

PUCO EXHIBIT FILING

Date of Hearing: 12-14-12

Case No. 12-1968-TP-LSS

PUCO Case Caption: ITMO its Complaint of

Terry Sky Glendening vs.

Cincinnati Bell Telephone Company

List of exhibits being filed:

Complainants 1-23

Complainant's Cross-Exam 1

Respondents 1-4

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Technician JP Date Processed 2013 JAN 7 2013

Reporter's Signature: Karen Sue Gibson

Date Submitted: 1-3-13

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

- - -

In the Matter of the	:
Complaint of:	:
	:
Terry Sky Glendening,	:
	:
Complainant,	:
	:
vs.	: Case No. 12-1968-TP-CSS
	:
Cincinnati Bell Telephone	:
Company, LLC,	:
	:
Respondent.	:

- - -

PROCEEDINGS

before Mr. Daniel Fullin, Attorney Examiner, at the Public Utilities Commission of Ohio, 180 East Broad Street, Room 11-D, Columbus, Ohio, called at 11 a.m. on Friday, December 14, 2012.

- - -

ARMSTRONG & OKEY, INC.
222 East Town Street, Second Floor
Columbus, Ohio 43215-5201
(614) 224-9481 - (800) 223-9481
Fax - (614) 224-5724

- - -

Opening Statement

Last Fall I began to have problems with the services provided by Cincinnati Bell, including excessive phone static and sporadic internet failures. When a service call with their Internet Division failed to resolve the issues, I tried the strategies suggested on the company's automated message. When those efforts failed to fix the problem, I called to schedule a repair visit. The repair appointment was set at the convenience of Cincinnati Bell. The time and date of the appointment chosen by the utility company was 12/27/11 between 12:30 p.m. and 4:30 p.m. The company specified that it was necessary for an adult to be on the premises in order to provide access to the inside of the home. More specifically, the representative explained that the repair technician would call beforehand, and unless he could confirm my presence ahead of arrival, he would not show up.

I kept that appointment on December 27th. Cincinnati Bell did not. When the technician did not show up during the scheduled time, I contacted CBT to ask how soon I could expect him. Further delay could affect my work schedule. CBT stated that he was not coming. The Utility had cancelled my appointment without contacting me.

CBT stated that a repair technician had shown up on 12/24/11. This occurred without my knowledge or consent. Contrary to the policy expressed by CBT when scheduling the appointment, he did perform work while no adult was available on the premises, and in so doing, he completely disconnected my service. So, not only did he neglect to fix the original problem; he also created a new one. There is no dial tone, no caller i.d. data, nothing. No communication is possible by phone or internet. The technician left no notice that he had been there, and CBT did not contact me to cancel our appointment on the 27th.

CBT agreed to have someone come out to try to fix the problem on 12/28/11, despite my acknowledged lack of availability to be on the premises. Since CBT had assumed the original problem could be fixed without inside access, and since the complete disconnect occurred from the outside, it seemed logical that the technician could correct whatever he did wrong without inside access. I suggested that he may not have made adequate connections when replacing the bad wiring. The CBT representative agreed. So I trusted CBT to take care of the situation on the 28th.

The representative first suggested that if the problem wasn't resolved on the 28th, I should call to let them know. After I reminded her that I WOULD NOT BE ABLE TO CALL under those conditions, she changed the plan. I was to wait 24 hours after the technician was there on the 28th, and then if the problem WAS resolved, I was to call and let them know. Therefore, unless I called to notify CBT that the problem WAS resolved, CBT would know that it was NOT resolved.

Obviously, the issue was not resolved, and I patiently waited for a letter of explanation. Instead I received a bill with full charges for the time both before and after the repair attempt. My questions were left unanswered and new questions arose. Since then I have tried to get answers to several questions, but CBT has been uncooperative.

Throughout this process CBT has acted unreasonably, in ways which are unfair and exploit the customer. In addition to furthering the resolution of my own concerns, I am here to present information in the hopes that other customers will not have to endure the same frustrations. I am hoping to inspire a review of Cincinnati Bell's policies and practices in the interest of the consumer public.

Complainant's
Exhibit 2Repair Attempt

CBT has neglected to give adequate explanation for the actions taken in the repair attempt. Consider the following statements in CBT correspondence, and the resulting issues raised:

- 2/23/12 - "Cincinnati Bell's repair department ran a test on the line on 12/20/11, however, it was not determined if the problem was on the inside or the outside of the home." (paragraph 2)

Questions:

1. *If the location of the problem could not be determined, why send a technician 3 days early when CBT is not able to reach the customer and therefore had access only to the outside of the home?*
2. *Why not wait until the scheduled appointment on 12/27/11, when CBT required the customer to be present so as to provide inside access?*

- 2/23/12 - "Since the test showed undetermined,... a repair technician was being dispatched on 12/24/11 to replace the aerial drop." (paragraph 3, lines 1-2)

Questions:

1. *Doesn't dispatching a technician on 12/24/11 "since the test showed undetermined" contradict CBT's statement of 2/14/12, which read "We are not able to repair phone line until we determine if the trouble is on the inside or the outside. We will need for someone to allow our repair technicians access to your premise."? (lines 4-6)*
2. *When the technician realized that the N.I.D. was located inside the home and that he would therefore not be able to complete the replacement of the aerial drop, why did he continue? Why not wait until the scheduled appointment on 12/27/11, when the customer was available to provide inside access?*
3. *Even if he started the job on the 12/24/11, he knew that finishing the replacement of the aerial drop would require a return visit to obtain inside access, so why not finish the job on the 27th?*

- 2/23/12 - "No one was home for him to check for a dial tone on the inside." (paragraph 3, last line)

Questions:

1. *Did CBT expect the customer to be home on Christmas Eve in order to allow the technician to check the dial tone on the inside, even though CBT was not able to contact the customer and there was no appointment scheduled that day?*
2. *If the technician had no way to check for a dial tone on the inside and therefore had no way to complete the job, why did he start the job?*
3. *Why not wait until the scheduled appointment on 12/27/11 or at least return on that day to complete the job?*

- 2/23/12 - "Cincinnati Bell has attempted to correct any repair issues outside the home."
(page 2, line 1)
- Comment:** *Not true (see diagram). CBT has refused to check the connections of the wire exiting the outdoor N.I.D. (This wire is the remainder of the aerial drop which was supposed to be replaced). A check of this wire was supposed to occur on 12/28. I inquired about this issue in my letters of 1/22/12 (item 6) and 2/6/12 (item 3), but CBT didn't respond in its 2/14/12 letter.*
- 2/23/12 - *After I requested disconnection on 2/17/12, CBT finally responded by stating "... a visit was scheduled for 12/28/11. Another call was made to the residence advising that we were sending a technician. A technician went out and again no one was home to let him in. He left a note on the door for you to call our repair department and reschedule the visit. He checked the SNI and was getting a dial tone."*
- Questions:**
- 1. Was it a reasonable practice to call the residence when CBT knew there was no phone service at the residence due to CBT's actions on 12/24?*
 - 2. Is it a fair trade practice to say "again no one was home to let him in" (seeming to imply customer negligence)? The customer WAS home during the scheduled appointment on 12/27/11. The dates the customer was not home include 12/24/11 (when she didn't know CBT was there), and 12/28/11 (when CBT knew she was not available).*
 - 3. Was it reasonable to instruct the customer to "call our repair department" when CBT had already been advised on multiple occasions that she had no personal phone service?*
 - 4. Why didn't the technician check the connections of the wire exiting the N.I.D. installed on the 24th, as discussed on the 27th?*
- 4/18/12 - *CBT's reason for not checking that exit wire became clear in a letter stating, "CBT has made multiple tests and trips to your home to verify that service to the NID is working properly... CBT is responsible for providing service to the NID. Service beyond the NID is considered inside wire and is the responsibility of the property owner. While you state that you have not had service since December 24,2011, CBT's tests have indicated that service is working to the NID... CBT can test a customer's inside wire, but access to the home is needed to do this. As you have documented, you have not provided inside access since the NID was installed." (paragraph 2)*
- Questions:**
- 1. Is it a fair trade practice for CBT to avoid replacing aerial drop wire which CBT had determined was faulty by installing an extra N.I.D. and claiming the remaining faulty wire is "the responsibility of the property owner?"*
 - 2. Is it a fair trade practice to lie by denying that the customer provided inside access after 12/24? (The customer did provide inside access on the scheduled appointment date; CBT chose not to show up to finish replacing the aerial drop or to check for a dial tone inside the home.)*

- 4/18/12 - "Because inside wire is the customer's responsibility, service credits are typically not warranted if service trouble is caused by inside wire (paragraph 3)

Questions:

1. *Is it a fair trade practice to use the strategy of transferring responsibility for aerial drop wire in order to avoid giving service credits for the time the system was in need of service before the repair visit?*
2. *Is it a fair trade practice to likewise use that strategy after the botched repair attempt in order to continue to charge for services not rendered?*

- 7/23/12 - "... CBT scheduled a repair appointment for December 27, 2011. Because CBT had a technician available earlier and reasonably believed that the repair could be made from outside the home, a technician replaced the aerial drop... and installed a new NID on the outside of the house on December 24, 2011. Service was working up to the new NID at that time." (page 1, item 1, lines 2-6)

Questions:

1. *How is it that CBT now claims to have "reasonably believed that the repair could be made from outside the home" when on 2/14/12, CBT had already stated, "We are not able to repair phone line until we determine if the trouble is on the inside or the outside. We will need for someone to allow our repair technicians access to your premise."? (lines 4-6) Is it a fair, non-deceptive trade practice to give contradictory explanations based upon whichever is convenient at the time?*
2. *Is it a fair and non-deceptive trade practice to claim CBT "replaced the aerial drop" when in fact CBT avoided replacing a portion of the faulty aerial drop by: (1) Installing an unnecessary N.I.D.; (2) Claiming the remaining portion is the responsibility of the customer; and (3) avoiding the opportunity to finish replacing that remaining portion by neglecting to keep the scheduled appointment?*
3. *If the repair technician believed that replacing only a portion of the faulty aerial drop on 12/24 was sufficient and that it was reasonable to cancel the appointment on 12/27, why didn't he leave notice on the door telling the customer about the cancellation so the customer would not be waiting for someone who wasn't going to show up?*
4. *Since the technician determined that the aerial drop was faulty, and since he clearly knew that the existing N.I.D. had to be inside the home, how could he 'reasonably believe' that he could finish the job without inside access? He needed to replace the remainder of the faulty aerial drop! As documented by the Commission (letter of 5/22/12, paragraph 4), **"Because he was unable to confirm if service was working inside your home it would be company policy for the technician to leave a No Access card that instructed you to contact them and make arrangements for access."** No such card was left. Ironically, I had already made arrangements to provide inside access. That was the 12/27/11 appointment which CBT scheduled but neglected to keep.*

- 7/23/12 - "CBT denies that it has transferred responsibility to Glendening for the portion of the drop wire leading to the original N.I.D. inside her house. Glendening has denied CBT access to that portion of the drop wire and prevented it from diagnosing any problem with that wire or repairing it." (Answer to Formal Complaint, Item 7)

Questions:

1. *Doesn't this statement directly contradict the above statement that "CBT has made multiple tests and trips to your home to verify that service to the NID is working properly... CBT is responsible for providing service to the NID. Service beyond the NID is considered inside wire and is the responsibility of the property owner." (letter dated 4/18/12)*
2. *Is it a fair trade practice to lie by claiming that I have denied CBT access? I DID provide access to that portion of the drop wire, and I DID grant CBT the opportunity to diagnose any problem with it and/ or repair it. I did so on 12/27/11, during the appointment time dictated specifically by CBT! If CBT had not changed that appointment to 12/24 without contacting me or if CBT had shown up to finish the job on 12/27, CBT would have had inside access as planned by CBT.*

- 7/23/12 - "CBT has the right to establish the demarcation point at Glendening's home at the new N.I.D. and... to maintain service only to that point." (Answer to Formal Complaint, Item 11, lines 4-6)

Question:

1. *Does this statement not directly contradict the one in the previous item in which CBT denies transferring responsibility?*
2. *If the Utility does have the right to change the demarcation point without revealing just cause for said act, then why have I not been provided with documentation of this right?*

CBT argues that I have acted unreasonably by not scheduling another appointment for the job to be finished. Yet given the above experiences, it seems reasonable for the customer to seek answers to her questions prior to scheduling another repair appointment. CBT is negligent in: (1) Leaving the repair job unfinished; and (2) failing to complete the job during the established appointment which CBT scheduled. CBT refuses to address the significance of the missed appointment. What is unreasonable is requiring a customer's presence for a repair, then showing up when the customer isn't home and failing to complete the repair, then failing to leave a No Access card or to show up for CBT's scheduled appointment. Without providing an explanation or taking responsibility for its actions, CBT expects the customer to make whatever sacrifices are necessary to be available yet again. As documented by the Commission (letter of 5/22/12, paragraph 4), **"It does not explain why the appointment was moved from December 27, 2011, or why it was not kept."** Cincinnati Bell responded neither to the customer's inquiries nor to the Commission's directives. That is unreasonable, plus it appears to violate O.R.C. 4927.20. Therefore, the delay in finishing the repair was not caused by customer refusal to grant access; it was caused by the Utility's negligence and unreasonable practices.

Complaint # No. 3



221 E. Fourth St.
P.O. Box 2301
Cincinnati, Ohio 45201-2301

February 23, 2012

Dr. Terry Glendenning
19 Apple Lane
Milford, Oh 45150

RE: 513-248-2476

Dear Dr, Glendenning:

Cincinnati Bell is responding to your letter dated February 17, 2012. I have forwarded your letter to a repair manager to review. The repair history shows that your first call was on 12/16/11 reporting loud static on the line. The repair visit was scheduled for 12/27/11. We received another call on 12/17/11 requesting a credit be made to your account. The repair representative advised you that a credit could be issued once the problem was resolved and the repair ticket closed.

Cincinnati Bell's repair department ran a test on the line on 12/20/11, however, it was not determined if the problem was on the inside or outside of the home.

Since the test showed undetermined, we called your home to advise you that a repair technician was being dispatched on 12/24/11 to replace the aerial drop. This is the line that runs from the pole to the (SNI) the grey box on the side of your home. The line test was good and there was dial tone from the outside when the technician was finished. No one was home for the technician to check for a dial tone on the inside.

Repair had another ticket that was put in on 12/27/11 showing that a visit was scheduled for 12/28/11. Another call was made to the residence advising that we were sending a technician. A technician went out and again no one was home to let him in. He left a note on the door for you to call our repair department and reschedule the visit. He checked the SNI and was getting a dial tone. This led him to believe that the problem was inside. Our technicians had no way of knowing that you did not have dial tone since we were unable to check the inside wiring.

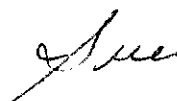
I had our repair manager run another test on the line today. At this time we will need to speak to you to make arrangements for access to the home.

Cincinnati Bell has attempted to correct any repair issues outside the home. We will not be able to issue credits to your account until we have determined what the problem is.

Please contact me at 513-565-6005 and I will work with repair to arrange a technician visit. If you choose to disconnect service please call 513-565-2210. Cincinnati Bell needs verification of the last (4) digits of your social security number and a final billing address. Your Zoomtown modem will need to be returned to a Cincinnati Bell Retail store.

You are a valued customer of Cincinnati Bell. As a courtesy, the late fees totaling \$7.41 have been adjusted from your account. I hope you will allow us the opportunity to resolve your repair issue.

Respectfully yours,

A handwritten signature in black ink, appearing to read 'Sue', with a stylized flourish at the end.

Sue
Executive Care Representative
Cincinnati Bell Telephone

7 N13 2102-62-20446



Cincinnati BellSM

P.O. Box 2301

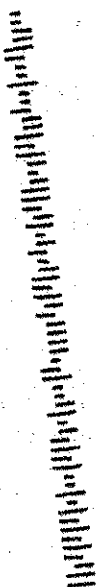
Cincinnati, Ohio 45201

Initials	Bldg. # Rm. #
cy	121-800

Address Service Requested

Dr. Terry Glendenning
19 Apple Lane
Milford, Oh 45150

37 0K-KQK31 45150



Hastler
02/28/2012
US POSTAGE

\$00.374

FIRST-CLASS MAIL PERMIT NO. 6666
CINCINNATI, OH

ZIP 45212
011D11630370

Computer # 4

Received 2/21/12



Cincinnati BellSM

221 E. Fourth St.
P.O. Box 2301
Cincinnati, Ohio 45201-2301

February 14, 2012

Terry Glendening
19 Apple Lane
Milford, Ohio 45150

RE: 513-248-2476

Dear Terry:

Cincinnati Bell is responding to your letter that was sent on February 6, 2012 concerning your phone outage. We attempted to contact you twice and left a message on your voice mail, which you confirmed you retrieved from a different location. I left my name and number for you to contact me to schedule a repair visit. We are not able to repair phone line until we determine if the trouble is on the inside or outside. We will need for someone to allow our repair technicians access to your premise.

Please furnish us with a valid can be reached number and we will be happy to contact you to set up a repair visit.

You can also contact our repair department at 513-566-1511 or 513-565-6005 and ask for Sue.

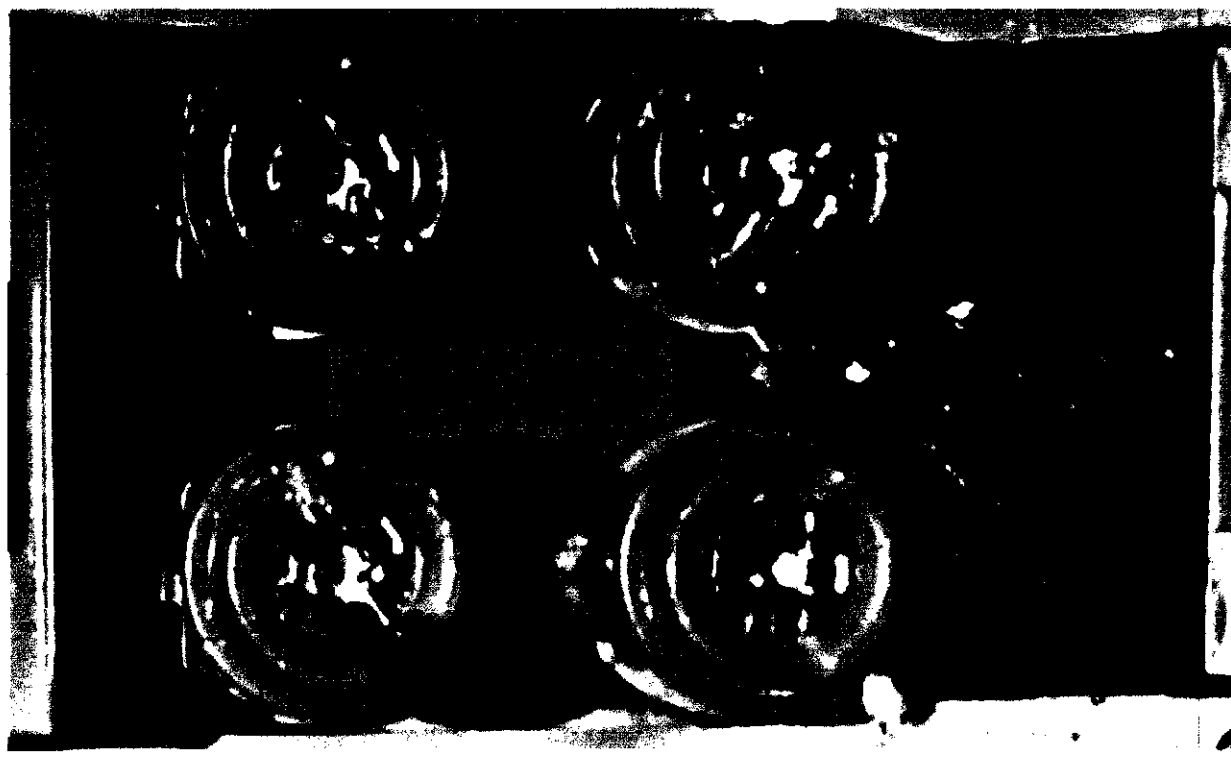
Respectfully,

A handwritten signature in cursive script that reads "Sue".

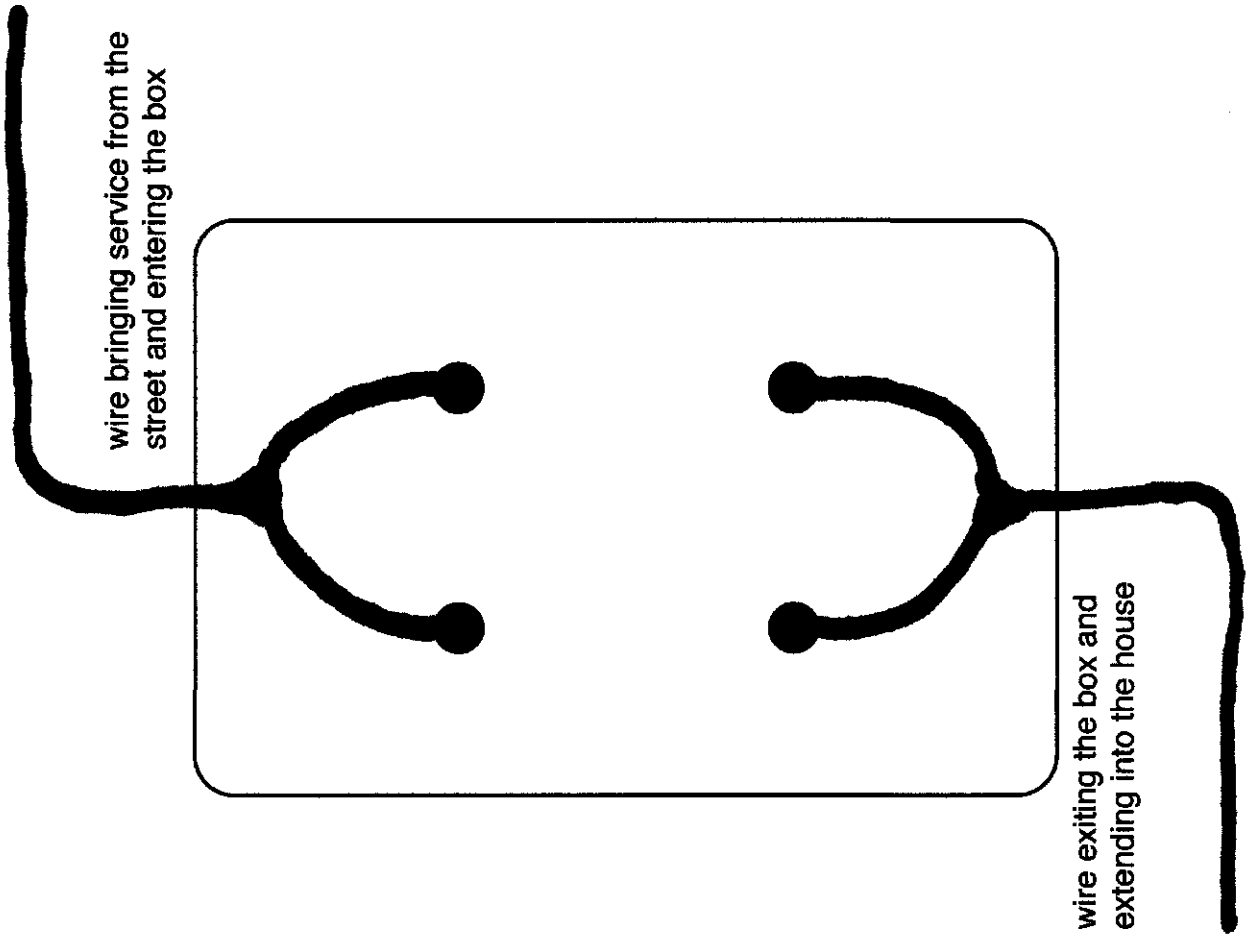
Sue
Executive Care Representative
Cincinnati Bell Telephone

