

ORIGINAL

ARIZONA CORPORATION COMMISSION
FORMAL COMPLAINT FORM



0000084530

COMPLAINT STANLEY A. GORODENSKI	T-01051B-08-0248	COMPLAINT NUMBER 2008-65671	DATE MAY 15, 2008
ADDRESS 9440 E. NEWTOWN AVE, DELUCY, ARIZ. 86327			PHONE (HOME) 928-632-8424
NAME OF RESPONSIBLE PARTY STANLEY A. & STELLA GORODENSKI		PHONE (WORK) 928-632-8424	
NAME OF UTILITY QWEST	ACCOUNT NUMBER 480-964-3830 528R		

GROUNDS FOR COMPLAINT: (COMPLETE STATEMENT OF THE GROUNDS FOR COMPLAINT. INDICATING DATE(S) OF COMMISSION/OMISSION OR ACTS OR THINGS COMPLAINED OF.) (USE ADDITIONAL PAGE IF NECESSARY.)

PLEASE SEE THE ATTACHED

Arizona Corporation Commission

DOCKETED

MAY 15 2008

DOCKETED BY

MM

RECEIVED
MAY 15 10:46
COMMUNICATIONS

NATURE OF RELIEF SOUGHT: (USE ADDITIONAL PAGE IF NECESSARY.)

BASED ON ALL THE FOREGOING IN THE ATTACHED "GROUNDS FOR COMPLAINT" QWEST NEED TO REFUND MY MOTHER \$ 498.17 ARRIVED AT AS FOLLOWS:

LONG DISTANCE CHARGE	590.82
COURTESY CREDIT	- 100.00
LATE PAYMENT CHARGES (see EXHIBIT 5)	7.35
TOTAL	498.17

SIGNATURE OF COMPLAINANT OR ATTORNEY

Stanley A. Gorodenski

Note: To get to my legal argument as to why the charges in dispute are unauthorized charges, which means my Mother should never have been charged for them, jump to the section titled "LEGAL ARGUMENT."

HISTORY OF DISPUTE

My 89 year old Mother broke her hip and I had to stay with her for almost two weeks until she could take care of herself. I live near Prescott and so I had to make long distance calls to access my email account and the internet. I could have done this another way that did not involve a long distance call but I was willing to accept what should have been a typical cost for its convenience.

What I did not know was that QWEST had assigned my Mother long distance service without her authorization. Because my Mother never authorized this long distance service QWEST should have rejected all the calls I made on my Mother's phone. Had they done this I would have accessed the internet another way and refrained from making the few voice calls I made. Instead of rejecting all the long distance calls I made QWEST let them go through and charged my Mother \$590.82 at a rate of \$0.35/minute (see Exhibit 1). So that my Mother's credit does not get damaged I encouraged my Mother to pay this while the charges are being disputed. This was done in three monthly payments through an agreement I made with QWEST (see Exhibit 2).

I subsequently discovered that my Mother has not had any long distance service from QWEST ever since the company was formed from the merger of two companies around the year 2000. She purposely did not sign up for a long distance service, as phone customers were encouraged to do after the company was formed from the merger. Thus, it came as a complete surprise, and anger, to her that QWEST had assigned her long distance service without her authorization.

My first attempt at resolving this dispute was to file an informal complaint through Brad Morton of the Arizona Corporation Commission. As a result of this informal complaint QWEST reduced the bill but only by \$100 through what they call a Courtesy Credit. This was not an adequate resolution to the disputed charges because the entire amount consists of unauthorized charges and so the entire amount should have been credited, i.e., dismissed. At this point in time I was not aware that QWEST had violated ASRS 44-1572.A.5 which I will discuss shortly. At that time I thought my only remaining recourse was to go through Small Claims Court. I had told Mr. Morton I was taking this to Small Claims Court and called him a number of times to get the name and address of the Statutory Agent, but Mr. Morton never informed me that I had another administrative remedy in the Arizona Corporation Commission to resolve this issue, namely the remedy I am pursuing now.

