/2006 3:06:32 PM apiuser
called left message on cell # 330-495-1111

Assigned To: afagan

Caller's Name: dr ungar

Short Description: SuperScreen Note

Assigned To: afagan

Create Date: 9/19/2006 1:20:31 PM
Caller's Name:
Remarks:
9/19/2006 1:20:31 AM Administrator
ADV THAT HE MAILE DOUT PAYMENT OVER THE WEEKEND DID NOT HAVE CHECK # SO NO PAR SETUP NC-MR

Short Description: SuperScreen Note

Assigned To: nco_08

Create Date: 9/19/2006 1:20:31 PM

Caller's Name: KEITH

Remarks:

9/19/2006 1:20:31 PM apluser

ADV THAT HE MAILE DOUT PAYMENT OVER THE WEEKEND DID NOT HAVE CHECK # SO NO PAR SETUP NC-MR

Short Description: SuperScreen Note
Create Date: 9/18/2006 10:13:15 AM
Assigned To: afagan
Caller's Name: Keith
Remarks:
9/18/2006 10:13:15 AM apluser
faxed copy of contracts.

Short Description: SuperScreen Note

Assigned To: afagan

Create Date: 9/18/2006 10:13:15 AM

Caller's Name: internal

Remarks:

9/18/2006 10:13:15 AM apluser

faxed copy of contracts.

Short Description: SuperScreen Note
Create Date: 9/18/2006 9:45:13 AM
Assigned To: mfagan
Caller's Name: Keith
Remarks:
9/18/2006 9:45:13 AM mfagan
Transferred call to CDR - AFagan
Client called to question etp's and lines that he has, Several are not used. I advised that we do not track the use of the lines but that I could xfer to cam to discuss the added costs of etp's etc.

Short Description: Transfer > CDR

Assigned To: mfagan

Create Date: 9/18/2006 9:45:13 AM

Caller's Name: Keith

Remarks:

9/18/2006 9:45:13 AM mfagan

Transferred call to CDR - AFagan

Client called to question etp's and lines that he has, Several are not used. I advised that we do not track the use of the lines but that I could xfer to cam to discuss the added costs of etp's etc.

Short Description: SuperScreen Note
Create Date: 9/12/2006 11:15:51 AM
Assigned To: nco_08
Caller's Name: Keith
Remarks:
9/12/2006 11:15:51 AM apluser
ADV THAT HE MAILE DOUT PAYMENT OVER THE WEEKEND DID NOT HAVE CHECK # SO NO PAR SETUP NC-MR

Short Description: Saville Note
Create Date: 9/12/2006 5:43:17 AM
Remarks:

Assigned To: cormotes
Caller's Name:

9/13/2006 5:17:09 AM Administrator
Sent Reminder letter 791.10
ACCT - U2

Short Description: SuperScreen Note
Create Date: 9/30/2006 5:48:11 AM
Remarks:

Assigned To: afagan
Caller's Name: receptionist

Short Description: Add/Modify Product/Service > Calling Features
Create Date: 5/22/2006 4:10:34 PM
Remarks:

Assigned To: eles
Caller's Name: Tina

5/22/2006 4:10:34 PM eles

Tina called in saying that they do NOT have 1729 hooked up internally and callers are intermittently going to RNA when calls hit it. I removed it from the hunt and updated TBS records with Ebony to reflect the new order per her phone system 7246, 9288, 3200, 7600 and back to the beginning in a circular group. I also toggled off the /CFDAAC on all lines in the hunt except line 1 per her request. She didn't even know that they had V-mail. I instructed her how to use that.

Short Description: Eronan Gilson Product Service > Exchange
Create Date: 5/22/2006 4:05:47 PM
Remarks:

Assigned To: elanvelli
Caller's Name: Eric in repair

5/22/2006 4:05:47 PM elanvelli

Eric requested that I place a record on line 1 in the hunt group

circle hunt

330-644-3246

330-644-9288

330-644-3200

330-644-7600

330-644-7246

330-644-7246

330-644-7246

330-644-7246

330-644-7246

330-644-7246

330-644-7246

330-644-7246

Short Description: SuperScreen Note
Create Date: 2/21/2006 1:16:27 PM
Remarks:

Assigned To: afagan
Caller's Name: receptionist

2/21/2006 1:16:27 PM apiuser
left contact info

Short Description: Saville Note
Create Date: 10/28/2005 6:00:21 AM
Assigned To: cymotes
Caller's Name:
Remarks:
10/28/2005 6:00:21 AM Adminstrator
UNIQUE TICKET CHARGE ID# 0000000255744
CHARGE SUBMITTER myanhook
TICKET # 330-644-9292
NO BILL HOUR 3:00
NOTES 330-644-9292

Short Description: External Dispatch Charge
Create Date: 10/28/2005 6:00:21 AM
Remarks:

Assigned To: myanhook
Caller's Name: kathy

10/28/2005 6:00:21 AM Administrator
330-644-9292 Ticket #00661765

Short Description: SuperScreen Note
Create Date: 10/21/2005 12:39:24 PM
Assigned To: hco007
Caller's Name:
Remarks:
10/21/2005 12:39:24 PM Adminstrator
ACCT - U2

Short Description: Saville Note
Create Date: 10/12/2005 5:49:51 AM
Remarks:

Assigned To: cymotes
Caller's Name:

10/13/2005 5:18:36 AM Administrator
Sent Reminder letter
ACCT - U2

Short Description: Saville Note
Create Date: 8/25/2005 2:32:13 PM
Assigned To: cymotes
Caller's Name:
Remarks:
8/25/2005 2:32:13 PM Adminstrator
Sent Reminder letter
ACCT - U2

Short Description: SuperScreen Note
Create Date: 8/25/2005 2:32:13 PM
Remarks:

Assigned To: sbrewer
Caller's Name: keith

8/25/2005 2:32:13 PM apiuser
lft msg for anniversary call.

Short Description: Explain current Product/Service - Voice Mail
Create Date: 5/2/2005 4:11:48 PM
Assigned To: sbrewer
Caller's Name: kathy
Remarks:
5/2/2005 4:11:48 PM sbrewer
Reviewed voice mail for all 5 functions provided.

Short Description: SuperScreen Note
Create Date: 5/31/2005 4:54:29 PM
Remarks:

Assigned To: sbrewer
Caller's Name: kathy

5/31/2005 4:54:29 PM apiuser
Spoke w/ Kathy- she said that line #2 is having static..
She said that it is not internal... Line - 330 644 9280 IS HAVING THE STATIC... CALLING CLIENT SERVICE.