Complaints B4 No 5

Connection into box looks clean



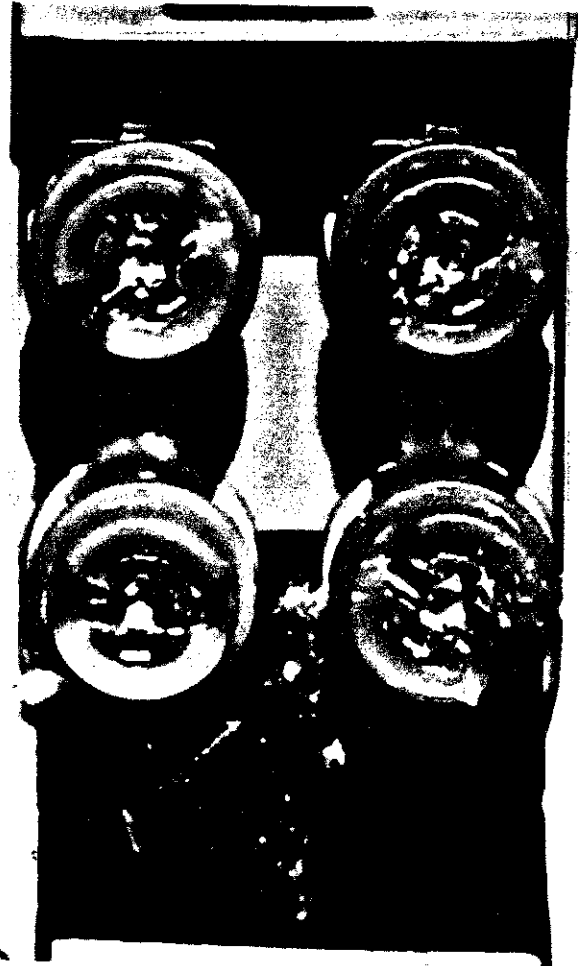
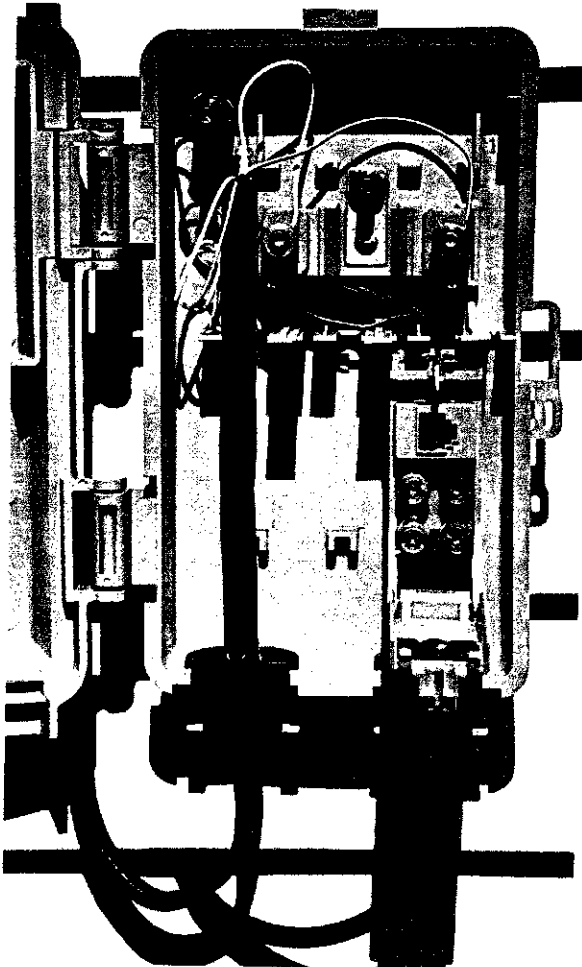
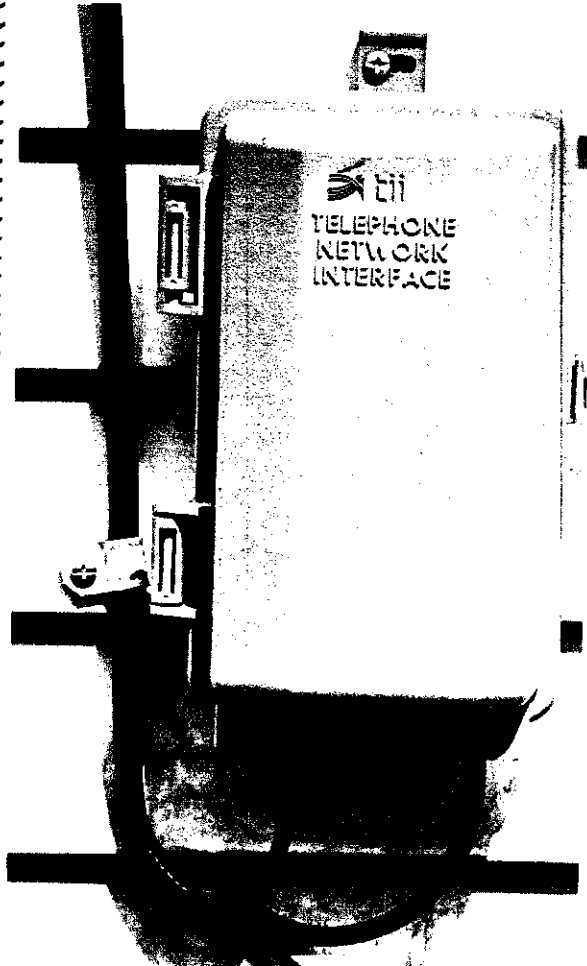
Connection out of box looks questionable



wire bringing service from the street and entering the box

wire exiting the box and extending into the house

Complan's LTL No. 6.



Complaint # Ek. M7 (seven)

Terry Glendening
19 APPLE LANE
MILFORD, OH 45150
513 248-2476

January 22, 2012


Cincinnati Bell Telephone
Customer Service Manager
P.O.Box 693
Cincinnati, Ohio 45201-0693

Dear Cincinnati Bell,

I am in receipt of your bill dated January 8, 2012. Please explain why I have been sent a bill, given that your service department disconnected my phone and internet services over a month ago. I have been waiting for a letter explaining why the problem has not been corrected, and instead I have received a bill for services not provided. In fact, I am owed a significant refund! I paid ahead in good faith for December, and my service has not been restored since the repairman replaced the faulty outside lines.

Apparently, a review of the situation is in order. Here are the issues:

1. The problem with static-ridden phone reception was evident when I consulted the service department for my internet. Your representative commented on the static, as it made our conversation difficult. I asked that the recording of that specific conversation be reviewed in order to document the loss of adequate phone service. Obviously the problems began prior to that consult, but that date indicates the first PROOF of an awareness of the issue by a Cincinnati Bell representative.
2. The static became worse and the internet connection became sporadic, so I called the service department again. Your recording said to try unplugging all the cables and then plugging them back in after a while. I tried that on multiple occasions and in various weather conditions. Nothing worked.
3. I called to talk to an actual person, at which time I made an appointment for repair on December 27th. It was a long wait over the holiday season just to get an appointment. I remained available at home between 12:30 PM and 4:30 PM as scheduled. Be aware that this meant driving home from work, waiting for your service person, and then driving back to work. That was a sacrifice of five hours of billable service time, which cost me between \$750 and \$875 of potential income. Yet your repair person never bothered to show up!!!
4. I called shortly after 4:30 PM to inquire as to their whereabouts and was informed that they were not coming. The repair person had come and replaced the outside lines on December 24th, confirming that the problem was with the outside lines rather than the inside lines. The problem is that he disconnected the service altogether. Now there isn't even a dial tone! So why didn't someone come to finish the job on the 27th, when we already had an appointment set?
5. According to the customer service representative, the repair person was unaware that he had disconnected the service, so he thought the repair was complete. I notice that he installed a grey box on the side of my house, which has a jack in it. I assume that he got a clear signal by plugging into that jack, so he thought everything worked. Yet obviously he must have inadequately connected the inside lines to that box.
6. Since he created the new problem while working outside the house, it seems reasonable to assume that the problem can be fixed from the outside as well. So I agreed to allow someone to come back on December 28th instead of the 27th, even though I would be unavailable and there would be no access to the inside of the house. I had made it absolutely clear that I would not be there. Yet when I got home from work, there was only a yellow note saying the repair couldn't be done without access to the inside. There was absolutely no explanation as to what the service person had done outside to try to correct the problem that was created outside. Did he simply plug something into the outside jack? We already knew that would work! He needed to correct the connection of the inside lines to that jack. Did he try that?
7. Why was that grey box installed on the side of my house anyway? There is no security to prevent someone from plugging something in outside and using my service without my knowledge or permission. In addition, the repairman drilled holes through the siding and into the walls of my home in order to install it. Water can get into those holes! If there is some need for that gray box, it should have been installed inside the home on the 27th!



To sum up, the phone and internet are still in disrepair, I'm out \$800 from waiting for your people to show up, and the side of my home has been damaged. Instead of getting an explanation, I have gotten another bill! This is ridiculous! Please send a letter of explanation and a plan for adequate correction of this situation. I hope your plan will not suggest that I once again wait for your service person while sacrificing my income. Your negligence on December 27th has cost me a lot already.

In the letter, please be sure to include a direct explanation of what was done on December 28th. Did the service person examine the connection of the inside lines to that outside box, or did he simply plug something into the outside jack which we already knew was not the problem? The problem was created from the outside; why would it not be able to be fixed from the outside?

Sincerely yours,

Terry Glendering

Complaints to No 8

Dr. Terry Glendening
19 APPLE LANE
MILFORD, OH 45150
Account # 513 248-2476

February 6, 2012

Cincinnati Bell Telephone
Customer Service Manager
P.O.Box 693
Cincinnati, Ohio 45201-0693

Dear Cincinnati Bell,

I have not yet received a letter of response to my correspondence of January 22, 2012. It has, however, come to my attention that a message was left on voice mail, which I retrieved from an outside location. Please be aware that your service man disconnected my phone and internet completely on December 24th. I HAVE NO SERVICE INSIDE MY HOME. It may take days before I am in a position to retrieve messages or emails from a remote location, so communicating through those media are not effective. **Please respond by mail!**

Please address the following issues:

1. When I spoke with your Zoomtown representative in late November or early December, he specifically spoke about the static on the phone, as it made our communication difficult. This represents the first acknowledgement of the problem by a company representative. I requested a review of that recording so that proper credit be given. This is especially important because the improved internet service only lasted for a few days before it began failing again. That's how long my service has been inadequate to the point of significantly impairing communication. The problems actually began prior to that consult, but that date indicates the first PROOF of an awareness of the issue by a Cincinnati Bell representative.

Question 1: **Was that recording reviewed as requested, so that the most accurate credit will be given?**

2. When I called to make an appointment for repair on the phone lines, it was a long wait before an appointment was available. The appointment was set for December 27th. I was told that it was necessary for me to be available at the home in order to provide access to the inside of the home. More specifically, I was told that the repair people would call prior to arriving and that my appointment would be cancelled if they were unable to verify that I was at home. Yet someone showed up instead on December 24th, when I was not at home.

Question 2: **If it was truly necessary for me to be home during the repair, why did a service person show up on December 24th, knowing that I was not there to provide indoor access?**

Question 3: **If it was not necessary for me to be home, then why was I told that it was?** I had to take five hours off work (including travel time home and back) in order to be available. I would not have done that if it was not expressly demanded by Cincinnati Bell.

3. The repair person replaced the faulty lines outside my home. Unfortunately, after he disconnected the inside lines from the faulty outside lines, he didn't effectively connect the inside lines to the new outside lines. Now there is not even a dial tone. Keep in mind that the original problem was excessive phone static and sporadic internet outages. At that point there was still a dial tone, and the caller i.d. was able to register incoming calls. Yet now there's nothing! So, the formerly inadequate service in the home is now completely unusable! This disconnect occurred during the repair.

Question 4: **Since the complete disconnect occurred from work completed outside the home, would it not be fixable from outside the home?**

Question 5: **If correcting the problem cannot be done from outside the home even though the problem was created from outside the home, then why didn't someone show up to complete the job on December 27th, when we had our appointment?**

Question 6: **If the repair person thought the job was successful on the 24th, why was there no notice to cancel the appointment on the 27th?**

4. Please be aware that being available as directed from 12:30 p.m. to 4:30 p.m. on the 27th required a sacrifice of 5 hours of billable service time, which cost me between \$750 and \$875 of potential income. Making the appointment on December 27th established a contract between us: That I would be available at my home and that your repair personnel would show up during the established time period. That contract was breached when nobody from Cincinnati Bell showed up.

Question 7: **How does Cincinnati Bell intend to compensate me for my loss?**

5. Another difficult situation involves the installation of the grey box outside my home. The installation included drilling through my vinyl siding and into the walls of my house. Although the screws are tight, water can seep through those holes, as they compromise the surface integrity of the wall. In addition, since the box contains an easily accessible phone jack which allows its unauthorized use, the box should have been installed inside the home, where it would be secure. Removal of the box will leave holes in the wall and require replacement of a section of the siding. Matching the color of that siding will be nearly impossible, and it will cost time and money to get the job done.

Question 8: Given that you specifically required me to provide access to the inside of my home on the day of our appointment, why was the box installed outside my home on a different day, without my permission?

Question 9: How can the problem of the location of the grey box be solved?

6. When I called the customer service representative shortly after 4:30 p.m. on the 27th (to inquire about the missing repair person), she stated that no one was coming. She indicated that someone had stopped by on the 24th, verified that it was the faulty outside lines creating the problem, and then replaced those lines. Apparently the repairman thought the service was successful. He was unaware that he had not effectively linked the inside lines to the new outside lines. Please understand that I do appreciate the attempt to complete the job three days early, but clearly it has become a disaster. Had Cincinnati Bell waited until I was home, I would have told the repairman not to install an unsecured phone jack outside the home; he could have installed it inside. He would also have been able to verify that the service had been restored inside the home, rather than rendered defunct. Since the current problem was created from the repairman's work outside the house, it seems reasonable to assume that the problem can be fixed from the outside as well. So I agreed to allow someone to come back on December 28th instead of the 27th, even though I would be unavailable. **I made it absolutely clear that I would not be there and that there would be no inside access.** I am not about to sacrifice more income by taking further time off work -- not without compensation for the loss incurred from Cincinnati Bell's negligence on the 27th. The customer service representative said she would inform the repair person that they would only have outside access on the 28th. Yet when I got home from work that day, there was only a yellow note saying the repair couldn't be done without access to the inside. There was absolutely **no explanation** as to what the service person had done outside to try to correct the problem. Did he examine the connection of the inside lines to the outside lines, or did he simply plug something into the outside jack? Assuming the original repairman plugged something into the outside jack before he left on the 24th, we already knew that wasn't the issue.

Question 10: What exactly did that person do on the 28th to attempt to fix the problem?

7. So I paid for service during the entire billing periods of 11/8/11-12/7/11 and 12/8/11-1/7/12. That second payment was made in good faith with the assumption that my service would be restored and that I would receive adequate credit. Yet instead of an anticipated letter of explanation, I received another bill! I am already owed credit for the previous lack of services. Plus, the service has never been fixed!!!

Question 11: Knowing that my service has been inadequate since late November or early December, and also knowing that I have had absolutely no service inside the home since December 24th, why on earth would you send me a bill instead of an explanation?

Question 12: Knowing that I have had absolutely no phone or internet service inside the home since December 24th, why on earth would you attempt to correspond through those media?

Question 13: What is your proposed plan to restore my service and to compensate me for the losses resulting from Cincinnati Bell's mishandling of the situation??

Please review my letter of January 22nd, as well as this one. Hopefully the format of the current letter will allow you to examine all the issues and to provide an adequate response. Let me reiterate that I still do not have any phone or internet service inside my home, so please do not try to contact me through those media. I will await your written response. In the mean time, please correct the billing errors and make sure I am not sent any further bills until this matter is resolved.

Sincerely,

Dr. Terry Glendening

Complaint Ee Na 9

Dr. Terry Glendening
19 Apple Lane
Milford, Ohio 45150

February 17, 2012

Cincinnati Bell Telephone
Customer Service Manager
P.O.Box 693
Cincinnati, Ohio 45201-0693

Dear Cincinnati Bell,

As you know, the telephone and internet service in my home has been in disrepair for over two months, and completely disconnected since December 24th. Nevertheless, you continue to send bills for services you are not providing. I have spent much time and effort in an attempt to resolve the matter and to have the service restored. To date I have not received return correspondence for either of my letters, one dated 1/22/12 and one dated 2/6/12. The only things that have shown up in my mailbox are bills for services you are still not providing! Enough is enough.

At this point, it would appear that Cincinnati Bell has no plan to resolve this matter any time soon. In my letter of January 22, 2012, I specifically asked for a letter of explanation. I received none. Eventually I went to a remote location to receive any messages and discovered that you had left a voice mail asking me to call, with no further explanation. I do not understand why you would attempt to contact me by phone, since you know I have no service in my home and since I specifically asked for a return letter. I do not make personal phone calls from my work phone, and pay phones are hard to find these days. If your repairman had showed up for our scheduled appointment, there would be no problem. It would appear that Cincinnati Bell does not want to respond to the issues I raised in the letter. So I wrote a second letter to add clarity to the situation. Yet still I get no explanation of the issues raised.

We had a repair appointment on December 27, 2011. Your personnel failed to show. Your customer service representative acknowledged that the problem was the outside lines. The problem now is that when the repairman replaced those lines on December 24th, he completely disconnected those lines from the inside of the home. There's not even a dial tone, and the caller I.d. doesn't register calls. Therefore I don't even know if anyone called unless I go to a remote location. You haven't answered my question as to what the person who came by on the 28th did to examine the connections made on the 24th. You haven't answered my question about the installation of an unsecured phone jack on the outside of my home. You haven't explained why someone came by on the 24th when I wasn't home to provide inside access, given that it's a requirement to obtain an appointment. You haven't addressed the issue of the loss of potential income I incurred as a result of waiting for your personnel to keep our appointment. You haven't addressed a lot of things.

Requiring someone to be home for a repair, then showing up when they aren't home and completely disconnecting the service in the home, then failing to show when there was a scheduled appointment, then leaving a voice mail on a system that has not been restored to the home instead of providing a letter of response... all seems like an ineffective way to go about things. It would appear that no one has returned to check the connections made on the 24th, even though that was the plan for the 28th. You come to my house to do work outside when I have not given permission, yet you decline to do so when I do give permission and when your customer service representative agrees to it. To me it would seem that Cincinnati Bell is avoiding the issue. Perhaps you are hoping to wait to get inside the home so as to claim the problem is within, even though your personnel already confirmed that it was the outside lines, and even though the line went from static to dead as a result of the work done outside.

The bottom line is, your repairman disconnected my phone and internet service at this end in December. Now is the time to disconnect it at your end as well. I had hoped to continue with Cincinnati Bell, as I have been a loyal customer for years. Even when more reasonably priced services became available elsewhere, I continued to stay loyal to you. I even paid ahead in December out of good faith that you would respond properly and that I would receive the refunds to which I am entitled. None of that has occurred. Instead I continue to get charged, with late fees added despite not having phone or internet services in my home at all! Cancel the already nonfunctional service, correct the billing data, and send my refunds. All charges from the last two statements will obviously need to be removed. I will need instructions for returning the modem.

That should solve the problem of Cincinnati Bell continuing to charge for services not provided. The other issues addressed in my correspondence will still need to be resolved. Cincinnati Bell will still need to take responsibility for my losses incurred due to the company's mishandling of the situation. The next step is to seek assistance from outside sources to help resolve this matter.

Sincerely,

Dr. Terry Glendening

Complaint Re NR 10



221 E. Fourth St.
P.O. Box 2301
Cincinnati, Ohio 45201-2301

April 18, 2012

Dr. Terry Glendening
19 Apple Lane
Milford, OH 45150

RE: PUCO Complaint

Dear Dr. Glendening:

I am in receipt of your complaint to the Public Utilities Commission of Ohio (PUCO), and I have reviewed your concerns and service history with Cincinnati Bell Telephone's (CBT) service escalation and repair teams. Based on this review, CBT cannot address your concerns without access to your home to test the inside wire.

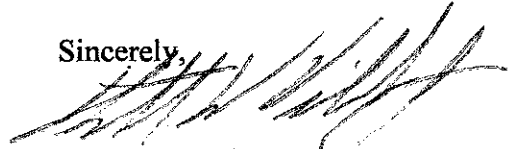
CBT has made multiple tests and trips to your home to verify that service to the NID (network interface device) is working properly. As may have been explained to you, CBT is responsible for providing service to the NID. Service beyond the NID is considered inside wire and is the responsibility of the property owner. While you state that you have not had service since December 24, 2011, CBT's tests have indicated that service is working to the NID. This result indicates a potential inside wire problem. CBT can test a customer's inside wire, but access to the home is needed to do this. As you have documented, you have not provided inside access since the NID was installed. Thus, CBT has been unable to diagnose any problem.

Second, because inside wire is the customer's responsibility, service credits are typically not warranted if service trouble is caused by the inside wire. Because the trouble appears to be inside wire, CBT will not issue any credits unless it can access the inside of your house to test the inside wire and the tests identify a problem in CBT's network.

Regarding the SNI, a CBT Repair Supervisor inspected the installation, and the NID is a standard installation with standard security features. The supervisor did not identify and issues with the quality of the installation, the location where the NID was installed, or any damage to the home. The NID is part of CBT's network and is installed outside the home so that CBT technicians can readily access it. This is a standard industry practice and typical of thousands of homes in CBT's service area. While CBT regrets that you were not present when the NID was installed, the installation is proper and does not warrant change.

Finally, repair appointments must be made by phone because CBT provides repair appointments in real time and requires confirmation from the customer at the time the appointment is scheduled. If you want to pursue this matter, you must either provide CBT with a contact number so that CBT can contact you to schedule a repair appointment or you may schedule an appointment directly by calling CBT Repair at 513-566-1511. You may also set up a repair appointment by contacting Sue, the Executive Care Representative who was corresponding with you, by calling 513-565-6005 and asking for Sue.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert W. Wilhelm, Jr.', written over a horizontal line.

Robert W. Wilhelm, Jr.
Regulatory Pricing Manager

Compliments of No. 11

Cincinnati Bell

TERRY GLENDENING
19 APPLE LN
MILFORD OH 45150

Invoice Date: 1/8/2012

Account #: 513-248-2476 551

Page: 1 of 2

Total Amount Due: \$98.91

Due Date: January 29, 2012

If payment received after January 29: \$104.58

To make a payment or get additional
information about your bill,
contact us:

www.cincinnati-bell.com
513-565-2210

Previous Charges

Last Month Total Due	\$98.77
Payment Received (through Jan 10, 2012)	\$98.77CR
Current Adjustments (through Jan 10, 2012)	\$0.00
Past Due Charges	\$0.00

Covers the period: Jan 8, 2012 - Feb 7, 2012
See following page(s) for details

**Welcome
to My Account**

- Personalized service anytime, day or night.
- Manage your Home Phone, Internet and Wireless services
- Check your minutes usage
- Check the status of an order
- View and pay your bill

Go to www.cincinnati-bell.com and click My Account.