I proceeded to file a complaint in Small Claims Court. In the written response to the complaint QWEST claimed my Mother signed up for long distance service at a rate of \$0.35/minute way back on June 17, 2000 (see Exhibit 3). My Mother had not done this and she attended the hearing (held on April 2nd) to testify that she had never signed up for long distance service either at that time or anytime since. However, at the hearing QWEST reversed its position and acknowledged that my Mother did not sign up for long distance service either on June 17, 2000 or anytime subsequent to that date. However, to justify the charges to the Hearing Officer they said they gave her long distance service in the first half of the year 2006. My Mother did not authorize this service and QWEST never told her what they had done. It took my calls and the disputed \$590.82 charge for these calls to make the discovery. The Hearing Officer did not pass a judgment and instead dismissed the complaint (see Exhibit 4). As a result the case has the same status as had existed before I went to Court.

LEGAL ARGUMENT

QWEST is in clear violation of ASRS 44-1572.A.5. ASRS 44-1572.A.5 states: 44-1572.A. long-distance telecommunications service provider or any person, firm or corporation that acts as an agent or representative on behalf of the long-distance telecommunications service provider shall not:

5. Charge a customer through the customer's long-distance telecommunications bill for long-distance telecommunications services without the customer's authorization to add the long-distance telecommunications services to the customer's bill.

Pursuant to this statute, because my Mother never authorized the long distance service QWEST assigned her in the first half of the year 2006 (or at the minimum informed her that QWEST assigned her the service) she cannot be charged for any of the calls because this is unauthorized service. Because this is unauthorized service I am also not liable for them.

QWEST calls the long distance service they assigned to my Mother without her authorization and knowledge 'Casual User.' My impression from talking to QWEST is that they do not consider this a long distance service. However, it definitely is. All calls are allowed to go through and there is no limit on the number of calls or total minutes allowed in a billing period. It operates as a normal long distance service, and it is a long distance service subject to the customer authorization requirements of ASRS 44-1572.A.5.

During the Small Claims Court hearing, QWEST said they had gotten approval from the Arizona Corporation Commission to implement this long distance service, i.e., the 'Casual User' service, in the area my Mother lives. However, this does not absolve them of the responsibility to get the authorization for the long distance service from a customer, pursuant to ASRS 44-1572.A.5, including my Mother.

ARGUMENT IN THE ALTERNATIVE

When I took my case to Small Claims Court I was not aware of the statute, i.e., ASRS 44-1572.A.5, QWEST had violated. My argument was based on the principle that QWEST is not treating their customers equally and so they created the confusion that resulted in these long distance calls being made. I submit the following as an 'argument in the alternative' to my legal argument above.

As I stated in the first paragraph of the HISTORY section of this document, I could have accessed the internet another way and refrained from making the few voice calls I made if my Mother did not have a long distance service that SHE CHOSE, i.e., AUTHORIZED. Based on my experience when I got my phone service from QWEST when I moved to the Prescott area, if a customer does not chose a long distance service any long distance calls are refused. This happened to me. When I moved to the Prescott area August 3rd or 4th, 2004 I tried to make long distance calls. QWEST refused to let my calls go through because I had not chosen a long distance service, either from them or another provider. Consequently, on August 9, 2004 I chose the long distance service I currently have with QWEST.

I reasonably expected, based on my experience, that if my Mother had not chosen a long distance service any long distance calls I made would be refused. Hence, there was no need to call QWEST to see if my Mother had long distance service. Whether or not the calls went through would tell me this. However, what I did not know, and there is no way I could have reasonably known, is that QWEST is not treating their customers equally. For some customers, like myself, they do not allow a long distance call to go through until the customer chooses a long distance service, but for others, like my Mother, they put them through on a long distance service they call Casual User, without the customer being informed of the service. **Because QWEST is not treating their customers equally they created this confusion and, therefore, I or my Mother are not responsible for the charges on the long distance calls that were made.**

NATURE OF RELIEF SOUGHT

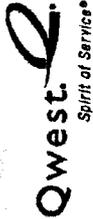
Based on all the foregoing QWEST needs to refund my Mother \$498.17 arrived at as follows:

Long distance charge	\$590.82
Courtesy Credit	-\$100.00
Late Payment Charges (see Exhibit 5)	\$7.35
Total	\$498.17

EXHIBIT 1

Pages 2-4 of this exhibit is the January 3, 2008 bill for the \$590.82 long distance charges. I cannot figure out how to derive it from the bill total of \$611.53. However, as you can see my Mother's normal local bill is \$20.71. This subtracted from \$611.53 gives \$590.82. This amount is substantiated in the January 17, 2008 notice QWEST sent to my Mother on page 5.