Short Description: Order Product/Service - Exchange
Create Date: 5/27/2005 4:48:28 PM
Assigned To: a.licht
Caller's Name: DR-ONGAR
Remarks:
5/27/2005 4:48:28 PM a.licht
Dr. Licht will be calling to see if the auto. renewal date has been placed on the 5/28/05. Dr. Licht will be calling to see if the auto. renewal date has been placed on the 5/28/05. Dr. Licht will be calling to see if the auto. renewal date has been placed on the 5/28/05.

Short Description: Client Initiated > Notice of Payment Made
Create Date: 3/28/2005 5:03:29 PM
Remarks:

Assigned To: mseeley
Caller's Name: Cathy

3/28/2005 5:03:29 PM mseeley
cc pymt \$346.50 - Auth Code: 423545

Short Description: Saville Note
Create Date: 3/12/2005 5:54:02 AM
Assigned To: cormotes
Caller's Name:
Remarks:
3/12/2005 5:54:02 AM cormotes
Sent reminder letter
ACCT - U2

Short Description: Saville Note
Create Date: 3/12/2005 5:54:02 AM
Remarks:

Assigned To: cormotes
Caller's Name:

3/15/2005 6:17:43 AM Administrator
Sent Reminder letter
ACCT - U2

Short Description: SuperScreen Note
Create Date: 5/2/2005 4:22:11 PM
Assigned To: sbrewer
Caller's Name: kathy
Remarks:
5/2/2005 4:22:11 PM sbrewer
Reviewed voice mail for all 5 functions provided.

Short Description: Explain Current Product/Service > Voicemail

Create Date: 12/8/2004 9:35:33 AM

Remarks:

12/8/2004 9:35:33 AM jjeske

Reviewed voicemail capabilities/functionality with client.

Assigned To: jjeske

Caller's Name: Jackie

Short Description: Saville Note

Create Date: 9/29/2004 12:46:11 PM

Remarks:

9/29/2004 12:46:11 PM Administrator

UNIQUE TRUCK ROLL CHARGE TO 00000000000000000000

CHARGE SUPPLEMENTARY CHARGE

TICKET # 00505624

NUMBER OF CHARGES 00

00000000

Assigned To: jjeske

Caller's Name: Jackie

Short Description: External Dispatch Charge

Create Date: 9/29/2004 6:00:16 AM

Remarks:

9/29/2004 6:00:16 AM Administrator

Ticket #00505624

Assigned To: breynolds

Caller's Name: jackie

Short Description: Status - Trouble Ticket Status

Create Date: 9/29/2004 10:45:05 AM

Remarks:

9/29/2004 10:45:05 AM Administrator

9/29/2004 10:45:05 AM Administrator

Assigned To: breynolds

Caller's Name: JACKIE

Short Description: Sales/Check Up > No Current Opportunity

Create Date: 5/6/2004 2:41:37 PM

Remarks:

5/6/2004 2:41:37 PM sbrewer

LFT MSG FOR KEITH TO CALL ME.

Assigned To: sbrewer

Caller's Name: KEITH

Short Description: Add/Modify Product/Service/Calling Feature

Create Date: 7/23/2004 1:38:31 PM

Remarks:

7/23/2004 1:38:31 PM Administrator

Assigned To: sbrewer

Caller's Name: hance sales

Short Description: Explain Current Product/Service > Feature

Create Date: 3/24/2004 3:24:37 PM

Remarks:

Assigned To: bhnllcka

Caller's Name: RYKA

3/24/2004 3:24:37 PM bhnllicka

Ryka called requesting how to do the call forward ... *72 then dial the # to be forwarded to ... If no one answers ... repeat and it will be forwarded ... *73 to deactivate.

Short Description: Order Status > Feature
Create Date: 3/24/2004 3:05:01 PM
Assigned To: bhnllicka
Caller's Name: Ryka
Remarks:
3/24/2004 3:24:37 PM bhnllicka
Ryka called requesting how to do the call forward ... *72 then dial the # to be forwarded to ... If no one answers ... repeat and it will be forwarded ... *73 to deactivate.

Short Description: Explain Current Product/Service > Other

Assigned To: swielgus

Create Date: 3/5/2004 4:00:10 PM

Caller's Name: RYKA

Remarks:

3/5/2004 4:00:10 PM swielgus

Per pc with Ryka calling in to cancel the forwarding on 330-645-7600

I have placed order in TBS

Short Description: Add/Modify Product/Service > Calling Features
Create Date: 1/22/2004 12:59:02 PM
Assigned To: tchristenson
Caller's Name: Ryka
Remarks:
1/22/2004 12:59:02 PM tchristenson
Ryka called requesting how to do the call forward ... *72 then dial the # to be forwarded to ... If no one answers ... repeat and it will be forwarded ... *73 to deactivate.

Short Description: Add/Modify Product/Service > Calling Features

Assigned To: cbonnin

Create Date: 1/22/2004 12:29:45 PM

Caller's Name: Ryka

Remarks:

1/22/2004 12:29:45 PM cbonnin

client called to change the hunt group, placed tbs order

Short Description: Billing > Address/Name/Usage
Create Date: 1/22/2004 12:13:48 PM
Assigned To: tchristenson
Caller's Name: Keith
Remarks:
1/22/2004 12:13:48 PM tchristenson
Keith called requesting how to do the call forward ... *72 then dial the # to be forwarded to ... If no one answers ... repeat and it will be forwarded ... *73 to deactivate.

Short Description: Explain Current Product/Service > Other

Assigned To: tchristenson

Create Date: 1/22/2004 12:13:48 PM

Caller's Name: Reiche

Remarks:

1/22/2004 12:13:48 PM tchristenson

advised that Keith wld need to cb to make changes and discuss acct.

Short Description: Explain Current Product/Service > Other
Create Date: 1/22/2004 12:13:48 PM
Assigned To: tchristenson
Caller's Name: Reiche

Remarks:

Short Description: Explain Current Product/Service > Other

Create Date: 7/31/2003 1:53:26 PM

Remarks:

7/31/2003 1:53:26 PM jjeske

Client having trouble dialing international went over instructions also gave them 10 10 288 00 for international directory assistance

7/31/2003 2:10:50 PM jjeske

Status set to Closed.

Assigned To: jjeske

Caller's Name: Keith Ungar

Short Description: Explain Current Product/Service > Other

Create Date: 7/11/2003 11:23:18 PM

Remarks:

7/11/2003 11:23:18 PM jjeske

Client called to ask about international service

Assigned To: jjeske

Caller's Name: jjeske

Short Description: Sales/Check Up > Opportunity Discussed

Create Date: 7/11/2003 10:55:58 AM

Remarks:

7/11/2003 10:55:58 AM lprevost

discussed new line

Assigned To: lprevost

Caller's Name: Ryka

Short Description: Listing > Add

Create Date: 7/6/2003 11:53:19 AM

Remarks:

7/6/2003 11:53:19 AM jjeske

Client requested to be added to the listing. I will add it. I will also send request to remove forwarding number.