Current Charges

Local Services	
Home Phone and Internet	\$94.55
Local Service Taxes	\$4.36
This month's total	\$98.91

Total Amount Due \$98.91

Please return this remittance slip with your payment

1236

Cincinnati Bell

#BWNKCBJ
#8WW SWSE XN9X NK5#
AV 01 015383 17440B 66 A**5DGT
001 011 087
TERRY GLENDENING
19 APPLE LN
MILFORD OH 45150-1601

Account #: 513-248-2476 551

Total Amount Due on January 29: \$98.91

If payment received after January 29: \$104.58

Your Payment:

\$

PO BOX 748003
CINCINNATI OH 45274-8003

51324824765511 2 *0000XXXX*000010458000009891

Invoice Date: 1/8/2012

Account #: 513-248-2476 551

Page: 2 of 2

Local Services**Home Phone
and Internet
Cincinnati Bell**

Quantity	Description	Amount
	911 Charge	\$0.12
	Relay/TDD Service Surcharge	\$0.02
	Lifeline Recovery Surcharge	\$0.35
	Residence Line	\$0.00
	Federal Access Charge	\$5.27
	Complete Connections	\$37.95
	Unlisted Phone Number	\$4.95
	CBT Voice Messaging	\$0.00
	ZoomTown High Speed Internet	\$44.95
	Universal Service Fund	\$0.94
	Total	\$94.55

Local Service Taxes

Tax for Regulated Services	Fed \$1.46	State \$2.90	\$4.36
	Total		\$4.36

Payment Procedures

Please tear off the remittance sheet and place it, along with your payment, in the return envelope and mail it to Cincinnati Bell, PO Box 748003, Cinti, OH 45274-8003. If your payment is not received on or before the due date, a late payment charge of 1.5% will be assessed on your next bill (\$5.00 minimum charge applies for local telephone service and features in Ohio and Indiana, if the balance for these services is \$25 or more). Pay your bill online or via phone. Visit www.cincinnatiBell.com or call 513-565-2210 to find out how.

All charges must be paid every month to keep your account current.

Question/Complaint Procedures

If you think you have been incorrectly billed, you should call Cincinnati Bell at the following numbers within 60 days. A call to the Business office will initiate a billing review.

Invoices for non-regulated services not disputed within 60 days may not be subject to dispute thereafter.

Residence customers can call Cincinnati Bell at 513-565-2210 or 1-866-565-2210 toll free; while business customers can call 513-566-5050 or 1-866-279-9322 toll free. TTY customers can call 513-241-2899 or 1-800-261-9837 toll free. If after contacting our Business Office, you are unable to resolve your concern, or for communications concerning disputed amounts, including an instrument tendered as full satisfaction of the debt, you may write us at Customer Service Manager, P.O. Box 693, Cinti., OH 45201-0693 or call 513-565-6005 (1-800-768-3147).

If your complaint is not resolved after you have called Cincinnati Bell, or for general utility information, Ohio residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov. Residential customers may also contact the Ohio Consumers Counsel (OCC) for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org.

PAID BY ACCOUNT

Pay immediately to avoid possible interruption of service.

Cincinnati Bell

TERRY GLENDENING

19 APPLE LN
MILFORD OH 45150

Invoice Date: 2/8/2012

Account #: 513-248-2476 551

Page: 1 of 2

Total Amount Due: \$204.90

Due Date: February 29, 2012

If payment received after February 29: \$210.80

To make a payment or get additional
information about your bill,
contact us:

www.cincinnatiBell.com

513-565-2210

Previous Charges

Last Month Total Due	\$98.91
Payment Received (through Feb 9, 2012)	\$0.00
Current Adjustments (through Feb 9, 2012)	\$0.00
Past Due Charges Please Pay Now	\$98.91

Covers the period: Feb 8, 2012 - Mar 7, 2012
See following page(s) for details

Current Charges

Local Services	
Home Phone and Internet	\$101.45
Local Service Taxes	\$4.54
This month's total	\$105.99

Total Amount Due \$204.90

**Welcome
to My Account**

- Personalized service anytime, day or night.
- Manage your Home Phone, Internet and Wireless services
- Check your minutes usage
- Check the status of an order
- View and pay your bill

Go to www.cincinnatiBell.com and click My Account.

Please return this remittance slip with your payment

124

Cincinnati Bell

Account #: 513-248-2476 551

Total Amount Due on February 29: \$204.90

If payment received after February 29: \$210.80

Your Payment:

\$

#8WVKCBJ

#8WW SWSE XN0X NK5#

AV 01 016245 31248B 71 A**5DGT

|||||

001 011 087

TERRY GLENDENING

19 APPLE LN

MILFORD OH 45150-1601

PO BOX 748003

CINCINNATI OH 45274-8003

51324824765511 2 *0000XXXX*000021080000020490

Invoice Date: 2/8/2012

Account #: 513-248-2476 551

Page: 2 of 2

Local Services

Home Phone
and Internet
Cincinnati Bell

Quantity	Description	Amount
	911 Charge	\$0.12
	Relay/TDD Service Surcharge	\$0.02
	Lifeline Recovery Surcharge	\$0.35
	Residence Line	\$0.00
	Federal Access Charge	\$5.27
	Complete Connections	\$37.95
	Unlisted Phone Number	\$4.95
	CBT Voice Messaging	\$0.00
	ZoomTown High Speed Internet	\$44.95
	Universal Service Fund	\$0.94
	Late Payment Fee	\$6.90
Total		\$101.45

Local Service Taxes

Tax for Regulated Services	Fed	\$1.64	State	\$2.90	\$4.54
Total					\$4.54

(800) 282-0515 = OH Attorney General
(for non-utility related issues)

Public Utilities Commission of Ohio 1-800-686-7826
Mailing Address

180 E Broad St.
Columbus, OH 43215-3796
Fax 614-752-8351

} Their received material
is public record

Payment Procedures

Please tear off the remittance sheet and place it, along with your payment, in the return envelope and mail it to Cincinnati Bell, PO Box 748003, Cincinnati, OH 45274-8003. If your payment is not received on or before the due date, a late payment charge of 2% will be assessed on your next bill (\$6.00 minimum charge applies for local telephone service and features if the balance for these services is \$25 or more). Pay your bill online or via phone. Visit www.cincinnati-bell.com or call 513-565-2210 to find out how.

All charges must be paid every month to keep your account current.

Question/Complaint Procedures

If you think you have been incorrectly billed, you should call Cincinnati Bell at the following numbers within 60 days. A call to the Business office will initiate a billing review.

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If your complaint is not resolved after you have called Cincinnati Bell, or for general utility information, Ohio residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov. Residential customers may also contact the Ohio Consumers Council (OCC) for assistance with complaints and utility issues at 1-877-742-5822 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org.

Ohio Consumers Council
Mailing Address

Governor's Office
614-466-3555

State Representative or
State Senator
800-282-0253

Residential Utility Consumer Advocate

FAST DUE ACCOUNT

Pay immediately to avoid possible interruption of service.

Cincinnati Bell

TERRY GLENDENING

19 APPLE LN
MILFORD OH 45150

To make a payment or get additional
information about your bill,
contact us:

www.cincinnati-bell.com

513-565-2210

Invoice Date: 3/8/2012

Account #: 513-248-2476 551

Page: 1 of 2

Total Amount Due: \$304.38

Due Date: March 29, 2012

If payment received after March 29: \$310.28

Previous Charges

Last Month Total Due	\$204.90
Payment Received (through Mar 12, 2012)	\$0.00
Current Adjustments (through Mar 12, 2012)	\$7.41CR
Past Due Charges	Please Pay Now
	\$197.49

Covers the period: Mar 8, 2012 - Apr 7, 2012

See following page(s) for details

Current Charges

Local Services	
Home Phone and Internet	\$102.35
Local Service Taxes	\$4.54
This month's total	\$106.89

Total Amount Due \$304.38

Thank you for choosing Cincinnati Bell. We appreciate your business.

Please return this remittance slip with your payment

1236

Cincinnati Bell

Account #: 513-248-2476 551

Total Amount Due on March 29: \$304.38

If payment received after March 29: \$310.28

Your Payment:

\$

#BWNKCBJ

#8VW SWSE XN9X NK5#

AV 01 015452 45397B 71 A**5DGT

|||||

001 011 087

TERRY GLENDENING

19 APPLE LN

MILFORD OH 45150-1601

|||||

PO BOX 748003

CINCINNATI OH 45274-8003

51324824765511 2 *0000XXXX*000031028000030438

Invoice Date: 3/8/2012

Account #: 513-248-2476 551

Page: 2 of 2

Local Services

**Home Phone
and Internet
Cincinnati Bell**

Quantity	Description	Amount
	911 Charge	\$0.12
	Relay/TDD Service Surcharge	\$0.02
	Lifeline Recovery Surcharge	\$0.35
	Residence Line	\$0.00
	Federal Access Charge	\$5.27
	Complete Connections	\$37.95
	Unlisted Phone Number	\$4.95
	CBT Voice Messaging	\$0.00
	ZoomTown High Speed Internet	\$44.95
	Universal Service Fund	\$0.94
	Late Payment Fee	\$7.80
	Total	\$102.35

Local Service Taxes

Tax for Regulated Services	Fed \$1.64	State \$2.90	\$4.54
	Total		\$4.54

Important Messages

Effective April 15, 2012, the price for Local Directory Assistance, National Directory Assistance, Business Category Search, and Reverse Search Assistance calls will be \$2.99. For questions, please call 513-565-5487.

Payment Procedures

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Public Utilities Commission

John Kasich, Governor
Todd A. Snitchler, Chairman

*Complaints
E.H.K.
No. 12*

Commissioners
Cheryl Roberto
Steven D. Lesser
Andre T. Porter
Lynn Slaby

May 22, 2012

Terry Glendening
19 Apple Ln
Milford, OH 45150

CASE ID: TGLE040212PL

Dear Dr. Glendening:

Thank you for contacting the Public Utilities Commission of Ohio (PUCO) regarding Cincinnati Bell Telephone Company LLC. (CBT)

In your complaint you stated that CBT has been unwilling to resolve a service issue. A letter and attachments dated March 29, 2012 included a summary of your concerns, which follow.

1. *Unauthorized installation of an Network Interface Device (NID) box on December 24, 2011.*
2. *Damage to your home.*
3. *An unsecured NID box.*
4. *Failure to keep an appointment scheduled for December 27, 2011.*
5. *Inproper disconnection of your service on December 24, 2011.*
6. *Changing explanations about company actions.*
7. *Lack of responding to your concerns.*
8. *Billing you for services not being provided.*

I contacted CBT on April 3, 2012 and included the correspondence which you sent to our office. I requested CBT to specifically answer the following questions; has service been interrupted since December 24, 2011; were there any repair calls prior to December 16, 2011; did a technician damage the home; and were there any scheduled repair appointments that were missed. On April 18, 2012 our office received a response. It included a copy of a letter that was addressed to you and it appears that the position of the company has not changed. They still want you to provide them with a contact number so an additional repair appointment can be made which would require access to your home. They deny that damage to your home occurred and that the installation of the equipment was standard and includes standard security features.

The response confirms what was reported in your letter to our office. A repair technician was there on December 24, 2011. He verified service was working to the NID. Because he was unable to confirm if service was working inside your home it would be company policy for the technician to leave a No Access card that instructed you to contact them and make arrangements for access. It does not explain why the appointment was moved from December 27, 2011, or why it was not kept.

On May 15 I received your letter dated May 7, 2012. You referenced the appointment of December 27, 2011 and CBT's failure to keep the appointment. In this letter you mentioned that

CBT installed a second NID to your home when CBT was at your home on December 24, 2011. I met with the Telecommunications Manager of my department, and asked that he review the information which you sent our office. He contacted CBT and instructed the company to return to your home to confirm why a second NID was installed. The company reported on May 18, 2012 that there is only one NID. There is another box that provides cable service. CBT's final response to our offices states that two No Access cards were left at your home, requesting that you contact them to make access arrangements.

In your letter you inquired about an objective third party assisting you. At this point you have the option of filing a Formal Complaint at the PUCO. I've enclosed the packet which you can review. The process could ultimately lead to a hearing in our offices.

I hope you find this information helpful. Should you have further questions regarding this issue or any other utility-related matter, please call the PUCO Consumer Hotline at 1-800-686-PUCO (7826). For more information regarding the PUCO, visit us on the web at www.PUCO.ohio.gov.

Sincerely,

Stephen Watson
Customer Service Investigator
Service Monitoring and Enforcement Department

Enclosure: Formal Complaint

Network Interface DeviceCampbell Ex.
No. 13

Cincinnati Bell's behavior is also elusive regarding the reasons for installing the N.I.D.

It took 5 consecutive letters in which I discussed the issue before CBT even responded.

- 1/22/12 (item 7)
- 2/06/12 (item 5)
- 2/17/12 (page 1, paragraph 3, lines 8-9)
- 2/23/12 (page 3 of attachment, item 6; page 4 of attachment, item 7)
- 3/13/12 (paragraph 1)

Question: Is it reasonable to expect a customer to write five letters before addressing the concern raised in those letters? When the Utility refuses to respond to customer concerns, is it reasonable to accuse the customer of causing delay?

When CBT did finally respond, the explanation included false information. CBT states that the N.I.D. was installed within regulations. The letter reads "The Network Interface is to be located, in most cases, 12 inches inside the customer's premises. When following the 12 inch rule is not possible, due to physical limitations, the Network Interface will be located within a point of reasonableness." (3/22/12, paragraph 3, lines 1-4)

Comment: If the repair technician had shown up for the appointment which the Utility scheduled on 12/27/11, he could have followed the 12 inch rule. Therefore, there was no reason to install an extra N.I.D. on with an outside wall! Thus, the applicable regulation which CBT quoted was NOT followed.

Throughout this process, I have expressed serious concerns about the installation of the extra N.I.D., to which CBT has shown blatant insensitivity.

1. There are security concerns. The box contains an easily accessible phone jack and nothing to prevent someone from using my service without my awareness. This could include vandals, drug dealers, stalkers, and even perpetrators of terror or violence. Perhaps CBT personnel have never been victimized through such behaviors. I have; many of my patients and clients have. The concern is realistic. This is especially true since the house next door has been empty for years and has been vandalized. Though a hasp on the side of the box would allow for a small lock (which CBT will not provide), even an expensive lock of such small size could be cut with a strong set of metal cutters. Plus, the lock would rust and need periodic replacement.
2. The installation involved drilling holes through my vinyl siding and into the wall of my home, creating a potential water problem, especially over time. The holes were drilled in a wall which angles slightly upward, on the southwest side of the house. This is the worst location for vulnerability to weather. Although the screws are tight, water can seep through those holes, as they compromise the surface integrity of the wall. The holes need to be plugged with weather proof caulk, which requires maintenance. I would not have consented to this arrangement, as it creates permanent damage to the wall and will require extra work on the part of the customer.

Question: Even if CBT's lack of concern for public welfare doesn't violate any laws, is it reasonable to accuse the customer of causing delay when the Utility refuses to respond to serious concerns repeatedly raised by the customer?

The Public Utility Commission "instructed the company to return to your home to confirm why a second N.I.D. was installed." (letter dated 5/22/12, page 2, lines 3-4) The Utility lied in its response of 5/18/12, denying the existence of a second N.I.D. (referenced in P.U.C.O.'s letter to me dated 5/22/12, page 2, lines 4-5). CBT knew there were two N.I.D.s.

1. Obviously, CBT's technician was aware that he was installing a new N.I.D. rather than replacing an existing one. He had to know there was already an existing one.
2. I addressed the issue in multiple letters, most intensively in my letter of 3/13/12 (paragraphs 1 and 3).

Questions:

1. Is it unreasonable to consider lying to the customer and to P.U.C.O. an 'unfair and deceptive trade practice'? Does it not also violate O.R.C. 4927.20?
2. If CBT somehow claims a lack of awareness, would such a claim reflect reasonable practices or professional negligence?

Comments:

1. CBT has never complied with the above quoted P.U.C.O. directive to "confirm why a second N.I.D. was installed". The Utility simply repeats its claim that the installation is in accordance with regulations, without verifying any necessity of the installation. While an outdoor N.I.D. affords CBT more convenience, that doesn't make it necessary.
2. Despite CBT's claims to the contrary, the Utility did have access to the inside of the premises (12/27/11). Therefore, if the existing N.I.D. does, in fact, need replacement, CBT had the opportunity to maintain the existing system rather than to impose material changes (without notice) which adversely affect the customer.

Regarding of the installation of the extra N.I.D., I asked CBT to identify the applicable regulation and it's source (interrogatories..., item10). The Utility referred me to the Federal Communications Commission regulation 47 CFR 68.105.

Comments:

1. There is nothing in the regulation which permits the Utility to install a 2nd N.I.D. at all. This fact challenges CBT's existing claims that the N.I.D. is within regulation. It may have been within regulation if it was an INITIAL installation, but because the Utility had already established the demarcation point when installing the original one, it is unreasonable to alter the established practice without cause. It is most unreasonable because: (1) CBT made the change without notice; and
(2) CBT had scheduled access to the demarcation already established by CBT.
2. The regulation does stipulate that "The provider of wireline telecommunications services shall make available information on the location of the demarcation point within ten business days of a request from the premises owner... must make this information freely available to the requesting premises owner." As previously stated, it took multiple requests and much more than 10 days to get a response.

I further asked CBT to provide "written verification from a source outside of CBT that the above regulation applies specifically to the installation of a second N.I.D. despite CBT having scheduled access to an existing one, **rather than to the installation of an initial N.I.D.**" (... Request to Produce Documents, item 11).

Comment: CBT referenced the same regulation, which does not address this issue at all!

Question: Does this not constitute a failed answer in Discovery?

Complaints By No. 14)

Terry Glendening
19 Apple Lane
Milford, Ohio 45150

February 23, 2012

Cincinnati Bell Telephone
Customer Service Manager
P. O. Box 693
Cincinnati, Ohio 45201-0693

Dear Sue,

Thank you for your correspondence dated February 14, 2012. Unfortunately, it still does not address the issues raised in my letters. Enclosed please find a copy of a letter I have drafted in order to receive proper assistance from one or more outside sources. I am still willing to work with Cincinnati Bell on this matter, but not without having each of the issues raised in my letters taken seriously and addressed specifically.

Sincerely,

Terry Glendening

Terry Glendening
19 Apple Lane
Milford, Ohio 45150

February 21, 2012

Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215-3796
Fax: 614-752-8351

Dear P.U.C.O. Representative,

The purpose of this letter is to request your assistance in resolving a residential service issue with Cincinnati Bell. The basic issue is as follows. While replacing faulty lines outside my home on December 24, 2011, a repairman disconnected my telephone and internet service. There is absolutely no service inside my home, not even a dial tone. Nobody has returned to reconnect the service. Instead, they continue to send me bills for the services they accidentally left disconnected. I do not make personal calls or emails from my work phones, and I do not carry a personal cell phone. Therefore, I have been without those personal communication media since Cincinnati Bell disconnected the lines outside my home. In addition, the company has chosen to ignore multiple requests for a letter of explanation. I hope you can help. The enclosed letters of correspondence will provide a more comprehensive account of the situation. Here are some of my concerns:

First, Cincinnati Bell invokes its own policy in an inconsistent and opportunistic manner. In order to schedule a repair appointment, the company requires an adult to be present at the home on the scheduled day. The company states specifically that unless the repair technician is able to call and confirm that the customer is home, the technician will not keep the appointment. Despite this explicitly stated policy, the company apparently sends technicians to customers' homes on non-scheduled appointment days. When the work done outside the home then creates new problems, the company refuses to send someone to correct whatever was done unless the customer arranges to be at home. The company switches over to suddenly following this policy even though:

1. Clearly they have already violated the policy by showing up unexpectedly, without the customer's knowledge or consent;
2. They have previously failed to show up for a scheduled appointment while the customer waited, thus costing the customer time and a lot of money in lost income;
3. The new problems were created when the technician performed activities outside the home in the customer's absence, so it is likely that the technician can correct the problem under the same conditions;
4. They have not compensated the customer for the loss incurred due to their failure to show up at the appointed time, and it would cost the customer even more time and money to make second appointment.

Not only does this inconsistent implementation of an established policy exploit the customer, but it may also reflect an intent to avoid taking responsibility for the company's mistakes.

Second, the company's communication style also seems to suggest the possibility of an intent to avoid responsibility.

1. When a customer specifically requests written communication, the company chooses to **ignore the customer's request**.
2. Knowing that the repair technician completely disconnected the customer's service, the company **leaves residential voice mail on a system that the customer cannot access** from the residence. Apparently, the company expects the residential customer to travel to a remote location in order to retrieve residential messages. Even if pay phones were still readily available, this idea seems unreasonable, especially when the customer has specifically requested to communicate by mail. Not everyone carries a personal cell phone.
3. The company also **asks the customer to contact them by phone, knowing that the customer's service has been disconnected**. I found this out indirectly. In an unrelated event, I was informed of an important message that had been left on my residential voice mail. At the time I had no idea whether I could even retrieve messages from a remote location, given that I had received no explanation from Cincinnati Bell. The company has never explained what the technician did on December 24th to create the new problem or what the technician did on the 28th to try to correct it. It would appear that he did nothing. Despite the inconvenience, I did go to the extra trouble of investigating the possibility and retrieving my residential messages from a different phone. I was surprised to discover a message from Cincinnati Bell. The message identified the caller and simply asked me to call her back to discuss the problems I've been having with the services. In other words, knowing that my telephone service is not functioning, Cincinnati Bell expected me to use that medium through which to make contact with them.
4. I immediately sent a follow-up letter, once again requesting written correspondence and asking for an explanation of the related issues. **To date they have avoided addressing the issues raised** in my letters. I finally sent a third letter telling them to disconnect the service at their end as well, since they don't seem interested in correcting the problem or taking responsibility for their actions. It seems that the company's intent is to continue to charge for services not provided. **Persistent avoidance of customer concerns** is not good business.

These apparent avoidance tactics raise the issue of the public's ability to trust in the company's motives and integrity.

Third, there are other factors specific to my case which raise the question of trust.

1. In today's mail I finally received written correspondence from a representative named Sue. The letter claims that her voice mail requested that I contact her "to schedule a repair visit". This statement is inaccurate. When I retrieved my personal messages from another phone, I recorded them so that I could wait to listen to them until I returned home. So I still have that recorded message, which was nonspecific. The message does not specify anything about scheduling another repair visit. The statement is therefore untrue.

2. The letter also states "We are not able to repair phone line until we determine if the trouble is on the inside or outside. We will need for someone to allow our repair technicians access to your premise." Incorrect grammar aside, this statement directly contradicts past actions. Our repair visit for the original problem was scheduled for December 27th. However, a technician showed up when I was not home on the 24th, when he did not have access to the premises. Yet he did repair the original problem. So again, the statement in today's correspondence is untrue.
3. When repairing the original problem, the repair technician confirmed that the faulty lines were outside the home rather than inside the home. Despite the history of not needing inside access to accomplish the repair, despite the company's failure to show up for a scheduled appointment, and despite the fact that the current problem was created outside the home, Cincinnati Bell refuses to simply come out and check the status of the connections made on the 24th. Customer service had agreed to send someone out on the 28th to check those connections, but the company has since avoided answering questions as to what actually occurred on that date.
4. Without compensating me for the losses I incurred due to the company's negligence, Cincinnati Bell expects me to make another repair appointment and thus incur additional losses. They want to impose this expectation without even confirming that my presence is needed. Given the specifics of the situation, the need for my presence seems unlikely. While repairing the original problem, the technician confirmed that the problem was NOT on the inside. Subsequently, the current problem resulted from work done outside. So why would the technician suddenly need access to the inside of the home in order to repair a problem created outside? This question becomes especially poignant when one realizes that the company charges the customer for problems inside the home.
5. In some ways it seems that the company is avoiding the acknowledgment that the current problem is separate from the original problem. I don't know why that distinction would matter, but in case it does, let me clarify. The original problem involved sporadic interruption of the internet connection and static on the phone line. Both of these symptoms suggested faulty wiring. Cincinnati Bell confirmed that the faulty lines were outside the home rather than inside. The repair was completed when the technician replaced those outside lines. In contrast, the current problem involves having no connection whatsoever. There is no internet connection at all; the caller i.d. doesn't register information; there isn't even a dial tone. This new problem resulted from work done by the technician on the outside of the home. My hypothesis is that when the technician installed an outside jack, he didn't adequately connect the lines coming from inside the house to that jack. As stated above, Cincinnati Bell has neglected to follow through with the agreement to check those connections. The company has also avoided giving an explanation for this failure.
6. Without notifying or obtaining consent from the customer, the company allows its technicians to install a freely accessible phone jack on an outside wall when the customer is not at home. Given the increase of security concerns in our country over the last decade, this practice seems disturbing. Anyone could plug something into that jack!