Assigned To: jjeske

Caller's Name: KEITH UNGAR

Short Description: Sales/Check Up > No Current Opportunity

Create Date: 4/23/2003 10:57:08 AM

Remarks:

4/23/2003 10:57:08 AM khill

called ketih to intro self as rep left a message

Assigned To: khill

Caller's Name: keith

Short Description: Explain Current Product/Service > Exchange

Create Date: 11/26/2002 12:28:10 PM

Remarks:

11/26/2002 12:28:10 PM jjeske

Client called to ask about international service

Assigned To: jjeske

Caller's Name: KEITH UNGAR

OCT. 30. 2006 3:04PM

CHOICE ONE

NO. 434

P. 5

LETTER OF AGENCY

1. Subscriber's billing name:

Center for Natural Medicine

2. Subscriber's billing address:

2828 S. Arlington Rd Akron, OH 44312

3. Each telephone number to be covered by the preferred carrier change order (list all numbers):

330-724-5521, 330-896-8500,Existing Numbers: 330-245-1729, 330-475-0065, 330-475-0058, 330-644-1148,

4. By submitting this LOA, I:

330-644-7240, 330-644-9298, 330-644-9292, 330-645-3200,
330-645-7000

- A. authorize Choice One Communications Inc. and/or its subsidiaries and/or authorized agents (collectively "Choice One") to act as my agent for the purpose of taking all actions hereunder in connection with my preferred carrier change;
- B. warrant that I am free of any third-party obligation preventing me from doing so, and that I have the legal authority to execute this LOA;
- C. desire to make Choice One my preferred carrier;
- D. understand that only one carrier may be designated as my interstate or interLATA preferred interexchange carrier for any one telephone number;
- E. understand that Choice One, my preferred carrier, will be the carrier directly setting my rates;
- F. authorize Choice One to notify all appropriate parties, including my current local and/or long distance telephone company(ies), of this decision and to make the necessary changes for my current and future services without further permission;
- G. direct my chosen intraLATA and/or intrastate/interstate/international long distance company(ies), if not Choice One, to comply with Choice One's current applicable access tariff(s). Choice One may obtain any records from my local, state, interstate, intraLATA long distance, and/or intrastate/interstate/international long distance phone company(ies) necessary to provide these services;
- H. may be charged a tariffed fee for changing my long distance and/or local phone company(ies), and I understand that I may inquire of Choice One what fees, if any, will apply to these changes;
- I. authorize Choice One and/or its authorized agents to make any and all inquiries necessary for the purpose of obtaining credit information.

Client Name:

Kenn S. Choate

Client Authorized Signature:

[Signature]

Print Name & Title:

Kenn S. Choate Pres



Monthly Statement

Apr 8 - May 7, 2006

Bill-At-A-Glance

Previous Bill	1,851.89
Payment Received 4/26 - Thank You!	1,851.89 CR
Adjustments	.00
Balance	.00
Current Charges	268.57

Total Amount Due \$268.57

Current Charges Due Upon Receipt

FINAL BILL

Billing Summary

Questions? Call:

Plans and Services 247.72
1-800-704-5500
Repair Service:
1-800-727-2273
Telecommunications Relay System:
1-800-750-0750

AT&T Long Distance 20.85
1-800-704-5500

Total of Current Charges 268.57

News You Can Use - Summary

- PREVENT DISCONNECT
 - FINAL NOTICE
 - PAYMENT & INQUIRIES
 - CALLING CARDS
 - OUR NAME HAS CHANGED
- See "News You Can Use" for additional information.

Return bottom portion with your check in the enclosed envelope.

HEALTHFIRST
2828 S ARLINGTON RD
AKRON, OH 44312-4716

Page 1 of 4
Account Number 330 896-8500 996 9
Billing Date May 7, 2006

Web Site att.com

Invoice Number 330896850006

Plans and Services

Additions and Changes to Service

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

Item No.	Description	Quantity	Monthly Rate	Amount Billed
Date: Apr 20, 2006				
Order Number D1653772899				
Credit for Services Billed in Advance, Disconnected on Apr 20, 2006				
1.	Basic Voice Mail	1	14.95	7.97CR
2.	Additional Directory Listing	1	3.00	1.80CR
3.	CO Termination With Touchtone	2	4.60	2.46CR
4.	Busy Line Transfer	1	.60	.32CR
5.	Alternate Answering	1	.60	.32CR
6.	Foreign Additional Listing	1	3.00	1.60CR
7.	Foreign Additional Listing	1	3.00	1.60CR
8.	LINE-BACKER®	4	27.00	14.84CR
9.	Msg Wtg Audible & Visual Ind	1	.25	.13CR
10.	CO Termination With Touchtone	3	18.00	9.60CR
11.	Custom BizSaver Unlimited 5Ln	1	146.95	78.37CR
12.	9-1-1 Service Charge	5	.60	.30CR
13.	Voice Messaging Discount	1	.45	.24
14.	Federal USF - Multi - Line-BUS	5	4.15	2.20CR
15.	Federal Access Charge	5	26.95	14.35CR
16.	Charge For Balance of Contract Terminated on Apr 19, 2006			367.37
Total Charges for Order Number D1653772899				231.95

Date: Apr 26, 2006

Order Number C1653772901

Services Changed

Credits for Services Removed

(Monthly Charges were Billed in Advance and
are Prorated from Apr 27, 2006 to May 7, 2006)

17.	Custom 800 Service	1	17.50	5.83CR
Total Credits for Order Number C1653772901				5.83CR
Total Additions and Changes to Service				226.12

Local Calls

Custom Biz Saver Local

135 Call(s) were placed this month

800 Service

Success 800 Service - 800 795-4899

Actual Hours Used .0

Number of Messages 2

Hours at 15 Seconds per Message .0

Billable Hours .0

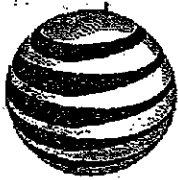
Charge for .0 Hour(s) at \$17.50 each .00

EXHIBIT

3

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

U.S. Pat. D410,950 and D414,510



at&t

HEALTHFIRST
2828 S ARLINGTON RD
AKRON, OH 44312-4716

Page 2 of 4
Account Number 330 896-8500 996 9
Billing Date May 7, 2006

Invoice Number 330896850005

Plans and Services

800 Service - Call Details

No.	Date	Time	Place Called	Number	Min
Success 800 Call Detail					
Calls Charged to 800 795-4899					
1	04-14	613P	AKRON OH	330 784-4741	:15
2	04-18	350P	GREENSBURGH OH	330 896-7166	:21

Taxes

Federal at 3%	7.47
Sales at 6.25%	14.13
Total Taxes	21.60

Total Plans and Services 247.72

AT&T Long Distance

Message Regarding Terms & Conditions:

To view your Terms & Conditions for AT&T Long Distance, access www.sbc.com/public_affairs or call 1-888-225-8530 to have a copy mailed.

Invoice Summary

(as of April 22, 2006)

Current Charges	
Service Charges	.00
Credits and Adjustments	.00
Call Charges	18.38
Surcharges and Other Fees	.69
Taxes	1.78
Total Invoice Summary	20.85

Summary of Calling Plan

Calling Summary for Bus Dom Svr 1Y

Your contract term is from 08/18/2005 to 08/18/2008.

Monthly Commitment is 5.95

You have met 12.83 of your Minimum

Monthly Commitment.

We have accumulated this amount from 03/21/2006 to 04/20/2006.

Call Charges - Mar 21st thru Apr 20th

Calls for 330-896-7166

Domestic

No.	Date	Time	Place Called	Number	Code	Min	Amount
1	3-21	440P	CANTON OH	330 495-1111	D	0:30	.03
2	3-21	448P	CANTON OH	330 495-1111	D	0:31	.03
3	3-24	1129A	CANALFULTN OH	330 854-5807	D	3:02	.18
4	3-25	1010A	CANALFULTN OH	330 854-3929	D	3:25	.21
5	3-28	858A	CANTON OH	330 495-1111	D	0:55	.08
6	3-29	1139A	CANALFULTN OH	330 854-5807	D	0:50	.05
7	3-29	225P	CANTON OH	330 704-4512	D	0:53	.05
8	3-29	228P	CANALFULTN OH	330 854-5770	D	0:30	.03
9	3-29	446P	CANALFULTN OH	330 854-5807	D	8:49	.41
10	4-01	1058A	CANALFULTN OH	330 854-5807	D	0:48	.05
11	4-04	857A	CANALFULTN OH	330 854-3929	D	0:30	.03

Invoice Billing - Continued

No.	Date	Time	Place Called	Number	Code	Min	Amount
12	4-04	359P	CANTON OH	330 495-1111	D	0:30	.03
13	4-04	445P	CANTON OH	330 495-1111	D	8:33	.51
14	4-05	537P	CLIFFSIDE NJ	201 945-1388	D	0:30	.03
15	4-05	539P	JERSEY CITY NJ	201 388-4590	D	0:36	.04
16	4-10	1125A	HACKENSACK NJ	201 362-3308	D	0:36	.04
17	4-10	321P	HACKENSACK NJ	201 362-3308	D	0:30	.03
18	4-11	515P	CANALFULTN OH	330 854-5807	D	1:23	.08
19	4-14	1202P	CANALFULTN OH	330 854-4938	D	2:27	.15
20	4-15	945A	CANTON OH	330 495-1111	D	0:31	.03
21	4-15	1207P	CANALFULTN OH	330 854-5807	D	0:30	.03
22	4-18	446P	CANTON OH	330 495-1111	D	0:30	.03
23	4-19	500P	CANALFULTN OH	330 854-5807	D	0:30	.03
24	4-19	607P	CANTON OH	330 495-1111	D	0:30	.03

Subtotal Domestic Calls for 330-896-7166 2.19

Total Domestic Calls for 330-896-7166 2.19

Total Calls for 330-896-7166 2.19

Calls for 330-896-7170

Domestic

No.	Date	Time	Place Called	Number	Code	Min	Amount
25	3-18	1032A	ATWATER OH	330 947-2538	D	0:30	.03
26	3-20	442P	CANALFULTN OH	330 854-5807	D	2:08	.13
27	3-21	539P	CANTON OH	330 495-1111	D	8:00	.48
28	3-22	821A	CLEVELAND OH	216 623-8785	D	3:29	.21
29	3-22	1218P	CANALFULTN OH	330 854-5807	D	0:44	.04
30	3-22	338P	CANALFULTN OH	330 854-5807	D	12:33	.75
31	3-24	1132A	JERSEY CITY NJ	201 388-4590	D	2:03	.12
32	3-25	946A	CANALFULTN OH	330 854-5807	D	0:50	.05
33	3-28	1034A	CLEVELAND OH	216 623-8785	D	2:58	.18
34	3-28	1121A	CANALFULTN OH	330 854-5807	D	0:58	.06
35	3-28	441P	CANALFULTN OH	330 854-5807	D	5:41	.34
36	3-29	1053A	CANALFULTN OH	330 854-5807	D	3:01	.18
37	3-29	1131A	MASSILLON OH	330 833-4134	D	8:14	.49
38	3-29	303P	CANALFULTN OH	330 854-4814	D	0:59	.08
39	3-29	544P	CANALFULTN OH	330 854-9603	D	0:30	.03
40	3-31	511P	CANALFULTN OH	330 854-5807	D	7:29	.45
41	3-31	602P	MOGADORE OH	330 628-9343	D	0:30	.03
42	4-01	1024A	KENT OH	330 677-1958	D	0:47	.05
43	4-01	1156A	KENT OH	330 678-3555	D	0:30	.03
44	4-03	1039A	CANALFULTN OH	330 854-5807	D	4:28	.27
45	4-03	1152A	COLUMBUS OH	614 762-4732	D	0:30	.03
46	4-03	1244P	CLEVELAND OH	216 641-3345	D	4:47	.29
47	4-03	530P	CANALFULTN OH	330 854-5807	D	0:59	.06
48	4-04	337P	CANALFULTN OH	330 854-5807	D	0:54	.05
49	4-05	1029A	CANALFULTN OH	330 854-5807	D	0:30	.03
50	4-05	452P	CANALFULTN OH	330 854-5807	D	1:32	.09
51	4-05	538P	WADSWORTH OH	330 334-6890	D	0:35	.04
52	4-05	539P	CANTON OH	330 455-5433	D	0:30	.03
53	4-05	648P	RICHFIELD OH	330 859-4299	D	0:59	.06
54	4-10	1213P	COLUMBUS OH	614 485-3001	D	3:27	.21
55	4-10	400P	CLEVELAND OH	216 787-3045	D	2:44	.16
56	4-11	433P	CANALFULTN OH	330 854-5807	D	1:20	.08
57	4-11	535P	CANALFULTN OH	330 854-5807	D	0:30	.03
58	4-14	1022A	CANALFULTN OH	330 854-5807	D	9:01	.54
59	4-14	1200P	CANALFULTN OH	330 854-5807	D	0:30	.03



at&t

HEALTHFIRST
2828 S ARLINGTON RD
AKRON, OH 44312-4716

Page 3 of 4
Account Number 330 896-8500 996 9
Billing Date May 7, 2006

Invoice Number 330896850005

AT&T Long Distance

Invoice Billing - Continued

No.	Date	Time	Place Called	Number	Code	Min	Amount
1	4-14	428P	CANALFULTN OH	330 854-5807	D	0:30	.03
2	4-14	604P	CANTON OH	330 353-2108	D	0:30	.03
3	4-17	251P	JERSEY CITY NJ	201 388-4890	D	0:30	.03
4	4-18	936A	CLEVELAND OH	216 623-8765	D	3:30	.21
5	4-18	1208P	MASSILLON OH	330 830-4164	D	0:30	.03
6	4-19	930A	MEDINA OH	330 723-2200	D	0:52	.05
7	4-19	942A	CANTON OH	330 450-9928	D	0:57	.08
8	4-19	943A	CLEVELAND OH	216 623-8765	D	8:39	.40