7. Installing an outside jack involves drilling holes into the wall of the home, thus damaging the home itself. In the case of my home, holes were drilled through vinyl siding as well. None of this would have happened had Cincinnati Bell adhered to its policy of requiring confirmation of the customer's presence before performing work. To date the company has offered no possible solution to this problem.

Additional concerns are specified in my letters to Cincinnati Bell. I suspect that I am not the only customer to have had a negative experience, given the pervasive nature of some of the company dynamics described herein. I think it is important to require businesses to operate through integrity and fair practices. Please help me to achieve a satisfactory resolution to this problem. I still need Cincinnati Bell to reconnect whatever the repair technician disconnected on the December 24th. The issue of the unsecured outside jack installation must be addressed. The issue of the erroneous bills and proper credit must also be resolved. Thank you very much for your time and consideration.

You can reach me at the above address. As previously mentioned, I have no personal telephone or internet service at this time. If I set up new residential phone or internet services through another company, I will forward that information to you.

Sincerely,

Terry Glendering

CC: Cincinnati Bell Telephone

Complaint BEX No. 15

Terry Glendening
19 Apple Lane
Milford, Ohio 45150

March 13, 2012

Cincinnati Bell Telephone
Customer Service Manager
P. O. Box 693
Cincinnati, Ohio 45201-0693

Dear Sue,

When the technician showed up on 12/24/11, there was no existing gray box on the side of my home. You can verify that fact by checking the transcript of the conversation I had with the customer service representative while setting up the repair appointment. In order to install that gray box properly, the technician would have to make two successful connections. He would have to connect the wire that comes from inside the home, through the wall to the outside, to the gray box. He would also have to connect the aerial drop to the gray box. The connection in question is NOT the aerial drop, but the other one. On the 28th, the technician was supposed to check the connection of the inside line to the box, not simply plug something into the jack. We already knew that connection worked! So, of course the line test was also good if you are only checking the aerial drop! I specifically addressed this issue in my very first letter. Has anybody specifically tested the connection of the other line to the gray box? Is the wire connected to the correct points within the box? Is there insulation around the wire compromising the integrity of the connection? Has anybody bothered to check this out instead of just rechecking the good connection?

Your letter of February 23, 2012 states "Cincinnati Bell's repair department ran a test on the line on 12/20/11, however, it was not determined if the problem was on the inside or outside of the home." It further states that on 12/24/11, "No one was home for the technician to check for a dial tone on the inside." If the job could not be completed on those dates, then someone should have shown up to finish the work on 12/27/11, when we had the scheduled repair appointment! It is unacceptable to expect a customer to repeatedly sacrifice income in order to be available when Cincinnati Bell breaches the established contract by not showing up and then avoids taking responsibility for this negligence. It is also unreasonable to continue to expect the customer to again make that sacrifice without addressing the issues raised in correspondence, such as checking the CORRECT connection or making reparations for the previous breach of contract.

In addition, you seem to be avoiding the issue of the installation of the gray box itself. It has been suggested to me that I report the matter to the Department of Homeland Security, since this careless practice allows unrestrained access to a key element of our country's infrastructure (communication media). To date I have received no response regarding that issue even though I have discussed it in multiple letters.

At this point, it seems futile to continue to raise the same issues over and over. I am still awaiting a response to several of the issues raised in my previous correspondence. For example, none of the questions specified in my February 6th letter have received adequate response. Please give this matter the attention it deserves, rather than restating a pat answer which is incomplete and suggests deliberate avoidance of key elements.

Sincerely,

Terry Glendening

RECEIVED 3/29/12
POSTMARKED 3/26/12 and
3/27/12

Complaints by Mr. 16



Cincinnati BellSM

221 E. Fourth St.
P.O. Box 2301
Cincinnati, Ohio 45201-2301

March 22, 2012

Terry Glendenning
19 Apple Lane
Milford, Oh 45150

RE: 513-248-2476

Dear Ms. Glendenning:

We received your letter dated March 13th, 2012 requesting our assistance in resolving your repair issue. It has been difficult trying to correspond through letters. We are unsure as to why you will not contact our repair department as I have suggested in my previous letters.

I contacted the Repair Manager and it was decided that we dispatch a Repair Foreman to your residence today, 03-22-12; to make sure everything was still connected at the SNI.

All lines being installed are connected to the Network Interface jack. The Network Interface is to be located, in most cases, 12 inches inside the customer's premises. When following the 12 inch rule is not possible, due to physical limitations, the Network Interface will be located within a point of reasonableness. This is the Grey box that was installed on the outside of your home. They found no problem with the outside connection.

The Foreman has advised me that he left a note on your door letting you know that he had been there today.

At this point, there is nothing else that Cincinnati Bell can do to correct your problem if you still are without dial tone. We have done all that we can to make sure your connection is good on the outside.

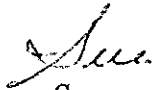
Again, we ask that you contact our repair department at 513-566-1511 and schedule a repair visit if you are without service.

We had contacted our collections department and added a 30 day hold so that your account would not be disconnected for non-payment. Our records indicate that the hold

will expire on 03-28-12. The last payment that we received was on 12-28-11. Without a payment arrangement or a payment, your service will be disconnected on 03-28-12. We are unable to make adjustments to your account due to your service outage until the issue is resolved.

Please feel free to contact me at 513-565-6005. I will be happy to assist you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sue".

Sue
Executive Care Representative
Cincinnati Bell Telephone



Cincinnati BellSM

P. O. Box 2301

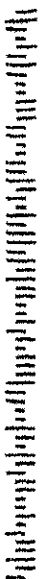
Cincinnati, Ohio 45201

Initials J	Bldg. #/Rm. # 12/800
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Address Service Requested

Terry Glendening
19 Apple Lane
Milford, Oh 45150

37 BK*QNT31 45/150



00 0\$ 256 HQ NIC 2102-22-60**

Master

09/26/2012

USPS

\$00.37



ZIP 45201
09/26/2012

**Before the
PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of: The Complaint of Terry Sky Glendening vs.
 Cincinnati Bell Telephone Company LLC

**INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS
DIRECTED TO RESPONDENT BY COMPLAINANT**

Terry Sky Glendening submits the following Interrogatories and Requests for the Production of Documents to Cincinnati Bell Telephone Company LLC ("CBT"), pursuant to the Ohio Administrative Code. The Interrogatories are to be answered separately and fully in writing, under oath, signed, and served upon Terry Sky Glendening within twenty days after service hereof. A written response is to be made to the Requests for the Production of Documents within twenty days after service hereof.

1. Did a representative of CBT come onto my property at 19 Apple Lane on or about July 13, 2012? If so, identify the intended purpose of that activity, the specific actions taken, and the outcome of those actions.
2. Has any representative of CBT come onto my property at 19 Apple Lane at any other time since March 22, 2012? If so, identify the intended purpose of that activity, the specific actions taken, and the outcome of those actions.
3. When scheduling a repair, CBT expresses a policy requiring its ability to confirm the presence of an adult on the premises prior to doing any repair work. Produce any written version of this policy.
4. Was the service call of October 5, 2011 ever recorded? If so, what is the current disposition of that recording? If the call was recorded but has since been eliminated, identify the date it was eliminated and the process through which that occurred.
5. Produce copies of any recordings CBT has made of conversations with Dr. Glendening.
6. Produce copies of any voicemail, answering machine or other electronically stored messages you have of any calls received from or directed to Dr. Glendening.

Case No. 12-1968-TP-CSS

7. Specify any inquiries or investigations conducted by CBT designed to assess Terry Sky Glendening's usage of telephonic or electronic media since December 24, 2011. Identify all information obtained through those activities. For each point of any data obtained, identify the source of information for that data.
8. What is CBT's policy with regard to refunding customer payments during periods of time when service is below expected standards, such as the period between a customer report of a problem and the scheduled repair appointment? Produce any related written policy.
9. What efforts does CBT take to inform the customer of the policy discussed in item 6?
10. CBT claims that the superfluous N.I.D. was installed within regulation. Specify any title, number, and other identifying information of the applicable regulation, as well as its source.
11. Provide written verification from a source outside of CBT that the above regulation applies specifically to the installation of a second N.I.D. despite CBT having scheduled access to an existing one, **rather than to the installation of an initial N.I.D.**

Respectfully submitted,

Terry Sky Glendening
19 Apple Lane
Milford, OH 45150

CERTIFICATE OF SERVICE

I certify that on this 17th day of November 2012, I served the foregoing Interrogatories and Requests for Production of Documents on Douglas E. Hart, 441 Vine Street Suite 4192, Cincinnati, Oh., 45202, by U.S. mail, postage prepaid.

Complaint Ex No
18Request to Reference Zoomtown Service Call

Another Discovery answer which seems evasive is CBT's response to my inquiry about the service call with its internet division. Item 4 of the discovery documents I served reads: *"Was the service call of October 5, 2011 ever recorded? If so, what is the current disposition of that recording? If the call was recorded but has since been eliminated, identify the date it was eliminated and the process through which that occurred."* The Utility's answer reads: "CBT has no recording of this call and does not know if this call was ever recorded." Notice that CBT does not indicate whether anyone tried to reference the call in response to my inquiry. Notice that CBT offers no insight as to the recording process itself within the company, including whether recorded calls are discarded over time. It occurs to me that CBT may be considering Zoomtown to be independent and therefore simply asserting that CBT has no record of the call, rather than investigating the matter.

- 12/16/11 - While scheduling repair appointment, asked customer service representative to reference that call because the service person directly commented on the phone static and that it made communication difficult.
- The point of this request was to establish on record the date upon which a CBT representative acknowledged tangible proof of the problem. I was NOT requesting immediate credit. The point was to document a more accurate date of onset of the problem so that proper credit could be given once the repair was completed.
 - After I clarified the purpose of the request, the service representative directed me to call back the following day and speak to a manager.
 - The customer service representative did NOT inform me that CBT doesn't give refunds for the time between documentation of a service problem and completion of the repair.
- 12/17/11 - I called as directed and spoke to a manager. He repeated the policy that credit is not given until after the repair is complete. Apparently he had the same misperception as the representative on the 16th had -- that I was asking for immediate credit.
- So, as with the call on the 16th, I had to clarify the purpose of the request.
 - The manager acknowledged the clarification.
 - CBT again chose NOT to inform me that CBT doesn't give refunds for the time between documentation of a problem and completion of the repair.
- 1/22/12 - Because CBT representatives had misperceived the purpose of the request multiple times while trying to communicate by phone, I elected to clarify the request and document it in writing. Item 1 of the letter addresses the issue.
- CBT ignored the request and neglected to offer any explanation whatsoever.
 - CBT again chose NOT to inform me that CBT doesn't give refunds for the time between documentation of a problem and completion of the repair.

- 2/6/12
- Item 1 of this letter presents the issue once again in written form. Specific questions were numbered and given a bold font in an attempt to make it easier for CBT to understand and respond.
 - CBT again ignored the request and neglected to offer any explanation.
 - CBT again chose NOT to inform me about the refund policy.
- 3/13/12
- The final paragraph of this letter expresses the frustration that none of the issues raised in the letter of 2/6 have received adequate response.
 - No related response from CBT.
- 3/29/12
- The letter to P.U.C.O. addresses the issue (page 2, paragraph 2, lines 3-11).
 - CBT responds in its letter of 4/18/12 by stating that service credits are not warranted for problems related to inside wire. Yet the problem wire, which had already been identified by the CBT technician on 12/24/11, was part of the original aerial drop wire. By installing an extra N.I.D., CBT was thus attempting to transfer responsibility for this wire to the customer.
- 5/7/12
- Page 3, Paragraph 1 reiterates the issues and explains why timing of the inquiry could be important. If recorded messages are discarded after a certain period of time, the data is lost.
 - CBT continues to refuse to act upon my request. Five months have passed.
- 5/22/12
- P.U.C.O.'s letter explains that CBT was specifically directed to address the issue (page 1, paragraph 3, line 3).
 - CBT ignored P.U.C.O.'s directive.
- 7/2/12
- The issue was included in the Formal Complaint.
(Page 1 of Attachment, paragraph 5)
(Page 4 of Attachment, final paragraph, 7th item)
- *After these 9 attempts to get CBT to honor a simple request in order to more accurately document the problem, the Utility had still not acted upon the request.
- 8/14/12
- When questioned directly at the settlement conference, Mr. Wilhelm revealed the date of the service call but offered no other information.

I have struggled to get a direct answer throughout this process. Referencing the internet service call would have given the most accurate information regarding the onset of the original problem. By neglecting to act in a timely manner CBT may have allowed data to be discarded, such as if the recordings are programmed on a time loop. Not following through allowed CBT to establish 12/16/11 as the date of onset for the problem, rather than determining the truth and providing appropriate credit once the repair is complete.

Complaint # 19

Terry Glendening
19 Apple Lane
Milford, Ohio 45150

March 29, 2012

Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215-3796
Fax: 614-752-8351

Dear P.U.C.O. Representative,

The purpose of this letter is to request your assistance in resolving a residential service issue with Cincinnati Bell. For your review, I have enclosed copies of the related written correspondence. Unfortunately, the matter remains unresolved, as Cincinnati Bell refuses to address significant issues. Here is a synopsis of the matter as it stands:

- On 12/24/11, without my knowledge or consent, a Cincinnati Bell technician came to my home not only to replace faulty aerial drop wires, but also to install an SNI box on the outside wall of the home. A representative claims that the company informed me of this activity. However, I was away from home all day on Christmas Eve, so there is no way anyone could have spoken with me to obtain my consent. Accordingly, the company has failed to produce any recording or transcript of such a conversation with me.
- To install the SNI box, the company's representative drilled holes through my vinyl siding and into the wall of my home, creating a potential water problem, especially over time. The holes were drilled in a wall which angles slightly upward, on the southwest side of the house. This is the worst possible location for vulnerability to weather. I would not have consented to this arrangement, as it created permanent damage to the wall. Despite multiple inquiries on my part, Cincinnati Bell has neglected to address this issue or to propose possible solutions.
- The SNI box, which cannot be locked, has a working phone jack within it. Once the service is restored, any individual will be able to access that jack and use it for his/her own interests. This careless practice on the part of Cincinnati Bell thus creates a significant security issue. Clearly, the box should have been installed inside the home rather than outside. We had a scheduled appointment on 12/27/11, during which the technician would have had access to the inside of the home. The SNI box could have been securely installed in the basement on that day. Plus, the technician could have checked the status of the service prior to leaving.
- Nobody from Cincinnati Bell showed up for our appointment on 12/27/11, even though the timing of that appointment was dictated exclusively by the company. I did not request that date, that day, or that time. I arranged my schedule around the appointment determined by the company, sacrificing significant income to do so. Yet Cincinnati Bell failed to show up, thus breaching our agreement. Without compensating me for the losses incurred as a direct result of that breach, the company expects me to sacrifice even more income to set up another appointment. The technician could potentially fail to show up again!
- While installing the SNI box and replacing the faulty wiring on 12/24/11, the repair technician completely disconnected my service. Prior to that event, I had been experiencing static on the phone line and inconsistency with the internet connection. Yet there was a dial tone, and the caller i.d. still registered incoming calls. Since that event, however, there has been absolutely no dial tone, no internet connection, and no data coming through to the caller i.d. Whatever the technician did on 12/24/11 apparently created a completely new problem!

- Cincinnati Bell has conveniently changed explanations when trying to justify the company's actions. One example is the justification for missing the scheduled repair appointment on 12/27/11. First, a representative stated that the repair technician determined the original problem to be caused by the faulty outside wires. He therefore did not need access to the inside of the home and chose not to keep the appointment. Later, to justify a different situation, a representative stated that the original job could not be completed without access to the inside of the home. I responded to this new claim by pointing out that if completing the job required inside access, there was no excuse for skipping the scheduled appointment. Thus, I pointed out that the company acted in a negligent manner regardless of which argument they choose. Since then, Cincinnati Bell has avoided the issue.
- The company avoids other issues as well. Despite multiple requests for direct responses to specific concerns raised in my letters, the company deliberately ignores important issues in order to avoid taking appropriate responsibility. For example, in order to accurately document the date upon which Cincinnati Bell first acknowledged an awareness of the problems with my service, I specifically requested that a review be made of the conversation I had with its Zoomtown representative in late November or early December. That person specifically commented about the problematic static on the phone line. It hampered our ability to hear each other. As far as I can tell, my request for that review has never been honored. The repair history that the company reports does not begin until 12/16/11, which is later than the actual date of first awareness. This verification is important with regard to establishing proper credit and returning the correct amount of money due me in refunds.
- Not only has Cincinnati Bell refused to determine the appropriate refund they owe me, the company has chosen to bill me for services not provided. In fact, the company has actually sent a letter of intent to disconnect my service for nonpayment! This notice seems ironic, since the services were already disconnected at my home on December 24, 2011. It is also ironic because I formally requested disconnection from the company's end in my letter of February 17, 2012. That request was denied. Disconnection will finalize one element of the overall matter, but it does not resolve the outstanding issues. The company continues its refusal to address those issues directly.

To achieve a resolution, therefore, I need your help. Please review the enclosed material, and respond to me at the location listed above. Unfortunately, since my service has never been restored after the technician disconnected it on 12/24/11, we will have to communicate through the traditional postal service. If I establish new service through another company, I will forward the new phone number to you. Currently, I have no plans to establish a new service, as I hope to get this matter resolved first.

Thank you for your consideration. I look forward to hearing from you soon.

Sincerely,



Terry Glendening

CC: Cincinnati Bell

Addendum:

I have just received a follow-up letter from Cincinnati Bell (dated 3/22/12, received 3/29/12). The letter states that the SNI box is typically located 12 inches inside the customer's premises. It then states: "When following the 12 inch rule is not possible, due to physical limitations, the Network Interface will be located within a point of reasonableness. Two relevant points in this situation include:

1. It **WAS** possible to follow the 12 inch rule! We had a scheduled appointment on 12/27/11, at which time the technician would have had access to the basement if he bothered to show up.
2. I don't think a freely accessible phone jack on an outside wall which gets permanently damaged by the installation process constitutes "a point of reasonableness", especially when there was a scheduled appointment three days later allowing inside access!

A foreman was sent out on 3/22/12 "to make sure everything was still connected at the SNI. Of course everything was still connected! The question is not whether the connection with the inside line exists, but whether it is sound! There is no confirmation that the Cincinnati Bell representative evaluated **the integrity of the connection** between the inside line and the SNI box.

You'll notice that the letter of intent to disconnect, dated 3/11/12, states that Cincinnati Bell may disconnect the service on or after 3/20/12. You'll also notice the most recent letter, dated 3/22/12, claims that a thirty day hold was put on that date. A thirty day hold would extend to 4/19/12. Yet the letter, which I did not receive until 3/29/12, states that I must respond by 3/28/12. So, even if the company had not disconnected the service on 12/24/11 and I still had a static-filled connection to call from and let Cincinnati Bell hear for itself, I would have received their letter too late.

You'll also notice that Cincinnati Bell is unsure as to why I do not contact them by phone. I have explained to them on multiple occasions that their technician completely disconnected the service at my home on 12/24/11. I do not make personal calls from work. I do not carry a personal cell phone, as they are medically contraindicated for some people. Think about it: If I had a different phone available for personal use, I wouldn't have any need for the one in my home! Cincinnati Bell seems unable to grasp that concept.

The fact remains, I had a dial tone and caller i.d. data prior to 12/24/11. The internet connection had sporadic difficulty and there was extreme static on the phone line. Yet there **was** a connection. Whatever the technician did on 12/24/11 severed the connection completely, rendering me without **any** phone or internet service since that date. Nevertheless, Cincinnati Bell has charged me for the services which Cincinnati Bell discontinued!

The bottom line is as follows: Cincinnati Bell charges for services not rendered. Cincinnati Bell neglects to make appropriate refunds owed to the customer. Cincinnati Bell damages customers' homes even when absolutely unnecessary and then refuses to take responsibility for those actions. Cincinnati Bell thus puts customer security at risk. Cincinnati Bell changes its story and refuses to reveal evidence which would go against the company's interests. Cincinnati Bell manipulates evidence so as to exploit the customer. Cincinnati Bell refuses a customer request for disconnection of its services, then charges the customer for services not rendered, and then disconnects the same services because the customer does not pay the bogus charges!

Cincinnati Bell needs to at least restore things to the state they were in prior to the actions of 12/24/11. If necessary, I can get a bid from a contractor for the wall damage. I am also owed refunds for payments made in good faith while the company was supposed to make repairs. I hope to hear from you soon at the above address. Thank you.

Complaint # 24 NO. 20

Terry Glendening
19 Apple Lane
Milford, Ohio 45150

May 7, 2012

Mr. Stephen Watson
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215-3796
Fax: 614-752-8351
Re: TGLE040212PL

Dear Mr. Watson,

Thank you for your letter of 4/3/12. I do not know if Cincinnati Bell responded to you as instructed, but I have received a response from the company. The response indicates that Cincinnati Bell has no intention of correcting the NID installation problem. It also claims that I have not provided inside access since the NID was installed, which is untrue. The appointment for which CBT neglected to show up was subsequent to the installation. In addition, CBT continues to ignore some of the concerns I raised in my letters, despite your recent directive to address my concerns. Therefore, in order to decide how to proceed in this matter, I must request some specific information from you.

First, to summarize the NID matter in question:

- An **appointment** was set for 12/27/11 between 12:30 and 4:30 p.m., the **date and time chosen by CBT**;
- **CBT specified** that I must be present, and that **no work would be conducted unless the representative was able to confirm my presence ahead of arrival**.
- On 12/27/11 as scheduled, I kept our appointment. Keeping that commitment cost me approximately \$800, as previously explained. During that appointed time, as directed by CBT, **I DID, in fact, provide access to the inside of my home**. I did so at great expense to myself. Therefore, CBT **DID** have access to the NID. There was no need to install a second one, especially without preapproval. The company chose not to utilize the access I provided to the inside of my home. CBT chose alternative actions at its convenience which raise concerns of both personal security and public trust.
- **Without notifying me, CBT failed to keep our appointment**. Despite multiple requests by me to address the matter as well as your directive that CBT address my concerns, the company continues to ignore the issue. CBT expresses no intention to take responsibility for this negligence, despite the losses which resulted directly from it.
- Furthermore, CBT appears to expect me to set another appointment in order to **AGAIN** give the company inside access. CBT thus expects me to sacrifice an additional \$800 **without compensating me** for the previous \$800 and **without any guarantee** that a representative would show up for a second appointment!