Subtotal Domestic Calls for 330-896-7170 6.55

Total Domestic Calls for 330-896-7170 6.55

International

No.	Date	Time	Place Called	Number	Code	Min	Amount
9	4-17	1010A	LUXEMBURG	35226315760	T	1:00	5.55

Subtotal International Calls for 330-896-7170 5.55

Total International Calls for 330-896-7170 5.55

Total Calls for 330-896-7170 12.10

Calls for 330-896-8383

Domestic

No.	Date	Time	Place Called	Number	Code	Min	Amount
10	3-27	1224P	CLEVELAND OH	216 641-3423	D	4:24	.26
11	3-28	935A	NO HAMPTON OH	937 964-0298	D	0:34	.03
12	3-28	1008A	NO HAMPTON OH	937 964-0298	D	0:31	.03
13	3-28	1010A	NO HAMPTON OH	937 964-0298	D	0:34	.03
14	3-28	1038A	NO HAMPTON OH	937 964-0298	D	0:34	.03
15	3-28	332P	NO HAMPTON OH	937 964-0298	D	0:34	.03
16	3-28	339P	NO HAMPTON OH	937 964-0298	D	0:34	.03
17	3-28	338P	NO HAMPTON OH	937 964-0298	D	1:15	.08
18	3-28	436P	NO HAMPTON OH	937 964-0298	D	0:41	.04
19	3-28	448P	NO HAMPTON OH	937 964-0298	D	0:31	.03
20	4-03	1245P	COLUMBUS OH	614 485-3038	D	2:21	.14
21	4-03	1243P	COLUMBUS OH	614 485-3038	D	2:07	.13
22	4-03	1251P	CLEVELAND OH	216 641-3423	D	3:23	.20
23	4-04	512P	COLUMBUS OH	614 229-5296	D	1:02	.06
24	4-04	514P	COLUMBUS OH	614 229-5296	D	1:17	.08
25	4-11	1224P	CLEVELAND OH	216 641-3423	D	1:09	.07
26	4-11	1244P	CLEVELAND OH	216 641-3428	D	0:30	.03
27	4-11	1245P	CLEVELAND OH	216 641-3423	D	1:10	.07

Subtotal Domestic Calls for 330-896-8383 1.37

Total Domestic Calls for 330-896-8383 1.37

Total Calls for 330-896-8383 1.37

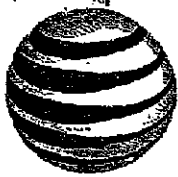
Calls for 330-896-8500

Domestic

No.	Date	Time	Place Called	Number	Code	Min	Amount
28	3-20	1103A	CANALFULTN OH	330 854-3929	D	0:35	.04
29	3-20	1220P	CANALFULTN OH	330 854-3929	D	0:30	.03

Invoice Billing - Continued

No.	Date	Time	Place Called	Number	Code	Min	Amount
30	3-21	839A	CANALFULTN OH	330 854-3929	D	0:30	.03
31	3-21	908A	CANTON OH	330 704-4526	D	0:30	.03
32	3-22	1248P	CANALFULTN OH	330 854-3929	D	0:58	.06
33	3-25	1149A	KENT OH	330 678-3555	D	0:30	.03
34	3-27	1118A	CANALFULTN OH	330 854-3929	D	0:30	.03
35	3-27	222P	CANALFULTN OH	330 854-3929	D	0:40	.04
36	3-27	319P	CANALFULTN OH	330 854-3929	D	2:02	.12
37	3-27	445P	HARTVILLE OH	330 877-8634	D	0:30	.03
38	3-27	600P	HARTVILLE OH	330 877-8634	D	0:30	.03
39	3-28	1037A	CANALFULTN OH	330 854-3929	D	1:54	.11
40	3-29	1045A	CANALFULTN OH	330 854-3929	D	0:30	.03
41	3-29	1135A	CANALFULTN OH	330 854-3929	D	0:30	.03
42	3-29	438P	HARTVILLE OH	330 877-8634	D	0:30	.03
43	3-29	440P	CANTON OH	330 417-8804	D	0:30	.03
44	3-31	518P	RICHFIELD OH	330 859-4299	D	0:38	.04
45	4-03	1011A	HARTVILLE OH	330 877-8859	D	0:30	.03
46	4-03	1202P	CANALFULTN OH	330 854-3929	D	0:30	.03
47	4-03	344P	KENT OH	330 677-1983	D	0:30	.03
48	4-03	458P	MOGADORE OH	330 628-9101	D	0:30	.03
49	4-03	518P	HARTVILLE OH	330 877-8859	D	0:30	.03
50	4-04	806A	CANALFULTN OH	330 854-3929	D	0:30	.03
51	4-04	950A	KENT OH	330 677-1958	D	0:30	.03
52	4-04	1041A	CANALFULTN OH	330 854-3929	D	3:18	.20
53	4-05	911A	CANTON OH	330 455-5433	D	0:30	.03
54	4-05	918A	CANALFULTN OH	330 854-3929	D	0:33	.03
55	4-07	1241P	KENT OH	330 677-1958	D	1:07	.07
56	4-10	1027A	CANALFULTN OH	330 854-3929	D	0:30	.03
57	4-10	1129A	CANALFULTN OH	330 854-3929	D	0:30	.03
58	4-11	834A	ATHLETIC OH	330 947-0301	D	0:30	.03
59	4-11	838A	CANALFULTN OH	330 854-3929	D	1:08	.07
60	4-11	1018A	CANALFULTN OH	330 854-3929	D	2:48	.17
61	4-12	952A	CANALFULTN OH	330 854-3929	D	1:01	.06
62	4-12	954A	MOGADORE OH	330 628-5615	D	0:30	.03
63	4-12	113P	CANTON OH	330 704-4526	D	1:51	.11
64	4-14	1011A	CANALFULTN OH	330 854-3929	D	1:06	.07
65	4-14	321P	CANTON OH	330 704-4526	D	0:34	.03
66	4-14	455P	MOGADORE OH	330 628-5615	D	0:30	.03
67	4-15	948A	CANALFULTN OH	330 854-3929	D	0:38	.04
68	4-15	954A	KENT OH	330 677-1958	D	0:30	.03
69	4-15	1101A	KENT OH	330 677-1958	D	0:30	.03
70	4-15	1201P	KENT OH	330 677-1958	D	0:30	.03
71	4-18	821A	CANALFULTN OH	330 854-3929	D	0:30	.03
72	4-18	847A	CANALFULTN OH	330 854-3929	D	0:30	.03
73	4-18	519P	CANTON OH	330 938-7661	D	0:47	.05
74	4-19	1030A	CANALFULTN OH	330 854-1834	D	0:30	.03
75	4-19	1033A	CANTON OH	330 938-7661	D	2:59	.18
76	4-19	1130A	CANALFULTN OH	330 854-3929	D	0:30	.03
77	4-19	1155A	RAVENNA OH	330 281-7223	D	0:30	.03
78	4-19	1228P	CANALFULTN OH	330 854-3929	D	3:31	.21