- Instead of keeping our appointment, at which time I **did provide access to the NID**, CBT chose to show up without contacting me on 12/24/11, when I was not at home and did not expect anyone. This action clearly **violates the company's expressed policy** of requiring verification of the customer's presence prior to conducting any work.
- Cincinnati Bell's letter states that *"CBT is responsible for providing service to the NID. Service beyond the NID is considered inside wire and is the responsibility of the property owner."* By neglecting to keep our appointment on 12/27/11, **CBT has failed to meet its responsibility for providing service to the NID** which existed at the time the appointment was made.
- On the 24th, CBT **trespassed** on my property, and **without notifying me, made alterations to the existing system**. The company **drilled holes into my wall** and installed a second NID outside the home.
- Not only is the **second NID unnecessary and unapproved**, it provides **unrestricted access** to anyone who would choose to plug in to the jack. Unauthorized users could include drug dealers, delinquents, and others who engage in unseemly activities. In this post 911 era, allowing **free access to our infrastructure** in ways which **put the public at risk** is unwise. Given that the house next to mine has been vacant for several years, my location is especially vulnerable. I cannot use a system which gives strangers unauthorized access to my services.
- Notice that by installing a second (unnecessary, unapproved, and unsecured) NID outside the home, CBT is **attempting to transfer responsibility** for the portion of the aerial drop wire between the existing NID and the unapproved extra NID to me! Keep in mind that the company already determined that the wire is faulty, which is why CBT replaced a portion of it on the 24th! The company now claims that it is no longer responsible for the final portion of the faulty aerial drop wire and that said faulty wire will now be considered inside wire.
- CBT states that it is justified in continuing to impose charges as long as service to the NID is restored. The company **DID NOT** restore service to the NID which existed when the repair appointment was made! The **company WAS provided access to that NID** on the 12/27/11, when I waited for a repair technician to show up for the scheduled appointment.
- An important consideration which continues to be ignored is that I had service prior to CBT's unauthorized work on 12/24/11. Since 12/24/11, I don't even have a dial tone. Obviously, **something that was done on the 24th rendered the system inoperable**. This is another concern which CBT has failed to address. CBT created the problem while outside the home yet refuses to offer an explanation as to what may have happened. It is not clear why CBT would need access inside the home to undo whatever was done outside the home. It seems more likely that the company is hoping to **avoid accountability** for damaging the system while making unauthorized changes to it.
- One potential explanation for the complete loss of service since CBT did the unauthorized work on the 24th is that the connections for the final portion of the aerial drop have insulation under the screws, which prevents adequate transmission. Although CBT made multiple trips to examine the NID installation, notice that the criterion used for evaluation is simply to get a dial tone at the jack. The company specifically states in its most recent letter that **the multiple trips to my home were only to verify service going to the NID**. The connection in question, which now leaves the unapproved NID and goes inside, is apparently considered my responsibility. It is important to acknowledge that **this section of wire is part of the aerial drop which CBT cut off in order to relabel it as inside wire and attempt to transfer responsibility to me!** The company could have finished verifying the restoration of service by showing up on the 27th, when I provided access to the established NID inside the home.

In addition to the NID issue, other concerns remain. One example is the company's refusal to check the recording from the Zoomtown repair, which documented that a Zoomtown representative specifically commented on the static. Doing so would have given the most accurate information regarding the onset of the original problem. While a representative stated that a credit could not be given at that time, I clarified that my goal was to get an adequate history of the problem. If the company did not act in a timely manner and the recordings are programmed on a time loop, that data could get lost. It appears that CBT chose to avoid that responsibility.

This resolution process has been extremely frustrating. To begin with, notice that just to get a response regarding the bogus charges took multiple letters from me and a directive from you. My first request for a response was in my letter of 1/22/12! This history exemplifies a general pattern of ignoring many of my concerns and only addressing a chosen few. Also notice that in my CBT correspondence of 2/23/12 (in my draft to outside help), I acknowledged that CBT has changed stories on multiple occasions. The attempt to transfer responsibility for a section of the aerial drop to me suggests a willingness to deliberately exploit the customer. In my previous letter I pointed out that I received CBT's letter of intent to disconnect on 3/29/12; the letter gave me a deadline of 3/28/12. It came after the company had declined my request to discontinue services altogether, which seems suspicious. There is also a question as to why the company continues to charge for service even after the disconnection. I know the disconnection went through, because people stopped by to make plans for Easter and said they couldn't get through. I have also received word through the mail verifying that the email is not in service. Yet CBT continues to charge.

If the company takes responsibility for the losses I incurred on the 27th due to its negligence, I would be willing to set another appointment. However, it would need to be predetermined that CBT's responsibility was to provide service to the existing NID, not to the unapproved one it installed on the 24th. The company already determined that the final section of wire needs replacement; that wire was part of the aerial drop for which CBT is responsible. I would also be willing to hire an independent electrician to finish CBT's job and have CBT pay him or her. That person could give an independent evaluation of the situation and assess what was done on 12/24/11 to render the system inoperable.

In conclusion, I would like to find out from you as to whether the practices described herein and in my previous letters to CBT are permitted by P.U.C.O. The issues of personal security and public trust are paramount. While the lack of access to personal telephone and internet services has been inconvenient, the implications of CBT's business practices are much more problematic. CBT's choice to avoid verifying the history of the problem with Zoomtown, the absenteeism for the scheduled appointment, the changes in story, altering the system structure without notice in a way which exploits the customer and puts the customer at risk are all important issues. Restoring the functionality of the service itself is also important, but I don't want the most important issues to be discarded. Please advise me as to any possible avenues of resolution from this point forward. I would be willing to participate in a meeting with an objective third party if necessary. I would ask that CBT be required to provide transcripts of all calls and voice mails between the company and me so that full evidence is available.

Thank you for your consideration. I look forward to hearing from you soon.

Sincerely,

Terry Glendening

Complaints By Mr. J1

Disconnection

Improper charges have been an issue throughout this process. Consider the following history of the disconnection of the services in my home.

- 12/24/11 - CBT's repair technician somehow disconnected the telephone and internet service in my home. Instead of taking responsibility for those actions, the Utility continuously refused to address the questions raised in my subsequent correspondence.
- 2/17/12 - I wrote a letter requesting termination of services. CBT did not honor that request.
- 2/23/12 - CBT responded by directing me to contact them by telephone in order to arrange termination of services (page 2, paragraph 2, lines 2-4). Notice that the representative did not explain why those arrangements couldn't be carried out at a retail store while I returned the modem. Knowing that I had been without personal phone service due to the actions of their repairman since 12/24/11, they required me to contact them specifically through that medium.
- 3/29/12 - I received a letter from CBT dated 3/22/12.
 - The letter advised me that unless I paid the bill (with exclusively contested charges), my services would be terminated on 3/28/12.
 - Despite the 3/22 date, it was postmarked on 3/26 and 3/27.
- Since the 3/8/12 bill covered the period of 3/8/12 - 4/7/12 and CBT said they would terminate all services on 3/28, one would expect to see some of those charges removed from my account.
- 4/8/12 - I received another bill with invalid charges. No charges had been removed from the previous period. In addition, CBT continued to charge for the period from 4/8/12 - 5/7/12, despite having terminated all services prior to the onset of that billing cycle.
- 5/8/12 - Despite having terminated all services, CBT continued to charge for the period from 5/8/12 - 6/7/12.

The company continued to charge for over two months after 3/28/12, the day CBT said it would terminate my service. It took filing a formal complaint with P.U.C.O. before CBT stopped charging for services not rendered. This is certainly an unfair trade practice.

PAST DUE ACCOUNT
Pay immediately to avoid possible interruption of service.

Compliments By. No. 22
Cincinnati Bell

TERRY GLENDENING
19 APPLE LN
MILFORD OH 45150

To make a payment or get additional
information about your bill,
contact us:
www.cincinnati-bell.com
513-565-2210

Invoice Date: 3/8/2012

Account #: 513-248-2476 551

Page: 1 of 2

Total Amount Due: \$304.38

Due Date: March 29, 2012

If payment received after March 29: \$310.28

Previous Charges

Last Month Total Due	\$204.90
Payment Received (through Mar 12, 2012)	\$0.00
Current Adjustments (through Mar 12, 2012)	\$7.41CR
Past Due Charges Please Pay Now	\$197.49

Covers the period: Mar 8, 2012 - Apr 7, 2012
See following page(s) for details

Current Charges

Local Services	
Home Phone and Internet	\$102.35
Local Service Taxes	\$4.54
This month's total	\$106.89

Total Amount Due \$304.38

Thank you for choosing Cincinnati Bell. We appreciate your business.

Please return this remittance slip with your payment

12

Cincinnati Bell

#BWNKCBJ
#8WW SWSE XN9X NK5#
AV 01 015452 45397B 71 A**5DGT



001 011 087

TERRY GLENDENING
19 APPLE LN
MILFORD OH 45150-1601

Account #: 513-248-2476 551

Total Amount Due on March 29: \$304.38

If payment received after March 29: \$310.28

Your Payment:

\$



PO BOX 748003
CINCINNATI OH 45274-8003

51324824765511 2 *0000XXXX*000031028000030438

Invoice Date: 3/8/2012

Account #: 513-248-2476 551

Page: 2 of 2

Local Services

**Home Phone
and Internet
Cincinnati Bell**

Quantity	Description	Amount
	911 Charge	\$0.12
	Relay/TDD Service Surcharge	\$0.02
	Lifeline Recovery Surcharge	\$0.35
	Residence Line	\$0.00
	Federal Access Charge	\$5.27
	Complete Connections	\$37.95
	Unlisted Phone Number	\$4.95
	CBT Voice Messaging	\$0.00
	ZoomTown High Speed Internet	\$44.95
	Universal Service Fund	\$0.94
	Late Payment Fee	\$7.80
	Total	\$102.35

Local Service Taxes

Tax for Regulated Services	Fed \$1.64	State \$2.90	\$4.54
	Total		\$4.54

Important Messages

Effective April 15, 2012, the price for Local Directory Assistance, National Directory Assistance, Business Category Search, and Reverse Search Assistance calls will be \$2.99. For questions, please call 513-565-5487.

Payment Procedures

Please tear off the remittance sheet and place it, along with your payment, in the return envelope and mail it to Cincinnati Bell, PO Box 748003, Cinti, OH 45274-8003. If your payment is not received on or before the due date, a late payment charge of 2% will be assessed on your next bill (\$6.00 minimum charge applies for local telephone service and features if the balance for these services is \$25 or more). Pay your bill online or via phone. Visit www.cincinnatiBell.com or call 513-565-2210 to find out how.

All charges must be paid every month to keep your account current.

Question/Complaint Procedures

If you think you have been incorrectly billed, you should call Cincinnati Bell at the following numbers within 60 days. A call to the Business office will initiate a billing review.

Invoices for non-regulated services not disputed within 60 days may not be subject to dispute thereafter.

Residence customers can call Cincinnati Bell at 513-565-2210 or 1-866-565-2210 toll free; while business customers can call 513-566-5050 or 1-866-279-9322 toll free. TTY customers can call 513-241-2899 or 1-800-261-9837 toll free. If after contacting our Business Office, you are unable to resolve your concern, or for communications concerning disputed amounts, including an instrument tendered as full satisfaction of the debt, you may write us at Customer Service Manager, P.O. Box 693, Cinti., OH 45201-0693 or call 513-565-8005 (1-800-768-3147).

If your complaint is not resolved after you have called Cincinnati Bell, or for general utility information, Ohio residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov. Residential customers may also contact the Ohio Consumers Counsel (OCC) for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org.

PAST DUE ACCOUNT

Pay immediately to avoid possible interruption of service.

Cincinnati Bell

TERRY GLENDENING

19 APPLE LN
MILFORD OH 45150

Invoice Date: 4/8/2012

Account #: 513-248-2476 551

Page: 1 of 2

Total Amount Due: \$412.15

Due Date: April 29, 2012

If payment received after April 29: \$418.05

To make a payment or get additional
information about your bill,
contact us:

www.cincinnatiBell.com

513-565-2210

Previous Charges

Last Month Total Due	\$304.38
Payment Received (through Apr 11, 2012)	\$0.00
Current Adjustments (through Apr 11, 2012)	\$0.00
Past Due Charges Please Pay Now	\$304.38

Covers the period: Apr 8, 2012 - May 7, 2012
See following page(s) for details

Current Charges

Local Services

Home Phone and Internet \$103.23

Local Service Taxes

\$4.54

This month's total \$107.77

Total Amount Due \$412.15

Thank you for choosing Cincinnati Bell. We appreciate your business.

Please return this remittance slip with your payment

12

Cincinnati Bell

#BWNKCBJ

#BWW SWSE XN9X NK5#

AV 01 015750 60728B 69 A**5DGT

|||||

001 011 087

TERRY GLENDENING

19 APPLE LN

MILFORD OH 45150-1601

Account #: 513-248-2476 551

Total Amount Due on April 29: \$412.15

If payment received after April 29: \$418.05

Your Payment:

\$ _____

|||||

PO BOX 748003

CINCINNATI OH 45274-8003

51324824765511 2 *0000XXXX*000041805000041215

Invoice Date: 4/8/2012

Account #: 513-248-2476 551

Page: 2 of 2

Local Services**Home Phone
and Internet
Cincinnati Bell**

Quantity	Description	Amount
	911 Charge	\$0.12
	Relay/TDD Service Surcharge	\$0.02
	Lifeline Recovery Surcharge	\$0.35
	Residence Line	\$0.00
	Federal Access Charge	\$5.27
	Complete Connections	\$37.95
	Unlisted Phone Number	\$4.95
	CBT Voice Messaging	\$0.00
	ZoomTown High Speed Internet	\$44.95
	Universal Service Fund	\$0.92
	Late Payment Fee	\$8.70
	Total	\$103.23

Local Service Taxes

Tax for Regulated Services	Fed	\$1.64	State	\$2.90	\$4.54
			Total		\$4.54

Payment Procedures

Please tear off the remittance sheet and place it, along with your payment, in the return envelope and mail it to Cincinnati Bell, PO Box 748003, Cincinnati, OH 45274-8003. If your payment is not received on or before the due date, a late payment charge of 2% will be assessed on your next bill (\$6.00 minimum charge applies for local telephone service and features if the balance for these services is \$25 or more). Pay your bill online or via phone. Visit www.cincinnati-bell.com or call 513-565-2210 to find out how.

All charges must be paid every month to keep your account current.

Question/Complaint Procedures

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PAST DUE ACCOUNT

Pay immediately to avoid possible interruption of service.

Cincinnati Bell

TERRY GLENDENING
19 APPLE LN
MILFORD OH 45150

Invoice Date: 5/8/2012

Account #: 513-248-2476 551

Page: 1 of 2

Total Amount Due: **\$520.75**

Due Date: **May 29, 2012**

If payment received after May 29: \$527.65

To make a payment or get additional
information about your bill,
contact us:
www.cincinnatiBell.com
513-565-2210

Previous Charges

Last Month Total Due	\$412.15
Payment Received (through May 10, 2012)	\$0.00
Current Adjustments (through May 10, 2012)	\$0.00
Past Due Charges Please Pay Now	\$412.15

Covers the period: May 8, 2012 - Jun 7, 2012
See following page(s) for details

Current Charges

Local Services	
Home Phone and Internet	\$104.08
One Time Charges and Credits	\$0.01CR
Local Service Taxes	\$4.53
This month's total	\$108.60

Total Amount Due **\$520.75**

Technical Support
that's ahead
of the curve



Technical support for all your electronic needs
for just \$14.99 a month.

Premium Technical Support is available for up-to 3 PCs and unlimited devices in your home network. Services include remote troubleshooting for PCs, home networking, computer security, new software, and peripheral devices for a monthly fee of \$14.99 per month. A one-year commitment is required to avoid early cancellation fees. Termination of service before the one-year commitment period may result in an early termination fee. Premium Technical Support is a best effort service; we cannot guarantee we'll be able to diagnose or resolve your issue. Cincinnati Bell specifically disclaims any representation that it will successfully correct any or all problems or issues with any software, hardware, or system or that the operation of any hardware, software or system will be uninterrupted or error free. Further, you agree that Cincinnati Bell is not responsible under any circumstances for loss or corruption of your data and/or software and that the limitations of liability set forth in the ZoomTown/Flexics Terms of Service are applicable to the period during which you receive technical support.

Please return this remittance slip with your payment

1

Cincinnati Bell

Account #: 513-248-2476 551

Total Amount Due on May 29: **\$520.75**

If payment received after May 29: \$527.65

Your Payment:

\$

#BWNKCBJ
#8WW SWSE XN9X NK5#
AV 01 015972 74425B 78 A**5DGT
001 011 087
TERRY GLENDENING
19 APPLE LN
MILFORD OH 45150-1601



PO BOX 748003
CINCINNATI OH 45274-8003

51324824765511 2 *0000XXXX*000052765000052075

Invoice Date: 5/8/2012

Account #: 513-248-2476 551

Page: 2 of 2

Local Services

**Home Phone
and Internet
Cincinnati Bell**

Quantity	Description	Amount
	911 Charge	\$0.12
	Relay/TDD Service Surcharge	\$0.02
	Lifeline Recovery Surcharge	\$0.30
	Residence Line	\$0.00
	Federal Access Charge	\$5.27
	Complete Connections	\$37.95
	Unlisted Phone Number	\$4.95
	CBT Voice Messaging	\$0.00
	ZoomTown High Speed Internet	\$44.95
	Universal Service Fund	\$0.92
	Late Payment Fee	\$9.60
	Total	\$104.08

**One Time Charges
and Credits
Cincinnati Bell**

Description	Amount
SERVICE ORDER NUMBER JRATECHG	
Credit for rate adjustment at .05	
to the Lifeline Recovery Surcharge,	
May 01 thru May 07 (7 day fractional).	\$0.01CR
Total	\$0.01CR

Local Service Taxes

Tax for Regulated Services	Fed \$1.63	State \$2.90	\$4.53
Total			\$4.53

Payment Procedures

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All charges must be paid every month to keep your account current.

Question/Complaint Procedures

If you think you have been incorrectly billed, you should call Cincinnati Bell at the following numbers within 60 days. A call to the Business office will initiate a billing review.

Invoices for non-regulated services not disputed within 60 days may not be subject to dispute thereafter.

Residence customers can call Cincinnati Bell at 513-565-2210 or 1-866-565-2210 toll free; while business customers can call 513-566-5050 or 1-866-279-9322 toll free. TTY customers can call 513-241-2899 or 1-800-261-9837 toll free. If after contacting our Business Office, you are unable to resolve your concern, or for communications concerning disputed amounts, including an instrument tendered as full satisfaction of the debt, you may write us at Customer Service Manager, P.O. Box 693, Cincinnati, OH 45201-0693 or call 513-565-6005 (1-800-768-3147).

If your complaint is not resolved after you have called Cincinnati Bell, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

Complaints EX-16
23Method of Communication

The Utility argues that it is unreasonable to communicate in writing rather than by telephone (7/23/12, item 3). I would argue that it is unreasonable to expect telephone communication, for the following reasons:

1. CBT is directly responsible for my lack of personal telephone and internet service!
It was the CBT technician who inadvertently disconnected my services on 12/24/12.
Yet now CBT wants to dictate that specific medium through which to communicate.
2. If CBT had shown up for the appointment on 12/27/11, chosen and scheduled by CBT, there would be no problem. Despite the inconvenience its actions have caused the customer, CBT expects not to be inconvenienced by the consequences of its actions. Instead, CBT expects the customer to experience additional inconvenience.
3. It is possible that the disconnection occurred during the installation of the N.I.D. and stems from faulty connections exiting the box. If CBT was willing to check those connections instead of simply plugging something into the jack, communication may have been restored, at least to its former state. Then I would have attempted to call despite any leftover static.
4. I explained to CBT that phone communication was not an effective option because:
 - I do not carry a personal cell phone. If I had another personal phone of any kind, then I would not have needed CBT's landline. One personal phone is enough.
 - For medical reasons, I minimize cell phone use altogether. (microwaves, etc.)
 - I do not borrow friends' cell phones unless absolutely necessary, such as emergencies or medically related inquiries.
 - Despite having a work cell, I often use my landline for work.
 - Although I do have a work cell phone, I do not use it for personal calls.
Using my work phone for personal calls would sacrifice the related tax deduction.
5. CBT didn't just want me to call them by phone. CBT requested a contact number where the Utility could reach me as well.
 - CBT's letter of 2/14/12, paragraph 2 requests "a valid can be reached number". P.U.C.O.'s letter of 5/22/12 indicates that CBT requested a contact number.
 - Even if I had been able to borrow a friend's phone to make a call, it wouldn't have been a 'valid can be reached number'. I couldn't ask a friend to do without while I sat around waiting for CBT to call me on a friend's phone.
 - Borrowing friends' phones is not always an option. For example, although people are available during the holidays or when on vacation, they are less available to lend a frequently used item while working. It's not a dependable option.
 - Other companies (TWC) allow appointments to be made by visiting a retail location, so why won't CBT?

6. CBT is overstepping reasonable bounds by trying to impose demands on my lifestyle.
 - Not everyone is addicted to technology and telecommunications, so not everyone carries a personal cell phone.
 - What does CBT expect?
 - that I would sacrifice my tax deduction just to call them on my work phone? (not even my family has my work phone number)
 - that I would subscribe to another landline just to get the one fixed that CBT's repair technician disconnected?
 - that I would ignore medical concerns and buy another cell phone just for CBT's convenience?
7. Attempts to communicate by phone were ineffective.
 - One example is the Zoomtown reference request. Multiple CBT personnel over multiple phone conversations misperceived the purpose of that request. CBT's letter dated 2/23/12 (page 1, paragraph 1 and page 2, paragraph 1) indicates that the misperception had not been cleared up through the phone conversations on 12/16/11 and 12/17/11.
 - On 12/28/11, the repairman was supposed to check ALL of the N.I.D. connections. This strategy was developed over the phone on 12/27/11. Yet CBT's ANSWER to my formal complaint (page 2, item 10), and previous letters verifies that the technician only checked whether the service was working **up to** the 12/24 N.I.D. So the communication as to what he was supposed to do did not transmit.
8. Given all the miscommunication throughout this process, it is good to have adequate documentation of what was said. That way it can be referenced by any involved party at any time.
 - One thing I want documented is that subsequent to this hearing I will give CBT another opportunity to finish replacing the aerial drop. However, in no way does my cooperation constitute acceptance of the location of the extra N.I.D. I am not at all comfortable with the box being outside the home, especially when there was an existing one inside the home where CBT had already established the demarcation point. I intend to pursue this matter in whatever arena is necessary, so I want it on record that I am in no way agreeing to the changes CBT is intending to make.
 - I would also like to point out that my letter of 2/23/12 states, *"I am still willing to work with Cincinnati Bell on this matter, but not without having each of the issues raised in my letters taken seriously and addressed specifically."* Therefore, even if I had a phone available for personal use, we would still have been waiting for CBT to address important concerns before scheduling another appointment. It was CBT's non-responsive practices which created delay.

CINCINNATI BELL
PO BOX 1199
CINCINNATI OH 45201

Cincinnati BellSM

DATE: July 04, 2012
ACCOUNT #: 5132482476551
PAST DUE BALANCE: \$423.75

Camp 200013
Cross Exam
Ex. 1



99417-28



TERRY GLENDENING
19 APPLE LN
MILFORD OH 45150-1601

KX000167

Final Bill Delinquent Notice

Dear Terry Glendenning,

Your final bill, account number 5132482476551 with an outstanding balance of \$423.75 is past due. If payment is not received by July 18, 2012, we will be left with no alternative but to refer your account to a collection agency.

Contact us immediately at (513) 565-6060 or toll free (866) 566-6166 to make payment. To pay the entire balance in person, visit www.cincinnatiBell.com for a list of convenient paystation locations. You can mail a payment to:

CINCINNATI BELL
PO BOX 748003
CINCINNATI OH 45274-8003

Mailed payments can take up to 7 business days to post against the balance of your account. Please include the total amount due in the remittance envelope provided. To ensure proper handling, write your account number on your check or money order and include the attached remittance document.

If you have made payment in full, please disregard this notice. You may contact us at (513) 565-6060 or toll free (866) 566-6166 to discuss your account further. Your prompt attention to this matter is required.

Thank you for choosing Cincinnati Bell.

If your complaint is not resolved after you have called Cincinnati Bell, or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO), toll free at 1-800-686-7826 or for TDD/TTY toll free at 1-800-686-1570, from 8:00 a.m. to 5:00 p.m. weekdays, or visit www.puco.ohio.gov.

Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org.

↓ Detach Here ↓

Important:

To insure proper credit, please return this portion to the address shown below with your payment.

Cincinnati BellSM

DATE: July 04, 2012
ACCOUNT #: 5132482476551
PAST DUE BALANCE: \$423.75

99417-28

CINCINNATI BELL
PO BOX 748003
CINCINNATI OH 45274-8003



5132482476551 2 *00000000*0000000000000042375

Additional Disconnection Information

For Ohio customers only:

If you have a complaint in regard to this disconnection notice that cannot be resolved after you have called Cincinnati Bell, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).

The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

For Kentucky customers only:

Kentucky customers may dispute the reason for termination by writing the address below.

For Billing and Correspondence:

Cincinnati Bell Telephone

PO Box 748003

Cincinnati, OH 45274-8003

Account/TN# 5132482476551 TERRY GLENDENING

Pass Code:



#307330334 - 5/18/2012 11:39:10 AM - Agent: SUSAN JOBE (SJOB393)

INBOUND REG **Cust Relations-
Exec Office**

EXCT CARE Received a call from Reg questioning the new SNI that was installed on the outside of the home. I called and spoke to Gary Steiner. He said that when she first called in on 12-24-12, she was told that the trouble was found in the outside wiring. We sent a tech out on the 28th and the customer was not at home to let the technician in. The tech replaced the ariel drop and placed a new sni on the house. Test showed that she had dial tone going to the home which is all CBT is required to do. We sent several letters asking that she call in and schedule a visit, she refused to cooperate so we advised her we could not assist her any further. She now has a bill totaling \$520.75. She will have a final bill that will have proration charges and will give her credit back to 04-02-12, however she is going to be billed \$100.00 for the unreturned ZT modem. Bob will relay this information to the commission. sej x55623

Disposition: [ExecOffc] Subsequent Contact

CNR - AGENT
TN#
ACCT#5132482476551

#302525080 - 4/2/2012 10:40:59 AM - Agent: Maria Rivarez (MRIV428V)

OTHER REG **Collections**

Suspended HP & ZT for non-pay.. must pay full past due to restore svc..

COLLECTIONSTRMNT

Disposition: [Collections] CBT > Collection Activity > Suspend/Deny

- AGENT
TN#
ACCT#5132482476551

#301444615 - 3/22/2012 8:25:25 AM - Agent: SUSAN JOBE (SJOB393)

INBOUND REG **Cust Relations-
Exec Office**

EXCT CARE Received another letter from Terry, she is still refusing to call in or provide a CBR number. She is claiming we are not addressing her issues. I will take this to the repair manager to see what we need to do. The customer is again refusing to be home for the repair technician. I had collections add a 30 day hold on the account that will expire 03-28-12. She has not made a payment since 12-28-12. I did try to call her on the home number and got her voice mail. she claims her service has not worked since 12-24-12 and that she has to retrieve her messages from a different location. Not sure what's going on. will respond to her once I speak to repair. sej x55623

Disposition: [ExecOffc] Subsequent Contact

CNR - AGENT
TN#5132482476
ACCT#5132482476551

#298759668 - 2/27/2012 3:42:30 PM - Agent: SUSAN JOBE (SJOB393)

INBOUND REG **Cust Relations-
Exec Office**

EXCT CARE Customer sent in another CSM letter concerning a repair issue. cust has not received my letter dated 02-24-12. Will wait to see if customer calls in to schedule a repair visit. also had credit place a (30) day hold on the account while working on resolution. sej x55623

Disposition: [ExecOffc] Subsequent Contact

CNR - AGENT
TN#5132482476
ACCT#5132482476551

#298312314 - 2/23/2012 2:04:38 PM - Agent: SUSAN JOBE (SJOB393)

INBOUND REG **Cust Relations-
Exec Office**

EXCT CARE Customer sent in another CSM letter dated 02-17-12 post dated 02-21-12 claiming that she didn't receive my response letter sent on 02-14-12. Customer is again claiming that she has not had service since 12-24-11. she is asking us to disconnect the service, give her credit for two months of service and credit for loss of income. In my response letter I gave her the number to repair, my name and number to contact. she claims she is not able to make personal calls from her place of employment and she was not able to find a pay phone. She was however, able to retrieve messages that were left on her vm from myself and repair from another location. she refuses to provide us with an alternative number to contact her. She said that she can not be home to let the repairman in. Per repair manager, she called on 12-16-11 to report static on the line. she called back in on the 17th asking for a credit. we tested the line on 12-20-11 and could not determine if the problem was inside or out. we dispatched a tech on 12-24-11 and he replaced the aerial drop and made it good to the SNI. Another ticket was put in on 12-27-11 and a tech was dispatched out on 12-28-11, ticket was not accessed, note was left, all good at the SNI. Tested the line today and it is testing Open Out Near Drop, may be indicating a problem with the wiring or equipment that is plugged into the telephone network. We will not dispatch until we know the customer will be there. I am responding back with another letter today. sej x55623

CNR - AGENT
TN#5132482476
ACCT#5132482476551

Disposition: [ExecOffc] Subsequent Contact

#295728442 - 1/31/2012 1:39:39 PM - Agent: SUSAN JOBE (SJOB393)

EXCT CARE Per Amy, the customer has never called back in for a repair visit.
Per Amy:

On 12/16/11, CCI for static. On 12/24/11, the tech repaired the aerial drop and installed the SNI (gray box). Please see the attached pictures, Gary has sent me. This is a clean run. The field technician followed proper procedure.

On 12/27/11, CCI for repair. On 12/28/11, the tech went out; however, the customer was not home. The repair ticket was no accessed. This customer has never called back to reschedule the appointment.

Per Tech: The job installing the new SNI is nice and neat. I would rate this job as above average.

I called Ms. Glendening, did not get an answer. I left her a message to call me back to schedule a visit. sej x55623

Disposition: [ExecOffc] Subsequent Contact

#295221957 - 1/26/2012 4:56:07 PM - Agent: SUSAN JOBE (SJOB393)

EXCT Care received CSM letter from customer, said has been without service and internet for over a month. said that we keep telling him the problem is outside. made two visits and still not fixed. cust is a Dr and has lost over \$800.00 from missed appointments. cust also said that we installed a grey box on the side of his house and drilled holes in his siding. sent this to Amy. she will investigate and get back to me. sej x55623

Disposition: [ExecOffc] Initial Contact Escalation Res > CBT > Repair > Cust Serv Correspondence

INBOUND REG **Cust Relations-
Exec Office**
CNR - AGENT
TN#5132482476
ACCT#5132482476551

INBOUND REG **Cust Relations-
Exec Office**
CNR - AGENT
TN#5132482476
ACCT#5132482476551

Filter: ☒ Agent Entered Notes ☒ System Generated Events / Notes ☐ Archived | Filter by TN: Show ALL

☒ Collections ☒ Cust Relations-Exec Office ☒ Remedy ZoomTown ☒ TechSupport ☒ Unknown ☒ AegisWeb ☒ CATD ☒ CNR
☒ COLLECTIONSTRMNT ☒ CRIS ☒ EPS ☒ FSM ☒ OSORDER

Sort: Default

☐ Descending

to



Search

312184668 - 7/4/2012 1:31:12 AM - Agent: (COLLTRT)

Collections Sent Final Bill Reminder Notice. Disconnect Amount 423.75 Disconnect Date 07/18/2012

OTHER

Unknown
COLLECTIONSTRMNT -
SYSTEM
TN#

ACCT#5132482476551

306901870 - 5/14/2012 6:39:20 PM - Agent: Alvy Garay (AGAR321V)

Order #: D9963806 Status: complete Primary TN: 513-248-2476 551 Completion Date: 05-14-12 App Date: 05-11 01 Sales Code: 6505 Class of Service: 1FR Due Date: 05-14-2012 Due Date Changed: N

OTHER

Collections
OSORDER - SYSTEM
TN#
ACCT#5132482476551
ORDER #D9963806

306930899 - 5/14/2012 12:00:00 AM - Agent: (SYSTEM)

Zoomtown Modem Needs to be Returned

OTHER

Unknown
CRIS - SYSTEM
TN#5132482476
ACCT#5132482476551

306641290 - 5/11/2012 1:16:18 PM - Agent: Alvy Garay (AGAR321V)

Order #: D9963806 Status: pending Primary TN: 513-248-2476 551 Completion Date: App Date: 05-11 01 Sales Code: 6505 Class of Service: 1FR Due Date: 05-14-12 Due Date Changed: N

OTHER

Collections
OSORDER - SYSTEM
TN#
ACCT#5132482476551
ORDER #D9963806

306641273 - 5/11/2012 1:16:00 PM - Agent: Alvy Garay (AGAR321V)

ONP 0514

OTHER

Collections
CRIS - SYSTEM
TN#
ACCT#5132482476551

302825940 - 4/4/2012 11:41:25 AM - Agent: Yva Ybanez (YYBA844V)

Account on 30-day hold per Shonda Stapleton

[Collections]>CBT>Collection Activity>Hold

OTHER

Collections
COLLECTIONSTRMNT -
AGENT
TN#
ACCT#5132482476551

302524929 - 4/2/2012 10:39:19 AM - Agent: Maria Rivarez (MRIV428V)

Internet service in FSM was suspended for Non-Payment.

OTHER

Collections
FSM - AGENT
TN#
ACCT#5132482476551

302524883 - 4/2/2012 10:38:54 AM - Agent: Maria Rivarez (MRIV428V)


DENY0402

OTHER

Collections
CRIS - SYSTEM
TN#
ACCT#5132482476551

302524685 - 4/2/2012 10:38:54 AM - Agent: Maria Rivarez (MRIV428V)

TRT CHG FROM 000000000050000000000058

OTHER **Collections**

CRIS - SYSTEM

TN#

ACCT#5132482476551

301561491 - 3/23/2012 9:56:32 AM - Agent: Alvy Garay (AGAR321V)

hold til 03/28

[Collections]>CBT>Collection Activity>Review

OTHER **Collections**

COLLECTIONSTRMTNT -

AGENT

TN#

ACCT#5132482476551

301477893 - 3/22/2012 1:55:35 PM - Agent: SUSAN JOBE (SJOB393)

EXCT CARE Spoke to a repair supervisor concerning Ms. Glendening's recent letter to CSM department. He suggested that we contact the foreman and have him go to the residence and check all the outside wiring again before we respond. I called Gary Steiner and he had been to her residence previously. He said that he would make another visit to check outside wiring and let me know if everything is good on our end. If so, we will respond back in writing our findings and she will need to contact our repair department before dispatching any repair techs. She is not being cooperative and is not allowing us access to the inside of her home. she is also refusing to be there when repair goes out. If she refuses again, there is nothing else CBT can do to assist her. sej x55623

[ExecOffc]>>>Subsequent Contact

INBOUND

**Cust Relations-Exec****Office**

CNR - AGENT

TN#5132482476

ACCT#5132482476551

301443788 - 3/22/2012 8:09:20 AM - Agent: Rowena Taverna (RTAV360V)

HOLD TILL 3/28

[Collections]>CBT>Collection Activity>Hold

OTHER **Collections**

COLLECTIONSTRMTNT -

AGENT

TN#

ACCT#5132482476551

301069512 - 3/17/2012 3:02:00 PM - Agent: (COLLTRT)

Collections Made Sound Bite 1 collection call at 15:02:00 with AMD DETECTED - END 197.49

OTHER **Unknown**

COLLECTIONSTRMTNT -

SYSTEM

TN#

ACCT#5132482476551

300352291 - 3/11/2012 12:00:00 AM - Agent: (COLLTRT)

Collections Sent Disconnection Notice. Disconnect Amount 197.49 Disconnect Date 03/20/2012

OTHER **Unknown**

COLLECTIONSTRMTNT -

SYSTEM

TN#

ACCT#5132482476551

300483140 - 3/11/2012 12:00:00 AM - Agent: (SYSTEM)

Change Treatment History

OTHER **Unknown**


CRIS - SYSTEM

TN#

ACCT#5132482476551

300303167 - 3/9/2012 12:00:00 AM - Agent: (COLLTRT)

Collections Made Sound Bite 1 collection call at 17:17:00 with AMD DETECTED - END

OTHER **Unknown**

COLLECTIONSTRMTNT -


SYSTEM

TN#

ACCT#5132482476551

300223666 - 3/8/2012 12:00:00 AM - Agent: (COLLTRT)

Collections Made Sound Bite 1 collection call at 11:56:00 with AMD DETECTED - END

OTHER **Unknown**

COLLECTIONSTRMTNT -

SYSTEM

TN#

ACCT#5132482476551

300092595 - 3/7/2012 12:00:00 AM - Agent: (COLLTRT)

Collections Made Sound Bite 1 collection call at 12:46:00 with A LIVE PARTY WAS REACHED

OTHER **Unknown**

COLLECTIONSTRMTNT -

SYSTEM

TN#

ACCT#5132482476551

298767987 - 2/27/2012 4:21:56 PM - Agent: Maria Rivarez (MRIV428V)

Account on 30 day hold per B. Hein

[Collections]>CBT>Collection Activity>Hold

OTHER **Collections**

COLLECTIONSTRMTNT -

AGENT

TN#

ACCT#5132482476551

298463527 - 2/24/2012 2:20:45 PM - Agent: SUSAN NILES (SNIL647)

adjusted late fees as courtesy due to unresolved repair issue.

[ExecOffc]>>>Subsequent Contact

INBOUND

**Cust Relations-Exec****Office**


CNR - AGENT

TN#5132482476

ACCT#5132482476551

298440844 - 2/24/2012 11:50:20 AM - Agent: SUSAN NILES (SNIL647)

Adjustment made in the amount of :\$7.41 - Reason Codes: OCC

OTHER **Cust Relations-Exec****Office**

CRIS - SYSTEM

TN#

ACCT#5132482476551

297244033 - 2/14/2012 2:25:00 PM - Agent: SUSAN JOBE (SJOB393)

EXCT CARE Customer sent in another letter dated February 6, 2012 saying that her service is still out since Dec 24th. The letter stated that she was able to retrieve the messages that I had left asking her to contact me to set up a repair visit. no one has called. I sent a response letter advising terry to provide us with a CBR number or to call EXCT ofc or repair, I also advised someone will need to be at the premise when the tech arrives. sej

INBOUND

**Cust Relations-Exec****Office**

CNR - AGENT

TN#5132482476

ACCT#5132482476551

x55623

[ExecOff]>>>Subsequent Contact

291587227 - 12/29/2011 1:29:53 PM - Agent: Monaliza Rondael (MRON484V)

Ticket Number: TS111223350 Problem Summary: last CB- left VM Status: Resolved

Assigned To Group: ZTHD Tier 2 Priority: Low <http://aegisweb:80/?>

[TicketNumber=TS111223350](#)

[AegisIT]>>>Transmission/Static/Noise>Credit Request (Resolved)

291546950 - 12/29/2011 9:30:39 AM - Agent: Monaliza Rondael (MRON484V)

Ticket Number: TS111223350 Problem Summary: 2nd CB-12/29/2011 9:29:50 AM Status:

WIP Assigned To Group: ZTHD Tier 2 Priority: Low <http://aegisweb:80/?>

[TicketNumber=TS111223350](#)

[AegisIT]>>>Transmission/Static/Noise>Credit Request (Resolved)

291512347 - 12/28/2011 9:29:40 PM - Agent: (A.2011.12.28)

Payment of 98.77 - Payment Type: Sale - Line of business: Wireline - Status: (RECV)

Received

291476965 - 12/28/2011 3:39:00 PM - Agent: Monaliza Rondael (MRON484V)

Ticket Number: TS111223350 Problem Summary: 1st CB-12/28/2011 3:38:12 PM Status:

WIP Assigned To Group: ZTHD Tier 2 Priority: Low <http://aegisweb:80/?>

[TicketNumber=TS111223350](#)

[AegisIT]>>>Transmission/Static/Noise>Credit Request (Resolved)

291476940 - 12/28/2011 3:38:54 PM - Agent: Monaliza Rondael (MRON484V)

Ticket Number: TS111223350 Problem Summary: 1st CB-12/28/2011 3:38:12 PM Status:

On Hold Assigned To Group: ZTHD Tier 2 Priority: Low <http://aegisweb:80/?>

[TicketNumber=TS111223350](#)

[AegisIT]>>>Transmission/Static/Noise>Credit Request (Resolved)

291475922 - 12/28/2011 3:29:52 PM - Agent: Monaliza Rondael (MRON484V)

Callback Time: 12/28/2011 4:00:00 PM Ticket Number: TS111223350 Group: ZTHD Tier 2

Status: Completed Reason: Completed - Contact made Contact Name: GLENDENING,

TERRY Contact #: 5132482476 Notes: check the phone then process credit

291475881 - 12/28/2011 3:29:22 PM - Agent: Monaliza Rondael (MRON484V)

Callback Time: 12/28/2011 4:00:00 PM Ticket Number: TS111223350 Group: ZTHD Tier 2

Status: Completed Reason: Completed - Contact made Contact Name: GLENDENING,

TERRY Contact #: 5132482476 Notes: check the phone then process credit

291424525 - 12/28/2011 9:54:17 AM - Agent: (SYSTEM)

Reportable Payment: 98.77 / RPC

291353848 - 12/27/2011 4:52:53 PM - Agent: Arem Gabuya (AGAB913V)

Ticket has been processed for TN: 5132482476. Ticket Number: 3886687

[611GBS]Dial Tone>All Phones All Calls>No Dial Tone>Dispatch (Resolved)

290593510 - 12/20/2011 12:45:27 PM - Agent: Darling Ali (DALI633V)

Callback Time: 12/28/2011 4:00:00 PM Ticket Number: TS111223350 Group: ZTHD Tier 2

Status: Scheduled Contact Name: GLENDENING, TERRY Contact #: 5132482476 Notes:

check the phone then process credit

290593475 - 12/20/2011 12:45:13 PM - Agent: Darling Ali (DALI633V)

Callback Time: 12/28/2011 4:00:00 PM Ticket Number: TS111223350 Group: ZTHD Tier 2

Status: Scheduled Contact Name: GLENDENING, TERRY Contact #: 5132482476 Notes:

check the phone then process credit

290593433 - 12/20/2011 12:44:44 PM - Agent: Darling Ali (DALI633V)

Ticket Number: TS111223350 Problem Summary: CBR 12/28 4 pm for credit request

Status: On Hold Assigned To Group: ZTHD Tier 2 Priority: Low <http://aegisweb:80/?>

[TicketNumber=TS111223350](#)

[AegisIT]>>>Transmission/Static/Noise>Credit Request (Resolved)

290332962 - 12/17/2011 5:07:03 PM - Agent: Jerome Jugos (JJUG664V)

Ticket Number: TS111223350 Problem Summary: credit req dispatch 12/27 Status: On Hold


Assigned To Group: ZTHD Tier 2 Priority: Low <http://aegisweb:80/?>

[TicketNumber=TS111223350](#)

[AegisIT]>>>Transmission/Static/Noise>Credit Request (Resolved)

290220678 - 12/16/2011 3:27:41 PM - Agent: Oliver Alcachupas (OALC083V)

Ticket Number: TS111223350 Problem Summary: credit req Status: On Hold Assigned To


OTHER 

Remedy ZoomTown

AegisWeb - AGENT

TN#5132482476

ACCT#5132482476551

OTHER 

Remedy ZoomTown

AegisWeb - AGENT

TN#5132482476

ACCT#5132482476551

OTHER 


Unknown

EPS - SYSTEM

TN#

ACCT#5132482476551

EPS ID51368747


OTHER 

Remedy ZoomTown

AegisWeb - AGENT

TN#5132482476

ACCT#5132482476551

OTHER 

Remedy ZoomTown

AegisWeb - AGENT

TN#5132482476

ACCT#5132482476551


OUTBOUND 

Remedy ZoomTown

AegisWeb - AGENT

TN#5132482476

ACCT#5132482476551


OUTBOUND 

Remedy ZoomTown

AegisWeb - AGENT

TN#5132482476

ACCT#5132482476551


OTHER 

Unknown

CRIS - SYSTEM

TN#

ACCT#5132482476551

INBOUND 

TechSupport

CATD - AGENT

TN#5132482476

ACCT#5132482476551

CATDID150109.21450|26793666


OTHER 

Remedy ZoomTown

AegisWeb - AGENT

TN#5132482476

ACCT#5132482476551

OTHER 

Remedy ZoomTown

AegisWeb - AGENT

TN#5132482476

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Remedy ZoomTown

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OTHER 

Remedy ZoomTown

AegisWeb - AGENT

TN#5132482476

ACCT#5132482476551

OTHER 

TechSupport

AegisWeb - AGENT

Group: ZTHD Tier 2 Priority: Low <http://aegisweb.80/?TicketNumber=TS111223350>

[AegisIT]>>Transmission/Static/Noise>Credit Request (Resolved)

290218901 - 12/16/2011 3:10:14 PM - Agent: Soledad Buenaluz (SBUE535V)

Ticket Number: TS111223350 Problem Summary: credit req Status: Assigned Assigned To

Group: ZTHD Tier 2 Priority: Low <http://aegisweb.80/?TicketNumber=TS111223350>

[AegisIT]>>Transmission/Static/Noise>Credit Request (Resolved)

290216420 - 12/16/2011 2:44:50 PM - Agent: Soledad Buenaluz (SBUE535V)

Ticket Number: TS111223350 Problem Summary: credit req Status: Assigned Assigned To

Group: ZTHD Tier 2 Priority: Low <http://aegisweb.80/?TicketNumber=TS111223350>

[AegisIT]>>Transmission/Static/Noise>Credit Request (Resolved)

290216110 - 12/16/2011 2:41:10 PM - Agent: Soledad Buenaluz (SBUE535V)

Ticket has been processed for TN: 5132482476. Ticket Number: 3868845

[611GBS]Dial Tone>Transmission>Static On Line>Dispatch (Resolved)

287450635 - 11/21/2011 9:51:19 PM - Agent: (A.2011.11.21)

Payment of 98.77 - Payment Type: Sale - Line of business: Wireline - Status: (RECV)

Received

287363040 - 11/21/2011 9:54:36 AM - Agent: (SYSTEM)

Reportable Payment: 98.77 / RPC

284102587 - 10/24/2011 9:14:39 PM - Agent: (A.2011.10.24)

Payment of 98.77 - Payment Type: Sale - Line of business: Wireline - Status: (RECV)

Received

284009009 - 10/24/2011 9:54:14 AM - Agent: (SYSTEM)

Reportable Payment: 98.77 / RPC

281955036 - 10/5/2011 1:46:19 PM - Agent: Joe San Gabriel (JSAN447V)

Ticket Number: TS111005979 Problem Summary: Step History: Verify provisioning, Check SSID and Channel, NOTES: > terry glendening > catd verified > cb: 5132482476 / > no internet connection for a week > modem: 327w > dsl blinking > unplug modem > lock the port > replug the modem > unlock the port > dsl solid > operation status up > mac is up and running > access gui > walk thru cu to get ssid and on wpa > let the cu connect to the newly secured network > mac is connected and up and running. -Verify provisioning: -Check SSID and Channel: Status: Resolved CATD Step: Check SSID and Channel Assigned To Group: ZTHD Tier 1 Assigned to Agent: Joe-Roman San Gabriel (jsan447v) Priority: Low <http://aegisweb.80/?TicketNumber=TS111005979>

[AegisZoomTown]>ZoomTown>Networking>Networking Connectivity (Resolved)

281031600 - 9/27/2011 9:14:32 PM - Agent: (A.2011.09.27)