at&t

HEALTHFIRST
2828 S ARLINGTON RD
AKRON, OH 44312-4716

Page 4 of 4
Account Number 330 896-8500 886 9
Billing Date May 7, 2006

Invoice Number 330896850005

AT&T Long Distance

Invoice Billing - Continued

No.	Date	Time	Place Called	Number	Code	Min	Amount
1	4-19	321P	HARTVILLE OH	330 354-7872	D	1:00	.08
Subtotal Domestic Calls for 330-896-8500							2.72
Total Domestic Calls for 330-896-8500							2.72
Total Calls for 330-896-8500							2.72
Total Call Charges							18.38
Surcharges and Other Fees							
2	Fed Universal Service Fund						.65
3	Federal Regulatory Fee						.04
Total Surcharges and Other Fees							.69
Taxes							
4	Federal						.57
5	State						1.08
6	Municipal						.15
7	Non Home State						.00
Total Taxes							1.78
Total Invoice Charges							20.85
Key for Calling Codes:							
A Anytime		B Collect		C Calling Card			
D Day		E Evening		F Call Forwarding			
H Third Number		I Special Intrastate		L Late Night			
M Multiple Rate Period		N Night/Weekend		P Person to Person			
O Operator Completed - Dial Rates Apply		S Station to Station		T Discount Overseas			
R Standard Overseas		Y Economy Overseas		3 Three Way			
X Conference							
Total AT&T Long Distance							20.85

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 \$247.72.

CALLING CARDS

Please note that all calling cards assigned to this account are now void and should be destroyed.

FINAL NOTICE

Disregard this notice if your full payment has been sent. If we do not receive payment in full in the next five days, this matter will be referred to a collection agency and may be subject to necessary legal action to secure payment.

OUR NAME HAS CHANGED

But our promise remains the same. We, at the new AT&T are here to deliver your world. And we promise to bring you the products and services you need to make the most of it. We're working hard to ensure our network is the most complete, secure and equipped to provide exactly what you need, exactly when you need it. The new AT&T. Your world. Delivered.

PAYMENT & INQUIRIES

Allow 5 business days when paying by mail. You may also pay at an authorized agent or call 1-800-660-2626 to Charge by Phone. Nonpayment of toll 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 1-800-660-3000. If your complaint is not resolved after you have called AT&T, or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO), toll free at 1-800-688-7826 or for TDD/TTY toll free at 1-800-688-1570, 8:00 a.m. to 5:30 p.m. weekdays, or visit www.puco.ohio.gov.



at&t

DR WILLIAM S GANDEE
2950 S ARLINGTON RD
AKRON, OH 44306-4206

Page 1 of 3
Account Number 330 724-5521 521 0
Billing Date Apr 4, 2006

Web Site www.sbc.com

Invoice Number 330724552104

Monthly Statement

Mar 5 - Apr 4, 2006

pd 4-27-06
540.08

ck # 14617

Bill At-A-Glance

Previous Bill	349.00
Payment Received	540.00
Adjustment	10.00
Balance	0.00
Current Charges	540.08

Total Amount Due \$540.08

Current Charges Due on Bill By: APR 26, 2006

SBC Benefits

• Total SBC Savings 1.03

Plans and Services

Monthly Service - Apr 4 thru May 3

Charges for 330 724-5521
Monthly Charges 82.90
Federal Access Charge 5.39

Charges for 330 724-5522
Monthly Charges 30.70
Federal Access Charge 5.39

Charges for 330 724-5523
Monthly Charges 31.30
Federal Access Charge 5.39

Charges for 330 724-6470
Monthly Charges 33.40
Federal Access Charge 5.39

Charges for 330 724-9593
Monthly Charges 26.40
Federal Access Charge 5.39
Total Monthly Service 231.65

Additions and Changes to Service

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

Item	Quantity	Monthly Rate	Amount Billed
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Date: Apr 4, 2006

Order Number R9032165477

Effective Apr 1, 2006, your

Bill reflects an increase of

\$1.85 in your Monthly Service charges. Charges are prorated from Apr 1, 2006 thru Apr 3, 2006

1. Monthly Service	.19
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Local Calls

Local Calling Plus

Calling Area B

Minutes - Initial - 8:00am-9:00pm - Mon thru Fri

3 Minute(s) billed at \$.0406 each	.12
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Minutes - Additional

1 Minute(s) billed at \$.0104 each	.01
------------------------------------	-----

Total Usage for Calling Area B

Total Local Calling Plus Charges	.13
----------------------------------	-----

Billing Summary

Questions? Call:

Plans and Services 285.64
1-800-860-3000
Repair Service:
1-800-727-2273
Telecommunications Relay System:
1-800-750-0750

SBC SMARTpages.com 49.00
1-877-647-6278

SBC Yellow Pages 140.00
1-800-647-9000

Enhanced Services Billing, Inc 65.44
1-888-288-3724

Total of Current Charges 540.08

News You Can Use - Summary

- PREVENT DISCONNECT
- LONG DISTANCE INFO
- PAYMENT & INQUIRIES
- LOCAL TOLL INFO
- UNIVERSAL SVC FEE
- ENJOY THE VIEW

See "News You Can Use" for additional information.

Return bottom portion with your check in the enclosed envelope.

Local Services provided by SBC Illinois, SBC Ohio or SBC Wisconsin based upon

U.S. Pat. D410,850 and D414,510





at&t

DR WILLIAM S GANDEE
2050 S ARLINGTON RD
AKRON, OH 44306-4206

Page 2 of 3
Account Number 330 724-5521 521 0
Billing Date Apr 4, 2006
Invoice Number 330724552104

Plans and Services

Local Calls - Continued

678 Call(s) were placed with your Measured Line
365 Call(s) were allowed
313 Call(s) billed at \$.08 each
Total Local Calls

25.04
25.17

Local Toll

No.	Date	Time	Place Called	Number	Code	Min	
Itemized Calls							
1	3-06	529P	WILMOT	OH 330 359-7996	D	0:18#	.02
2	3-06	530P	WILMOT	OH 330 359-7996	D	0:24#	.03
3	3-29	408P	CANALFULTN	OH 330 864-6973	D	1:00#	.06
Total Itemized Calls							.11

(# Charge includes your Intralata Usage Special Rate Plan.)

Your Intralata Usage Special Rate Plan saved you \$1.03 this month.

Key for Calling Codes:
D Day

Total Local Toll .11

Surcharges and Other Fees

9-1-1 Emergency System	
Billed for Summit County	.60
Federal Universal Service Fee	4.15
Total Surcharges and Other Fees	4.75

Taxes

Federal at 3%	7.40
Sales at 6.25%	16.37
Total Taxes	23.77

Total Plans and Services 285.64

SBC SMARTpages.com

Miscellaneous Charges and Credits

This section of the bill reflects charges and/or credits applied to your account.

No.	Date	Description	
1	03-29	INTERNET YELLOW PAGES ADVERTISING	49.00
Total SBC SMARTpages.com			49.00

SBC Yellow Pages

Yellow Pages Advertising	
AKRON OH	99.00

White Pages Advertising

AKRON OH	41.00
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Total SBC Yellow Pages

140.00

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 \$289.65.

LOCAL TOLL INFO

Our records show that you have SBC OHIO or a company that resells services of SBC OHIO as your carrier for local toll service.

LONG DISTANCE INFO

FIRST COMM or a company that resells their service is your long distance carrier. You also have slamming protection, which prohibits a change of carrier without a specific request from you to lift the protection. To lift the slamming protection you must call or write your SBC local business office.

UNIVERSAL SVC FEE

Effective 4/1/06, the Federal Universal Service Fee increased. This fee supports telecommunication needs of low-income households, consumers living in high cost areas, schools, libraries and rural hospitals. Your current bill reflects the change. For more information please contact an AT&T Ohio Service Representative at the number listed on your bill. Thank you for choosing AT&T Ohio.

PAYMENT & INQUIRIES

Allow 5 business days when paying by mail. You may also pay at an authorized agent or call 1-800-660-2626 to Charge by Phone. Nonpayment of toll 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 1-800-660-3000. If your complaint is not resolved after you have called AT&T, or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO), toll free at 1-800-688-7826 or for TDD/TTY toll free at 1-800-688-1570, 8:00 a.m. to 5:30 p.m. weekdays, or visit www.puco.ohio.gov.

ENJOY THE VIEW

Visit att.com/hiz-eye-view3, the site that offers perspective on everything small business. With easy access to the latest news, expert advice, exclusive discounts and more, now you can stay in tune with the rest of the small business world, without having to take an eye off yours.



DR WILLIAM S GANDEE
2050 S ARLINGTON RD
AKRON, OH 44306-4206

Page 3 of 3
Account Number 330 724-5521 521 0
Billing Date Apr 4, 2006

Questions? 1-888-288-3724

Invoice Number 330724552104

Important Information

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

Miscellaneous Charges and Credits

This section of the bill reflects charges and/or credits applied to your account.

No. Date Description

BETTER BUSINESS ORGANIZATION

1	03-13	BETTER BUSINESS ORGANIZATION ISP	29.95
Total for BETTER BUSINESS ORGANIZATION			29.95

SBO-ONLINE.ORG

2	03-05	INTERNET SERVICE PROVIDER MONTHLY FEE	29.95
Total for SBO-ONLINE.ORG			29.95
Total Miscellaneous Charges and Credits			59.90

Taxes

Federal at 3%			1.80
Sales at 6.25%			3.74
Total Taxes			5.54

Total Enhanced Services Billing, Inc			65.44
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PURSUANT TO CIV. R. 63(D)(3) THE
CLERK OF COURTS SHALL SERVE
UPON ALL PARTIES NOT IN DEFAULT
FOR FAILURE TO APPEAR OR
COUNSEL OF RECORD NOTICE OF
THE MAGISTRATE'S DECISION AND
ITS DATE OF ENTRY UPON THE
JOURNAL

DANIEL M. HERRIGAN

2009 MAY 19 AM 11:51

SUMMIT COUNTY
CLERK OF COURTS

IN THE COURT OF COMMON PLEAS

COUNTY OF SUMMIT

KEITH S. UNGAR

Plaintiff

-vs-

BRIAN LONGWORTH, et al.

Defendants

CASE NO. CV 08 02 1528

JUDGE ROWLANDS
MAGISTRATE SHOEMAKER

MAGISTRATE'S DECISION

To the Honorable Mary Margaret Rowlands, Judge of the Court of Common Pleas,
Summit County, Ohio:

Pursuant to Civil Rule of Practice 53, Local Rule of Practice 18, and the Order of
Reference made in this case, the Magistrate hereby reports his Decision to the Court, based upon
the evidence and exhibits adduced at the hearing on the matter.

This matter came on for a hearing upon a limited Order of Reference before the
Magistrate on May 14, 2009. Present representing Keith S. Ungar, Plaintiff, was Attorney
Stephen J. Smith. Representing the Defendant, Brian Longworth, was Attorney Thomas A.
Skidmore. Representing Choice One Communications was Attorney Michael T. Dortch.



FINDINGS OF FACT

(1) In brief history, in April 2006 Drs. Ungar, Longworth and Gandee, licensed chiropractors in the state of Ohio, entered into a joint business venture where the three chiropractors would operate their business out of the offices of Dr. Ungar and in general share expenses as a result of this joint business venture, which at the hearing on May 14, 2009 was often referred to as a "partnership." The business commenced at Dr. Ungar's business location at 2828 S. Arlington Road, Akron, Summit County, Ohio, and operated for a brief period of time until Drs. Longworth and Gandee, for a multiplicity of reasons not before the Magistrate for resolution, decided to end that relationship.

(2) Involved in the immediate dispute is the ownership of Dr. Brian Longworth's original phone number, 330-896-8500. Such phone number stands, for account purposes, with Choice One Communications, Inc. in the name of the Plaintiff, Keith S. Ungar. Brian Longworth contests Dr. Ungar's ownership and says the phone number was never transferred over to Dr. Ungar, but rather remains his phone number.

(3) Brian Longworth testified at the hearing before the Magistrate that when he came over to operate out of the Arlington Road business location he caused his phone number, 330-896-8500, then in the name of AT & T, to be only call forwarded to the business location at 2828 S. Arlington Road.

(4) The evidence supports that that phone number was utilized in the course of the three doctors' business, as well as Dr. Gandee's number at 330-724-5521. Dr. Gandee's phone number is not in contention in this hearing, as it was acknowledged by Dr. Ungar and Attorney Michael Dortch, that Dr. Ungar had given up ownership claims to Dr. Gandee's number of 330-724-5521. Dr. Ungar has not given up his claim to Dr. Longworth's number.