Payment of 98.72 - Payment Type: Sale - Line of business: Wireline - Status: (RECV)

Received

280960489 - 9/27/2011 10:54:18 AM - Agent: (SYSTEM)

Reportable Payment: 98.72 / RPC

276480454 - 8/18/2011 9:08:06 PM - Agent: (A.2011.08.18)

Payment of 98.77 - Payment Type: Sale - Line of business: Wireline - Status: (RECV)

Received

276402616 - 8/18/2011 9:54:14 AM - Agent: (SYSTEM)

Reportable Payment: 98.77 / RPC


273776303 - 7/27/2011 9:09:03 PM - Agent: (A.2011.07.27)

Payment of 98.68 - Payment Type: Sale - Line of business: Wireline - Status: (RECV)

Received

273698386 - 7/27/2011 9:54:13 AM - Agent: (SYSTEM)

Reportable Payment: 98.68 / RPC

OTHER 


INBOUND 

INBOUND 

OTHER 

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INBOUND 

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OTHER 

TN#5132482476
ACCT#5132482476551

TechSupport

AegisWeb - AGENT

TN#5132482476

ACCT#5132482476551

TechSupport

AegisWeb - AGENT

TN#5132482476

ACCT#5132482476551

CATDID150098.18286

TechSupport

CATD - AGENT

TN#5132482476

ACCT#5132482476551

CATDID150098.18286|26637961

Unknown

EPS - SYSTEM

TN#

ACCT#5132482476551

EPS ID50721413

Unknown

CRIS - SYSTEM

TN#

ACCT#5132482476551

Unknown

EPS - SYSTEM

TN#

ACCT#5132482476551

EPS ID50226164

Unknown

CRIS - SYSTEM

TN#

ACCT#5132482476551

TechSupport

AegisWeb - AGENT

TN#5132482476

ACCT#5132482476551

CATDID150026.13558

Unknown

EPS - SYSTEM

TN#

ACCT#5132482476551

EPS ID49738101

Unknown

CRIS - SYSTEM

TN#

ACCT#5132482476551

Unknown

EPS - SYSTEM

TN#

ACCT#5132482476551

EPS ID49065351

Unknown

CRIS - SYSTEM

TN#

ACCT#5132482476551

Unknown

EPS - SYSTEM

TN#

ACCT#5132482476551


EPS ID48651558

Unknown

CRIS - SYSTEM

TN#

ACCT#5132482476551

269924188 - 6/28/2011 9:16:49 PM - Agent: (A.2011.06.28)Payment of 98.71 - Payment Type: Sale - Line of business: Wireline - Status: (RECV)
ReceivedOTHER **Unknown**
EPS - SYSTEM
TN#
ACCT#5132482476551
EPS ID48103461**269825921 - 6/28/2011 10:54:16 AM - Agent: (SYSTEM)**


Reportable Payment: 98.71 / RPC

OTHER **Unknown**
CRIS - SYSTEM
TN#
ACCT#5132482476551**266535973 - 5/31/2011 9:08:11 PM - Agent: (A.2011.05.31)**Payment of 98.71 - Payment Type: Sale - Line of business: Wireline - Status: (RECV)
ReceivedOTHER **Unknown**
EPS - SYSTEM
TN#
ACCT#5132482476551
EPS ID47569873**266457991 - 5/31/2011 9:54:34 AM - Agent: (SYSTEM)**

Reportable Payment: 98.71 / RPC

OTHER **Unknown**
CRIS - SYSTEM
TN#
ACCT#5132482476551**261526859 - 4/19/2011 9:19:50 PM - Agent: (A.2011.04.19)**Payment of 98.33 - Payment Type: Sale - Line of business: Wireline - Status: (RECV)
ReceivedOTHER **Unknown**
EPS - SYSTEM
TN#
ACCT#5132482476551
EPS ID46785954**261440572 - 4/19/2011 10:54:48 AM - Agent: (SYSTEM)**


Reportable Payment: 98.33 / RPC

OTHER **Unknown**
CRIS - SYSTEM
TN#
ACCT#5132482476551**258165309 - 3/21/2011 9:32:15 PM - Agent: (A.2011.03.21)**Payment of 97.30 - Payment Type: Sale - Line of business: Wireline - Status: (RECV)
ReceivedOTHER **Unknown**
EPS - SYSTEM
TN#
ACCT#5132482476551
EPS ID46211740**258062149 - 3/21/2011 9:54:56 AM - Agent: (SYSTEM)**


Reportable Payment: 97.30 / RPC

OTHER **Unknown**
CRIS - SYSTEM
TN#
ACCT#5132482476551**254728493 - 2/23/2011 9:19:26 PM - Agent: (A.2011.02.23)**Payment of 97.30 - Payment Type: Sale - Line of business: Wireline - Status: (RECV)
ReceivedOTHER **Unknown**
EPS - SYSTEM
TN#
ACCT#5132482476551
EPS ID45649514**254752427 - 2/23/2011 9:54:44 AM - Agent: (SYSTEM)**

Reportable Payment: 97.30 / RPC

OTHER **Unknown**
CRIS - SYSTEM
TN#
ACCT#5132482476551**251303631 - 1/26/2011 9:24:23 PM - Agent: (A.2011.01.26)**Payment of 97.30 - Payment Type: Sale - Line of business: Wireline - Status: (RECV)
ReceivedOTHER **Unknown**
EPS - SYSTEM
TN#
ACCT#5132482476551
EPS ID45095649**251318705 - 1/26/2011 9:54:54 AM - Agent: (SYSTEM)**

Reportable Payment: 97.30 / RPC

OTHER **Unknown**
CRIS - SYSTEM
TN#
ACCT#5132482476551

Residence B4
7

CINCINNATI BELL TELEPHONE COMPANY LLC
Residence Service Agreement - Local Telephone Services
Nonresidence Service Agreement - Local Telephone Services

Section 3 - Regulations

A. GENERAL

The regulations of this section apply to all sections of this Agreement unless specified elsewhere in this Agreement. These regulations are in addition to the regulations in the Company's tariffs. Where the regulations in this Agreement are in conflict with the regulations in the Company's tariffs, the tariffed regulations apply.

Each revision will be effective on the date shown in this Agreement, subject to PUCO customer notice requirements.

B. OBLIGATION AND LIABILITY OF THE COMPANY

1. Availability of Facilities

The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain, and maintain without unreasonable expense suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

2. Transmitting Messages

The Company does not undertake to transmit messages but offers the use of its facilities for communications between its customers.

CINCINNATI BELL TELEPHONE COMPANY LLC
Residence Service Agreement - Local Telephone Services
Nonresidence Service Agreement - Local Telephone Services

Section 3 - Regulations

B. OBLIGATION AND LIABILITY OF THE COMPANY (Continued)

3. Service Irregularities and Interruptions

In view of the fact that the Customer has exclusive control of his communications over the facilities furnished him by the Company, and of the other uses for which facilities may be furnished him by the Company, and because of unavailability of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the terms, conditions, and limitations herein specified.

No credit allowance will be made for interruptions due to electric power failure where the customer is responsible for providing electric power.

Credit allowance for interruptions of Measured Service or other usage based service will not affect the number of local messages or usage to which the customer is entitled during a given billing period.

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service or facilities and not caused by the negligence of the Customer, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision, will in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistake, omission, interruption, delay or error, or defect in transmission occurs.

The Customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the Customer; and against all other claims arising out of any act or omission of the Customer in connection with the facilities provided by the Company; and against any and all losses from damage to the Customer's facilities or equipment attached or connected to facilities furnished by the Company.

CINCINNATI BELL TELEPHONE COMPANY LLC
Residence Service Agreement - Local Telephone Services
Nonresidence Service Agreement - Local Telephone Services

Section 3 - Regulations

B. OBLIGATION AND LIABILITY OF THE COMPANY (Continued)

4. Use of Connecting Company Lines

When the lines of other telephone companies are used in establishing connections to points not reached by the Company's lines, the Company is not liable for any act or omission of the other company or companies.

5. Defacement of Premises

The Company is not liable for any defacement or damage to the Customer's premises resulting from the existence of the Company's equipment and associated wiring on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company.

When the Customer is a tenant and requests an installation that could, in the opinion of the Company, result in damage to the property of the owner, the customer must obtain, prior to installation, a written release from the owner or his authorized agent absolving the Company of liability.

CINCINNATI BELL TELEPHONE COMPANY LLC
Residence Service Agreement - Local Telephone Services
Nonresidence Service Agreement - Local Telephone Services

Section 3 - Regulations

C. USE OF SERVICE AND FACILITIES

1. Ownership and Use of Service and Equipment

Equipment and lines furnished by the Company on the premises of a Customer are the property of the Company, whose agents and employees have the right to enter the premises at any reasonable hour for the purpose of installing, inspecting, maintaining, or repairing the equipment and lines, or upon termination of the service, for the purpose of removing such equipment or lines.

Equipment furnished by the Company must, upon termination of service for any cause whatsoever, be returned to it in good condition, except for reasonable wear and tear.

2. Shared Tenant Services.

Local Exchange Service may be shared on measured rate individual lines and trunks. Sharing of flat rate lines, flat rate trunks, and Foreign Exchange service is prohibited.

A sharer may provide service only within a single building, or a contiguous complex of buildings under common ownership or management. A contiguous complex of buildings may be intersected by public thoroughfares provided that the property segments created would be continuous in the absence of the thoroughfares. Where separate buildings are involved, they must have a related business purpose, i.e., industrial park, shopping center, or university.

Participation in sharing systems shall be limited to occupants of a building or contiguous complex of buildings which compose a sharing system.

Direct interconnection of a sharing system with other PBX systems is prohibited.

The Company will not be responsible for the manner in which the use of service or charges are allocated to others by a Customer who shares service. All applicable rates and charges for such service will be billed to the Customer.

Service orders will be accepted by the Company only from the Customer. The Company will respond to repair and maintenance requests from others provided that the Customer is responsible for any maintenance of service charges that may be billed by the Company.

Directory listings for the patrons of Customers who share Local Exchange Service will be provided as Additional Listings at the rates, terms, and conditions shown in Section 14 of this Agreement.

Government and Education Discounts, as specified in Section 20 of this Agreement, do not apply for sharing applications.

Rules and regulations regarding the resale and sharing of Local Exchange Service do not apply to hotels, hospitals and skilled nursing homes or where the end users of the exchange service are considered transient in nature and the service is considered incidental to the function of the organization providing such service.

A sharer of Local Exchange Service who is utilizing customer provided equipment must comply with the rules and regulations concerning interconnection as specified in part C.3. following.

CINCINNATI BELL TELEPHONE COMPANY LLC
Residence Service Agreement - Local Telephone Services
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Section 3 - Regulations

C. USE OF SERVICE AND FACILITIES (Continued)

3. Connections of Customer-Provided Terminal Equipment, Communications Systems, and Inside Wire

a. General

Terminal equipment, communications systems and inside wire provided by the Customer may be connected at the Customer's premises to telecommunications services furnished by the Company where such connections are made in accordance with the provisions of Part 68 of the Federal Communications Commission's (FCC) Rules and Regulations and any applicable Company tariffs and/or service agreements, as are now in effect or may become effective.

b. Responsibility of the Customer

The customer will be responsible for the installation, operation and maintenance of any customer-provided terminal equipment, communications system, or inside wire. No combinations of customer-provided terminal equipment, communications systems, or inside wire shall require change in or alteration of the equipment or services of the Company, cause electrical hazards to Company personnel, damage to Company equipment, malfunction of Company billing equipment, or degradation of service to persons other than the user of the subject terminal equipment or communications system, the calling or called party. Upon notice from the Company that customer-provided terminal equipment, communications system, or inside is causing such hazard, damage, malfunction or degradation of service, the Customer must make whatever changes are necessary to remove or prevent such hazard, damage, malfunction or degradation of service.

The Customer will be responsible for the payment of a Maintenance of Service Charge as provided in Section 13 of this Agreement for visits by a Company employee to the Customer's premises when a service difficulty or trouble report results from the use of customer-provided terminal equipment, communications system, or inside wire.

The Customer assumes the risk of loss of service, damage to property or death or injury of the Customer or the Customer's agent with respect to operation and maintenance of any customer-provided terminal equipment, communications system, or inside wire. The Customer will save the Company harmless from any and all liability, claims, or damage suits arising out of the Customer's operation and maintenance of any customer-provided terminal equipment, communications system, or inside wire.

CINCINNATI BELL TELEPHONE COMPANY LLC
Residence Service Agreement - Local Telephone Services
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Section 3 - Regulations

C. USE OF SERVICE AND FACILITIES (Continued)

3. Connections of Customer-Provided Terminal Equipment, Communications Systems, and Inside Wire (Continued)

c. Responsibility of the Company

Telecommunications services are not represented as adapted to the use of customer-provided terminal equipment or communications systems. Where customer-provided terminal equipment or communications systems are used with telecommunications services, the responsibility of the Company shall be limited to the furnishing of service components suitable for telecommunications services and to the maintenance and operation of service components in a manner proper for such services. Subject to this responsibility the Company will not be responsible for:

The through transmission of signals generated by the customer-provided terminal equipment or communications systems or for the quality of, or defects in such transmission, or

the reception of signals by customer-provided terminal equipment or communications systems, or

address signaling where such signaling is performed by customer-provided signaling equipment.

The Company will, at the Customer's request, provide information concerning interface parameters needed to permit customer-provided terminal equipment to operate in a manner compatible with telecommunications services.

The Company may make changes in its telecommunications services, equipment, operations or procedures, where such action is not inconsistent with Part 68 of the Federal Communications Commission's Rules and Regulations. If such changes can be reasonably expected to render any Customer's terminal equipment or communications system incompatible with telecommunications services, or require modification or alteration of such customer-provided terminal equipment or communications systems, or otherwise materially affect its use or performance, the Customer will be given adequate notice, in writing, to allow the Customer an opportunity to maintain uninterrupted service.

CINCINNATI BELL TELEPHONE COMPANY LLC
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Section 3 - Regulations

C. USE OF SERVICE AND FACILITIES (Continued)

3. Connections of Customer-Provided Terminal Equipment, Communications Systems, and Inside Wire (Continued)

d. Violation of Regulations

When any customer-provided terminal equipment or communications system is used with telecommunications services in violation of any of the provisions in this part C.3., the Company will take whatever immediate action is necessary for the protection of the telecommunications network and Company employees, and will promptly notify the Customer of the violation.

The Customer must discontinue use of the terminal equipment or communications system or correct the violation and must confirm in writing to the Company within 10 days, following the receipt of written notice from the Company, that such use has ceased or that the violation has been corrected. Failure of the Customer to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated above will result in suspension of the Customer's service until the Customer complies with the provisions of the Company's tariffs and/or service agreements.

e. Connection of Grandfathered Communications Systems and Terminal Equipment

Grandfathered Communications Systems denotes customer-provided communications systems (including their equipment, premises wiring and protective circuitry if any) connected at the Customer's premises that are considered to be grandfathered under Part 68 of the Federal Communications Commission's (FCC) Rules and Regulations. These systems may remain connected for the life of the equipment without registration. Additions and modifications may be made only in accordance with FCC Part 68.

f. Connection of Registered Equipment

Registered Equipment denotes equipment which complies with and has been approved within the registration provisions of FCC Part 68.

Customer-provided registered terminal equipment, registered protective circuitry, and registered communications systems may be directly connected at the Customer premises to the telecommunications network, subject to FCC Part 68.

CINCINNATI BELL TELEPHONE COMPANY LLC
Residence Service Agreement - Local Telephone Services
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Section 3 - Regulations

C. USE OF SERVICE AND FACILITIES (Continued)

3. Connections of Customer-Provided Terminal Equipment, Communications Systems, and Inside Wire (Continued)

g. Premises Wiring Associated With Registered Communications Systems

Premises wiring is wiring which connects separately-housed equipment entities or system components to one another, or wiring which connects an equipment entity or system component with the telephone network interface or demarcation point not within an equipment housing. All premises wiring, whether fully protected or unprotected, must be installed in compliance with FCC Part 68.

Customers who intend to connect premises wiring other than fully protected to the telephone network must give advance notice to the Company in accordance with the procedures specified in FCC Part 68 or as otherwise authorized by the Federal Communications Commission.

4. Use of Local Exchange Service

Local Exchange Service, as distinguished from pay telephone service lines, is furnished only for use by the Customer, the Customer's family, employees or representatives, persons residing in the Customer's household, or guests of the Customer, except as the use of the service may be extended to:

Patrons, as opposed to tenants, of the customer where the use of the service by the patron is incidental to his patronage of the Customer, provided no charge is made by the Customer for such use.

Patrons of the customer, and to the public in general, in connection with Automatic Dialing Telephone Units arranged for the origination of calls only to preselected telephone numbers.

Another party on a different premises, to provide for the answering of calls during the customer's absence. Such a termination is furnished only with the understanding that outward calls are not to be placed from it, and on the condition that use of separate exchange service is available to the other party on the same premises.

The Company will refuse to install Customer service, or to permit such service to remain on premises where the equipment is located so that the public in general, except as stated in this Part C.4., may make use of the service.

CINCINNATI BELL TELEPHONE COMPANY LLC
Residence Service Agreement - Local Telephone Services
Nonresidence Service Agreement - Local Telephone Services

Section 3 - Regulations

D. ESTABLISHMENT AND FURNISHING OF SERVICE

1. Application for Service

The Company may refuse an application for service if objection is made by or on behalf of any governmental authority to the furnishing of service.

An application for service becomes a contract upon the establishment of service. Neither the contract nor any rights acquired under it may be assigned or transferred in any manner except as specifically provided for in this Agreement. Requests for additional service, when established, become a part of the original contract, except that each item of additional service is furnished subject to payment of charges for the initial period and/or termination of service as specified in parts E and F of this section. Any change in rates or regulations acts as a modification of all contracts to that extent, subject to Commission notice requirements.

When an application for service is cancelled by the applicant or a Customer before service is established, the applicant or Customer may be required to reimburse the Company for all expenses, including engineering and construction costs, incurred by the Company as a result of the application before it received notice of cancellation. The amount of reimbursement, however, will not exceed the service, construction, installation, and termination charges that would have been applicable if the service had been established.

When a request for additions, rearrangement, relocation, or modification of service or equipment is cancelled by a Customer before the work involved has been completed, the Customer may be required to reimburse the Company for all expenses, including engineering and construction costs, incurred by the Company as a result of the request before it received notice of cancellation. The amount of reimbursement, however, shall not exceed the service, construction, installation, and termination charges that would have been applicable if the work involved in complying with the request had been completed.

If an applicant has an outstanding account with the Company, the Company reserves the right to reject application for service until the amount due has been paid in full.

A contract for service may be transferred to another individual, partnership, association, or corporation. No billing adjustment previously furnished is made, and the new Customer must assume all outstanding indebtedness of the original Customer. A Change of Lessee charge may apply to service transferred in accordance with these provisions.

CINCINNATI BELL TELEPHONE COMPANY LLC
Residence Service Agreement - Local Telephone Services
Nonresidence Service Agreement - Local Telephone Services

Section 3 - Regulations

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

2. Initial Service Period

The initial service period for all service and facilities is one month on the same continuous property, except for Directory Listings or as otherwise specified this Agreement. If a Directory Listing appears or will appear in the directory, the initial service period is the directory period. Each directory period is considered a separate initial service period.

A move to a different continuous property is charged for as new installation of service. A new initial period applies at the new location and a termination charge, as specified in Part D.3. of this section, applies at the old location if the move occurs prior to the expiration of the initial service period.

3. Termination of Service

Termination of service may be arranged for, prior to the expiration of the initial service period, when notice is given to the Company five days in advance, and upon agreement to pay all charges due for service furnished plus any termination charge. In the event a portion of an installation is discontinued, the application of termination charges will be based on the premise that the items of equipment discontinued were the last such items installed.

The service period is not terminated when service and facilities are relocated within the same continuous property, and the Customer pays the charges specified for this type of relocation.

Application of termination charges is as follows:

a. Service for Which the Initial Service Period is One Month

Charges due for the unexpired portion of the initial service period.

b. Directory Listings

If a listing for the listed party does not and will not appear in the directory, service may be terminated at any time without termination charge subject to a minimum charge for one month. If a listing for the listed party appears or will appear in the directory, the termination charge equals the charges due to the end of the directory period; except that in the following cases service may be terminated without termination charge, subject to a minimum charge for one month.

1. The main service is terminated.
2. The listed party becomes a local telephone service Customer.
3. Death of the listed party.

CINCINNATI BELL TELEPHONE COMPANY LLC
Residence Service Agreement - Local Telephone Services
Nonresidence Service Agreement - Local Telephone Services

Section 3 - Regulations

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

4. Application of Nonresidence and Residence Rates

Although the location of a Customer's telephone service or the type of directory listing desired may in most cases serve as a satisfactory basis for determining whether nonresidence or residence rates apply, final determination will be based on the criteria in this part D.4.

a. Nonresidence Rates

Telephone service is classified and charged for as nonresidence when a nonresidence listing is furnished. Telephone service is also classified and charged for as nonresidence when:

1. The service is:

- a. Used regularly in the pursuit of monetary gain from an occupation, commercial activity, or industrial effort; or**
- b. Used primarily in conjunction with a nonprofit activity of a service, organizational, professional, institutional, or charitable nature; or**
- c. Advertised regularly for the purpose of soliciting calls to the Customer's telephone number;**

and

2. The customer is not:

- a. A Customer of other nonresidence telephone service used in the principal conduct of the activity in which the Customer is engaged; or**
- b. An employee or a representative of a Customer to other nonresidence telephone service used in the principal conduct of the activity in which the customer is engaged.**

CINCINNATI BELL TELEPHONE COMPANY LLC
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Nonresidence Service Agreement - Local Telephone Services

Section 3 - Regulations

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

4. Application of Nonresidence and Residence Rates (Continued)

b. Residence Rates

Telephone service is classified and charged for as residence at all residences when the conditions requiring a nonresidence classification as set forth in Part D.4.a. preceding are not present.

Telephone service is also classified and charged for as residence when furnished at any location as an access to a repeater control and/or autopatch facility of a bona fide amateur radio operator, organization, or society duly licensed as a primary station by the Federal Communications Commission as an amateur radio station pursuant to FCC Part 97. The Company may request a copy of the amateur radio station license prior to the installation of service.

When it is determined that a residence service Customer is using the service in such a manner that it should be classified and charged for as nonresidence service under the above provisions, the Company will reclassify the service of the Customer to nonresidence and bill the Customer the appropriate nonresidence rates. In the event the Customer refuses to pay the applicable nonresidence rates, the Company may temporarily deny or discontinue the service under the provisions of this Agreement applicable to payment for service.

5. Conversion of Nonresidence Service to Residence

Purchase of local residential service for use or resale as nonresidence service is prohibited. The Company may limit conversions of nonresidence service to residence in accordance with this restriction. A nonrecurring charge applies to service converted from nonresidence to residence, or vice versa.

6. Flat Rate and Measured Service Combinations

Combinations of Flat Rate and Measured Services are not furnished on the same continuous property, except where the two services are used for separate purposes and are not used to supplement each other.

CINCINNATI BELL TELEPHONE COMPANY LLC
Residence Service Agreement - Local Telephone Services
Nonresidence Service Agreement - Local Telephone Services

Section 3 - Regulations

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

7. Telephone Numbers

The Company will administer telephone numbers in keeping with the rules and requirements of this Commission and the Federal Communications Commission and in accordance with the procedures established by the North American Numbering Plan Administrator (NANPA) and the Number Pooling Administrator. The Customer has no property right in the telephone number which is assigned by the Company, or any right to continuance of service through any particular central office, and the Company reserves the right to change the telephone number or the central office designation, or both, of a Customer whenever it deems it necessary to do so in the conduct of its business and the number change is technically unavoidable.

8. Advance Payments

Advance payment may be required for extraordinary expenses, including, but not limited to, special construction costs associated with a particular service installation.

9. Deposits

The Company may, in order to safeguard its interests, require an applicant or a customer to make a suitable deposit to be held by the Company as a guarantee of the payment of charges. The fact that a deposit has been made in no way relieves the applicant or Customer from complying with the Company's regulations concerning advance payments and the prompt payment of bills on presentation. When the contract is terminated, the amount of the deposit and any accrued interest as required by law is credited to the Customer's account and any credit balance which may remain is refunded. The Company will review annually each active account for which a deposit is being held and will refund the deposit plus accrued interest as required by law for qualified Customers in the form of a check or credit.

CINCINNATI BELL TELEPHONE COMPANY LLC
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Section 3 - Regulations

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

10. Payment for Service

Bills are rendered monthly and include charges for local service for the current service month and any applicable usage charges.

A Customer's bill will not be due earlier than 21 days from the bill date printed on the bill. If the bill is not paid by the due date, it then becomes past due. The Customer is responsible for payment monthly, and in accordance with the 21 day provision for payment, of all charges for facilities and services furnished the Customer, including charges for services originated or charges accepted at such facilities.

Prior written notice will be given if service is to be temporarily denied or the contract terminated for the non-payment of any sum due in accordance with Part D.11. following. Service will not be denied prior to seven days from the postmark on the notice.

All service provided to the same Customer, regardless of the tariff and/or service agreement under which the service is provided, is considered one service for payment purposes. All service may be disconnected for non-payment even though payment is current for service provided under one or more tariffs or service agreements.

A Customer who orders service or equipment installations, moves, or changes prior to the date of any increase in the one time charge applicable to such work will be subject to the one time charge in effect at the time the Customer's order was received by the Company, provided the work is completed within the Company's normal installation interval in effect at the time the order was placed. However, if subsequent to the effective date of the increase in the one time charge, the completion of such work is delayed beyond the Company's normal installation interval and the delay is not caused by the Company, the Customer will then be subject to the one time charge in effect at the time the work is completed by the Company.

Customers who do not pay for service in accordance with this section may be assessed a Late Payment Fee and/or a Returned Check Charge pursuant to Section 13 of this Agreement.

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Section 3 - Regulations

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

11. Denial or Disconnection of Service

Service may be disconnected or refused when any of the following conditions exist:

Violation of or noncompliance with the PUCO's regulations governing service supplied by the Company;

Failure to comply with municipal ordinances or other laws pertaining to telecommunications services;

Refusal by the Customer to permit the Company necessary access to its facilities or equipment;

Failure to establish credit or make a deposit, when requested, for initial, current, or additional service;

When an emergency may threaten the health or safety of a person, a surrounding area, or the Company's distribution system;

A Customer uses telecommunications equipment in such a manner as to adversely affect the Company's equipment, its service to others, or the safety of the Company's employees or customers;

A Customer's tampering with any facilities or equipment furnished and owned by the Company;

Violation of or noncompliance with the Company's rules, this Agreement, or the Company's tariffs.

The Company will provide advance notice before service is refused, temporarily denied, or disconnected except where the Customer tampers with the Company's equipment, the use or misuse of the Company's service and/or equipment adversely affects service to other customers, or to mitigate or avoid a safety hazard.

If residence Customer demonstrates that disconnection of service would be especially dangerous to the health of the Customer or a member of the Customer's household, the Company will consider this circumstance when offering extended payment arrangements to avoid disconnection. Payment arrangements will be offered regardless of the credit class of the Customer.

The Company, under these provisions, may either temporarily deny service or terminate the contract without incurring any liability. The Company will provide Warm Line service in accordance with 4901:1-6-13 O.R.C., as this regulation exists or may subsequently change, to all customers whose service is temporarily denied for nonpayment.

Customers whose service is temporarily denied may be assessed a Restoral of Service Charge as shown in Section 13 of this Agreement.

CINCINNATI BELL TELEPHONE COMPANY LLC
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Section 3 - Regulations

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

11. Denial or Disconnection of Service (Continued)

The Company reserves the right to discontinue or refuse service because of abuse or fraudulent use of service. Abuse or fraudulent use of service includes the use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information without payment, or violation of any law or regulation pertaining to telecommunications service.

Service may not be refused, denied or disconnected for any of the following reasons:

Delinquency in payment for service by a previous occupant at the premises to be served, other than a current member of the same household;

Failure to pay for a class of service different from that being provided to the location of the account;

Failure to pay any amount which, according to established payment dispute and resolution procedures, is in bona fide dispute;

The Company acting on its own behalf as a toll provider or on the behalf of any toll provider, subject to billing and collection agreements, may block a Customer's access to the toll provider for the nonpayment of toll charges. Call Blocking will be administered in accordance with the terms and conditions specified in Section 19 of this Agreement. The Company may universally block access to toll as long as the blocked Customer is not denied the right to elect, through a presubscribed interexchange change (PIC) mechanism, any subsequent toll service provider that is willing to provide such service.

CINCINNATI BELL TELEPHONE COMPANY LLC
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Section 3 - Regulations

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

12. Toll Limitation

Toll Limitation limits a Customer to eight hundred (800) minutes of unpaid toll usage. The 800 minutes of toll usage consists of all toll usage that is provided by the Company or any other toll provider for whom the Company provides billing service, and is based on actual, current unpaid usage, not just usage that has already appeared on the Customer's bill.

When a Customer reaches a threshold limit of toll minutes, a message will be played to the Customer when the Customer attempts to place the next toll call. This message will state that the Customer has reached a threshold number of minutes and has only a certain number of available minutes before Toll Limitation is activated on the account. Additionally, the Customer will be directed to contact the Company if the Customer has any questions.

The Customer will be blocked from initiating toll calls after hanging up on any call that carries the Customer past 800 minutes of accumulated unpaid toll minutes. Upon reaching the 800 minute limit, if the Customer is presubscribed to any toll carrier for which the Company is the primary billing agent for 1+ calling, the Customer will have both 1+ calling and dial around capabilities blocked. If the Customer's pre-subscribed carrier is not a carrier for which the Company is the primary billing agent for 1+ calling, then only the Customer's dial around access will be blocked. Once blocked, the Customer will not be able to begin making toll calls again until the Customer has paid the full amount of toll charges owed.

Access to local calling, emergency services (911) and "800" numbers will not be effected by this restriction. Customers attempting to access restricted services, i.e. toll, will be automatically routed to either a recorded announcement or a customer service representative for information regarding service restoration.

Customers may request this service as a means of limiting their toll or the Company may implement Toll Limitation on its own in order to limit its risk in regard to uncollectible accounts. The Company will inform a Customer when placing an order for service if the Customer is being placed on Toll Limitation. When a Customer is placed on Toll Limitation, the Company will send a letter to the Customer outlining the specifics of Toll Limitation.

Toll Limitation does not preclude requiring a deposit for toll service. Customers who are to be placed on Toll Limitation may be required to pay a deposit depending on their credit history. Deposits will be based upon a minimum of 800 minutes of usage per month or upon the terms and conditions established by the toll provider.

CINCINNATI BELL TELEPHONE COMPANY LLC
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Section 3 - Regulations

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

13. Monthly Fees and Surcharges

Monthly access line fees and surcharges as shown in the Company's Local Service Tariff PUCO No.1 and FCC Access Tariff No.35, including but not limited to EUCL, 911, TRS, and Lifeline, apply to the access line services provided pursuant to this Agreement.

14. Grandfathered Services

Grandfathered services are available only for existing customers of that service. Grandfathered services are not furnished for new installations, regrades, or moves unless exceptions are specified in the section of this Agreement addressing a specific grandfathered service.

A Customer with a grandfathered service may change to an available service free of initial change charges or nonrecurring charges.

15. Overtime

For work performed outside the normal working hours of the Company at the request of the Customer, the additional expense incurred by the Company is charged to the Customer in addition to other charges which are applicable.

16. Wire Tap Investigation

When a wire tap investigation is made by the Company at the request of a Customer, and no wire tap trouble condition in Company equipment or facilities can be found, the cost incurred for inspection of the facilities and equipment serving the Customer may be charged to the Customer.

E. DIRECTORIES

The Company will furnish to its customers without charge only the directories required by Chapter 4901:1-6-12 O.A.C..

F. COMMISSION SERVICE STANDARDS

The Company will provide service in compliance with the Chapter 4901:1-6 O.A.C. as now in effect or may become effective.

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CINCINNATI BELL TELEPHONE COMPANY LLC
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Section 2 - Definitions

A. Agreement

The terms and conditions set forth herein which constitute an agreement between Cincinnati Bell Telephone Company LLC and the Customer for the provision of local telephone services as defined herein. Unless expressly stated otherwise, these terms and conditions also apply to customers who have entered into a separate contract for services for a specified time period; provided, however, in the event of a conflict between the terms and conditions in the separate contract and the terms in this Agreement, the terms in the separate contract shall control with respect to services subject to that contract.

B. Basic Local Calling Area

The Basic Local Calling Area is defined by exchange and is the geographical area within which a customer may make flat rate local calls and where long distance charges do not apply.

C. Basic Local Exchange Service ("BLES")

Basic Local Exchange Service has the same meaning as set forth in Section 4927.01(A)(1), Ohio Revised Code.

D. Central Office

A switching unit, in a telecommunications system providing service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting lines and trunks. More than one central office may be located in the same building.

E. Class of Service

Exchange service described by the use to be made of such service. The Company furnishes two classes of service, nonresidence and residence. Pay telephone access lines are treated the same as nonresidence service unless otherwise noted in this Agreement.

F. Commission

The Public Utilities Commission of Ohio ("PUCO")

G. Communication-Impaired Person

For purposes of this Agreement, the definition of impaired refers to persons with communication impairments, including hearing impaired, deaf, deaf/blind, or speech impaired persons whose impairment prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf or text telephone (TDD/TT).

H. Communications Systems

Channels and other facilities which are capable of telecommunications between customer-provided terminal equipment or Company-provided terminal equipment, when not connected to exchange and long distance message telecommunications service.

CINCINNATI BELL TELEPHONE COMPANY LLC
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Section 2 - Definitions

I. Community Connection Service

Community Connection Service, sometimes called mandatory measured rate Extended Area Service (EAS), provides local calling to exchanges outside the Basic Local Calling Area. Calls to Community Connection Service areas are dialed the same as other local calls. However, local usage charges apply to all calls to Community Connection Service areas. For customers with Flat Rate Service, Community Connection Service usage charges apply in addition to the monthly price for flat rate service, including BLES. For customers with measured service, Community Connection Service usage charges apply instead of local measured usage charges.

J. Company

Cincinnati Bell Telephone Company LLC ("CBT")

K. Continuous Property

The plot of ground, together with any buildings thereon, occupied by the Customer, which is not separated by public highways or by property occupied by others. Where a Customer occupies properties on both sides of a street, alley, highway, body of water, railroad right of way, etc., and the properties would otherwise be continuous, such properties are treated as continuous property provided local wire or cable facilities are used and the customer furnishes all local distribution pole line facilities or underground conduit required in connection with the wire or cable.

For the purpose of determining the application of charges, continuous property is additionally defined as follows when apartments, office buildings, or shopping center malls occupied by more than one customer are involved:

For residence service, the apartment occupied by the Customer.

For nonresidence service, the space (single office, or two or more offices on same or different floors) occupied by the Customer, whether or not separated by space occupied by others, except that when the Customer vacates the space from which service is being relocated, the relocation is considered to involve non-continuous property.

L. Cost

The cost of labor and material, plus an appropriate share of the Company's general operating and supervising expense.

M. Customer

The person, firm, or corporation that orders service and is responsible for the payment of charges and compliance with the rules and regulations of the Company.

CINCINNATI BELL TELEPHONE COMPANY LLC
Residence Service Agreement - Local Telephone Services
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Section 2 - Definitions

N. Customer-Provided Terminal Equipment

Devices or apparatus and their associated wiring provided by a Customer, which do not constitute a communications system and which, when connected to the communications path of the telecommunications system, are connected either electrically, acoustically, or inductively.

O. Demarcation Point (Network Interface)

The point of demarcation and/or interconnection between Company communications facilities and terminal equipment, protective apparatus or wiring at a Customer's premises. Company installed facilities at or constituting the demarcation point will consist of wire or a jack conforming to Subpart F of Part 68 of the FCC's rules. "Premises" as used in this section generally means a dwelling unit, other building or a legal unit of real property such as a lot on which a dwelling unit is located, as determined by the Company's reasonable and nondiscriminatory standard operating practices. The "minimum point of entry" as used in this section will be either (1) the closest practicable point to where the wiring crosses a property line or (2) the closest practicable point to where the wiring enters a multiunit building or buildings. The Company's reasonable and nondiscriminatory standard operating practices will determine which of (1) or (2) will apply. The Company is not precluded from establishing reasonable classifications of multiunit premises for purposes of determining which of (1) or (2) above will apply. Multiunit premises include, but are not limited to, residential, commercial, shopping center and campus situations.

1. Single Unit Installations

For single unit installations existing as of December 27, 1991, and installations installed after that date, the demarcation point will be a point within twelve inches of the protector or, where there is no protector, within twelve inches of where the telephone wire enters the customer's premises.

2. Multiunit Installations

In multiunit premises existing as of December 27, 1991, the demarcation point will be determined in accordance with the Company's reasonable and nondiscriminatory standard operating practices; provided, however, that where there are multiple demarcation points within the multiunit premises, a demarcation point for a customer will not be further inside the customer's premises than a point twelve inches from where the wiring enters the customer's premises.

In multiunit premises in which wiring is installed after December 27, 1991, including additions, modifications and rearrangements of wiring existing prior to that date, the multiunit premises owner will determine the location of the demarcation point or points. The multiunit premises owner will determine whether there will be a single demarcation point location for all customers or separate locations for each customer; provided, however, that where there are multiple demarcation points within the multiunit premises, a demarcation point for a customer will not be further inside the customer's premises than a point twelve inches from where the wiring enters the customer's premises.

P. Directory Listing

The publication in the Company's alphabetical directory of information pertaining to a Customer's telephone number, which allows telecommunications users to locate the desired telephone number.

CINCINNATI BELL TELEPHONE COMPANY LLC
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Section 2 - Definitions

Q. Exchange

A unit established for the administration of telecommunications service in a specified area which usually embraces a city, town, or village and its environs. It consists of one or more central offices together with the associated plant used in furnishing telecommunications service within that area.

R. Exchange Access Line

Denotes all equipment and facilities from the central office line up to and including the Company provided and maintained network interface or demarcation point on a Customer's premises, encompassing the central office line and all lines connected to a central office line for access to an exchange.

S. Exchange Service

The service of furnishing facilities for telecommunications within a local service area, in accordance with regulations, rates, and charges specified in this Agreement or the Company's tariffs.

T. Flat Rate Service

Customer exchange service for which a stipulated monthly rate is charged, covering all local message use within a defined area.

U. Hunting

An arrangement whereby an individual line is grouped with one or more other individual lines of the same class furnished to a Customer on continuous property, so that calls to the first number of the grouped lines are automatically routed to the first non-busy line of the lines so grouped, and a busy signal is not given unless all the grouped lines are tested once for busy.

V. Initial Charge (Nonrecurring Charge)

A nonrecurring or one-time charge associated with the installation of certain services or facilities, either in lieu of or in addition to recurring monthly charges or other service type charges.

W. Initial Service Period

The minimum length of time a customer is obligated to pay for service, facilities, or equipment whether or not retained by the customer for that minimum length of time. The Initial Service Period for all services in this Agreement is one month unless otherwise stated.

X. Inside Wire

The wire, including connectors, blocks, and jacks, which extends between the network interface or demarcation point of the exchange access line and standard jack locations within the Customer's premises to which terminal equipment can be connected for access to the exchange access line.

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Section 2 - Definitions

Y. Interoffice Channel

The portion of a channel service which connects serving central offices.

Z. Local Channel

The portion of a circuit which connects a station with an interoffice channel

AA. Measured Service

Customer local exchange service which is usage sensitive. In addition to a basic monthly charge for an access line, the Customer is billed for usage based upon the number of originated local calls and the length of those calls in minutes.

BB. Network Control Signaling

The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charging signals), address signaling (e.g., dialing), calling and called number identification, and audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect, and coin return tones) to control the operation of switching machines in the telecommunications system.

CC. Network Interface Device (NID)

A jack conforming to Sub-part F of Part 68 of the FCC's rules provided by the Company as part of the Local Exchange Carrier (LEC) network. It will be located on the customer premises and is considered to be the termination of the LEC network if installed by the Company. (See Demarcation Point)

DD. O.A.C.

Ohio Administrative Code

EE. O.R.C.

Ohio Revised Code

FF. Private Branch Exchange (PBX)

An arrangement of equipment consisting of switchboards, dial switching equipment, wiring, telephone station apparatus, or a combination thereof. It provides for the interconnection of service lines associated with an attendant position or switching equipment located on a premises or extended to another premises relating to the same customer. The system may also provide for centralized control of communications with a central office over trunks, or with other communications systems over tie lines.

GG. Service Agreement

Same as Agreement.

CINCINNATI BELL TELEPHONE COMPANY LLC
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Section 2 - Definitions

HH. Station

The network control signaling unit and other equipment at the Customer premises which enables the Customer to establish the communications connection and to accomplish communications through such connections.

II. Termination Charge

A charge applied to a customer when service is terminated before the expiration of the initial service period, or a charge applied where a basic termination charge is specified.

JJ. Tie Line

A private line-type circuit connecting a PBX system, Centrex system, or customer-provided equivalent system with another PBX system, Centrex system, or customer-provided equivalent system. It is intended primarily for intercommunication between telephones connected with such systems.

KK. Trunk

A circuit having the necessary equipment, facilities, and non-shared central office line required for interfacing a PBX system or other automatic (dial) switching system with a central office.

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CINCINNATI BELL TELEPHONE COMPANY LLC
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Section 13 – Service Fees

A. LATE PAYMENT FEE

For unpaid balances of \$25.00 or more, a late payment fee equal to **\$6.00 or two percent (2.0%)**, whichever is greater, per month will be assessed on the unpaid balance for all regulated local exchange service revenue owed to the Company.

The late payment charge does not apply to accounts receivable purchased from other providers, not paid on or before the due date on the monthly bill.

The late payment charge does not apply to amounts that are in dispute.

If the regulated charges are not paid within the 21-day period following the bill date printed on the bill, a late payment fee will be assessed.

B. RETURNED CHECK CHARGE

An administrative Returned Check Charge equal to \$25.00 will apply on each occasion a check, draft, or electronic funds transfer item is presented for payment for service by a Customer and is not accepted by the institution upon which it is drawn.

C. RESTORAL OF SERVICE CHARGE

1. Terms and Conditions

The restoral of service charge applies when a Customer's service has been temporarily denied in accordance with Section 2 of this Agreement, but service has not been terminated or the order to remove service has not been issued and completed. Service will be restored following adjustment of the circumstances that caused the temporary denial.

If service has been denied for non-payment of charges due, the customer must pay all charges due, and the Customer may also be required to pay the Restoral of Service Charge. Otherwise, the Restoral of Service Charge will be due as part of the first bill issued to the Customer after restoration.

Temporary denial status will be maintained for a minimum period of five days and throughout the period the Customer receives warm line service in accordance with 4901:1-6-13 O.A.C., after which, service will be discontinued. Subsequent to the completion of the disconnect order, service will be reestablished only upon the basis of a new service application.

2. Rates and Charges

The rates and charges for the Restoral of Service Charge are shown in the Price List Section of this Agreement. (Note: See the Company's Local Service Tariff, PUCO No. 1 for the Restoral of Service Charge applicable to BLES, Lifeline, and pay telephone access lines.)

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Section 13 – Service Fees

D. PERSONAL ASSISTANCE FEE

A Personal Assistance Fee of \$5.00 applies for each instance a payment is made over the phone with the assistance of a service representative. This fee does not apply for on-line payments, payments through automated payment systems, or payments made through the U.S. mail. The customer will be informed of the applicable charges prior to processing the customer's payment.

E. MAINTENANCE OF SERVICE CHARGE

1. Terms and Conditions

The Company undertakes to maintain and repair the equipment and facilities which it furnishes to Customers pursuant to its tariffs and service agreements. The Customer will be responsible for damages to equipment or facilities of the Company caused by the negligence or willful act of the Customer.

The Customer may not rearrange, disconnect, remove, or attempt to repair, or permit others to rearrange, disconnect, remove, or attempt to repair any equipment or facilities which the Company maintains or repairs without the express consent of the Company.

If trouble develops and the Customer has any equipment or facilities which the Company does not maintain or repair, the Customer will make appropriate tests to determine whether that equipment or facility is the cause of the trouble before reporting an out of service or other trouble condition to the Company.

Customers will be required to pay the Maintenance of Service Charges for visits made by the Company to the Customer's premises, when a service difficulty or trouble report results from equipment or facilities not maintained or repaired by the Company. If the Company cannot diagnose with certainty that the service problem is located on the Customer's side of the demarcation point without a premise visit, the Maintenance of Service Charge does not apply. The Customer will be advised, before a visit to the premise, of the possibility of a Maintenance of Service Charge.

The Company or its agent will provide a written statement of the time and charges for any Maintenance of Service Charge to the Customer or his designated agent before leaving the Customer's premises. The Company or its agent will request the Customer or designated agent to signify acceptance of the statement of time and charges by signature on the statement.

2. Rates and Charges

The rates and charges for Maintenance of Service are shown in the Price List Section of this Agreement.

CINCINNATI BELL TELEPHONE COMPANY LLC
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Section 13 – Service Fees

F. NETWORK PROVIDED DIAGNOSTIC SERVICE

1. Terms and Conditions

Network Provided Diagnostic Service is an optional network based monitoring, testing and maintenance service designed to assist nonresidence Customers of regulated services (e.g., Prime Advantage) to identify and correct telecommunications problems that have been determined not to be in the Company's network. The service does not require the Company to dispatch a repair technician to visit the Customer's premises, but provides remote Company assistance.

This service may be ordered by the Customer or a vendor operating on behalf of the Customer. The vendor must have a Letter of Authorization on file with the Company in order to place an order.

When a Customer or vendor reports a problem to the Company, and the problem is found not to be in the Company's network, the Customer will be advised that the problem is not in the network. If after being advised the trouble is not in the network, the Customer requests the Company technician provide remote monitoring, testing or maintenance assistance, the Customer will be responsible for payment of billable charges for the period of time that the technician spends providing assistance to the Customer. If the trouble is found to be in the network, the Company will make the appropriate repairs at no charge to the Customer.

Network Provided Diagnostic Service charges also apply when a Customer or vendor is not reporting trouble but is requesting remote Company assistance. In such case there is no free period for network testing to determine if the problem is in the network or at the Customer's premises.

The billable time for Network Provided Diagnostic Service initiated as a result of a request for repair service begins after the Company completes its normal intra-Company testing to determine whether the trouble is in the Company's network or on the Customer's side of the Demarcation Point. There is no billing if the Customer chooses to end the contact after the normal intra-Company testing is complete and no additional time is spent providing diagnostic services to the Customer.

Network Provided Diagnostic Service charges apply only for the billable time the Company spends in diagnosing, monitoring or testing for the Customer without dispatching a technician. When the Customer requests that Company personnel be dispatched to make repairs, such service shall be billed on the basis of time and material.

If more than one technician is involved with the same request for service, the total amount of time for all technicians involved will be aggregated prior to the distribution of time between the "First Hour or Fraction Thereof" and "Each Additional Quarter Hour or Fraction Thereof" rate categories.

2. Rates and Charges

The rates and charges for Network Provided Diagnostic Service are shown in the Price List Section of this Agreement.