(5) Dr. Longworth further testified that after leaving the office of Dr. Ungar and setting up his practice in a new location, he made inquiry of both AT & T and Choice One Communications, Inc. about having 330-896-8500 forwarded to his new office. However, he found out that he did not own that phone number (330-896-8500). Upon his call to have the call forwarding stopped to the Arlington Road address and to be sent to his new address, he determined that Keith S. Ungar had signed a paper document causing AT & T to transfer control and operation of the 330-896-8500 number to Keith S. Ungar. The document was entered into evidence and bears the signature of Keith S. Ungar, who acknowledged under oath that he did sign such document.

(6) Keith S. Ungar, the Plaintiff, testified that there was an oral agreement with Dr. Longworth that was never reduced to any written form, and such gave him complete and full authority to transfer the ownership from the call forwarding status that Dr. Longworth testified about into the name and operation of his own business. Dr. Longworth denies he ever made such agreement.

(7) The actual document used to transfer the name out of Dr. Longworth's name into Dr. Ungar's business entity known as The Center for Natural Medicine, was captioned "Letter of Agency" and purports in the body of such document, both the handwritten portions and the typewritten portions, to allow the transfer of Dr. Longworth's number, 330-896-8500, into the existing ownership of Dr. Ungar's business, The Center for Natural Medicine. Underneath Keith S. Ungar's signature is the name Keith S. Ungar printed and "President." It is readily apparent from the testimony presented on May 14, 2009 that there is no corporate entity known as The Center for Natural Medicine, and thus Keith S. Ungar cannot be president of such entity inasmuch as it only exists as a trade name, registered as such, and that the holder of such name is

a business entity known as Advanced Pain Relief and Wellness Center, that being at one point the business entity of Dr. Ungar.

(8) Based upon the evidence presented, to include the testimony on May 14, 2009, it is found that Keith S. Ungar had no such authority to sign such letter of agency which resulted in the transfer of phone number 330-896-8500 from the ownership of Dr. Longworth into the business entity controlled by Dr. Ungar. More specifically, item "B" being a statement that the undersigned was warranting that he had the legal authority to execute the letter of agency is a false statement, as also was the printed title, Keith S. Ungar, President. In short, he had no authority from Dr. Longworth to transfer the phone number from Dr. Longworth into his own business entity, such being done intentionally and knowingly, with the specific purpose of wrongly exercising dominion and control over the phone number 330-896-8500.

CONCLUSIONS OF LAW

(1) It is first of all concluded that though other matters pend in this matter, the sole issue for the Magistrate for ruling on the limited Order of Reference and the hearing conducted before him on May 14, 2009 was whether or not the transfer of the phone number 330-896-8500 by the letter of agency described above was authorized by Dr. Longworth and that Dr. Ungar had complete authority to sign the document and otherwise represent to the phone carriers that he was empowered to make such transfer.

(2) It is specifically concluded that Dr. Keith S. Ungar was never authorized, directly or indirectly, in writing or by any oral agreement between himself and Brian Longworth wherein Brian Longworth, directly or indirectly, authorized Keith S. Ungar to transfer Dr. Longworth's phone number of 330-896-8500 into the name of The Center for Natural Medicine as was

accomplished by the false representations made by Keith S. Ungar in the letter of agency described above.

(3) In evaluating this matter, including the testimony of the two chiropractic physicians, it is concluded that Dr. Ungar's testimony on the specific subject of the transfer of the phone number lacks significant credibility and at other times appears to be contrived.

(4) As such, it is specifically concluded that there was no authority for the transfer of 330-896-8500 from the control and ownership of Brian Longworth into the name of Keith S. Ungar as was done, and that both Dr. Ungar and his business entities, The Center for Natural Medicine and/or Advanced Pain and Wellness Center, Inc., in any fashion or combination, have no right or claim to such phone number. As a result, the party known as Choice One Communications, Inc., the phone carrier in this matter, is ordered and otherwise directed to forthwith transfer the ownership on the records of such entity and to physically allow a change of such phone number, that being 330-896-8500, into the name of Brian Longworth and to ensure that the corporate records of such business entity show that Keith S. Ungar, or any of the aforementioned two business entities, has no ownership interest in such name. Further, such business records of Choice One Communications, Inc. shall reflect that the actual owner of 330-896-8500 is Brian Longworth, to be used by him at whatever address Brian Longworth forthwith determines he wishes to present to Choice One Communications, Inc. for recordkeeping purposes. Such entity known as Choice One Communications, Inc. shall forthwith effectuate all matters referred to above to allow the change in records and the change in control and ownership of the above-mentioned phone number, and shall file a notice with the Court when such acts have been accomplished.

(5) The parties and/or their counsel are specifically warned and noticed hereby that a party may not assign as error on appeal the adoption by the trial court of any finding of fact or conclusion of law set forth herein unless a timely and specific objection is first made to the trial court pursuant to Civ.R. 53(D)(3)(a)(iii).

(6) Pursuant to Civ.R. 53(D)(3)(a)(iii), the Clerk of Courts shall serve upon all parties not in default for failure to appear or counsel of record notice of this Magistrate's Decision and its date of entry upon the journal.

It is so decided.



MAGISTRATE JOHN H. SHOEMAKER

cc: Judge Mary Margaret Rowlands
Attorney Michael D. Dortch

ctb
08-1528-dec

IN THE COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO

KEITH S. UNGAR,

Plaintiff,

vs.

BRIAN LONGWORTH, et. al.,

Defendants.

2009 JUN -9 AM 10:44 CASE NO. CV-2008-02-1528

SUMMIT COUNTY
CLERK OF COURTS

JUDGE ROWLANDS

JUDGMENT ENTRY

This matter was heard before the Magistrate on May 14, 2009. On May 19, 2009 the Magistrate issued his Decision. As of this date, June 8, 2009, no party has objected to the Magistrate's Decision.

Therefore, this Court adopts the Magistrate's Decision as the opinion of the Court. Keith S. Ungar transferred the telephone number 330-896-8500 from the control and ownership of Brian Longworth without authority. Third Party Defendant Choice One Communications, Inc. (hereinafter "Choice One") is ordered to transfer the ownership of that telephone number into the name of Brian Longworth immediately. All corporate records of Choice One shall reflect that Keith Ungar and his business entities, The Center for Natural Medicine, and Advanced Pain and Wellness Center, Inc. have no interest in that telephone number. All corporate records of Choice One will reflect that Brian Longworth has sole ownership of the telephone number 330-896-8500, at whatever address Mr. Longworth provides to Choice One. Choice One will provide notice to the Court when these changes have been completed.

It is so ordered.


JUDGE MARY MARGARET ROWLANDS

cc: Attorney Stephen J. Smith
Attorney Thomas A. Skidmore
Attorney Michael D. Dortch

EXHIBIT

6