PAGE 1 OF 5



Customer Service 1 800 244-1111

STELLA A GORODENSKI
Account Number: 480 964-3830 528R
Visit www.qwest.com

Qwest Local Service Detail (continued)

Item Rate Subtotal

Local Long Distance

Type of Call Codes:

- E - Dial Evening - Discount Rate
- MR - Multiple Rate Period - Call Starts in One Rate Period, Ends in Another
- N - Dial Night - Discount Rate

Taxes, Fees & Surcharges

The following charges are permitted by local, state and federal governments. For more information, visit our website at www.qwest.com.

Federal Excise at 3%	.43	
State Sales at 5.6%	31.93	
Regulatory Surcharge at 19%	1.08	
This charge recovers the amount Qwest is assessed by the Arizona Corporation Commission. This assessment funds the corporation commission, enabling it to perform its lawful duties.		
County Sales at .7%	3.98	
State 911 at \$.20 per access line	.20	
This surcharge, funds the cost of providing emergency services communications systems in your community.		
Telecommunication Relay Service Fund at 1.1%	.09	
This charge funds relay centers that help hearing- and speech-impaired customers make and receive calls.		
Federal Access Charge	6.30	
This charge, allowed by the FCC, covers part of the cost for providing access to and maintenance of the local network.		

Total Qwest Local Service

\$44.01
\$611.53

ADAM

FROM QWEST

5 YRS BEFORE QWEST WTS QWEST

DEFAULT PLAN

DEFAULT IS NO ONE NOW



STELLA A GORODENSKI
Account Number: 480 964-3830 528R

THIS BILL INCLUDES THESE QWEST SERVICES:

- HOME
- INTERNET
- LONG DISTANCE
- WIRELESS
- DIGITAL TV
- BROADBAND PHONE

Previous Balance	New Charges	Total Amount Due	Due Date for New Charges
\$.00	\$611.53	\$611.53	Jan 3, 2008

Bill Date
Dec 13, 2007

Qwest
Customer Service 1 800 244-1111
Repair 1 800 573-1311

Visit qwest.com

Account Summary

Previous Balance	
Charges	20.71
Payment Nov 30	-20.71
Balance	\$.00
New Charges	
Qwest Local Service (Page 3)	611.53
Total New Charges	\$611.53
Total Amount Due	\$611.53

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Get super-fast QWEST® BROADBAND Internet service at a GUARANTEED PRICE FOR LIFE-- just \$26.99/mo. when bundled with a qualifying phone package. The price is yours as long as you maintain your contract.

Total Amount Due \$611.53

EXHIBIT 1 PAGE 2 OF 5



STELLA A GORODENSKI
Account Number: 480 964-3830 528R
Visit www.qwest.com

Customer Service 1 800 244-1111

Qwest Local Service Detail

(continued)

Date	Time	Place	Number	Type	Minutes	Item Rate	Subtotal
1.	7:36P	To PRESCOTT	928 441 0112	N	1		.35
2.	8:57P	To PRESCOTT	928 441 0112	N	8		2.80
3.	11:09P	To PRESCOTT	928 441 0112	N	5		1.75
4.	11:16P	To PRESCOTT	928 441 0112	N	10		3.50
5.	7:54A	To PRESCOTT	928 441 0112	N	11		3.85
6.	8:20A	To PRESCOTT	928 441 0112	N	39		13.65
7.	11:22A	To PRESCOTT	928 441 0112	N	15		5.25
8.	2:17P	To PRESCOTT	928 441 0112	N	1		.35
9.	2:20P	To PRESCOTT	928 441 0112	N	25		8.75
10.	2:54P	To PRESCOTT	928 441 0112	N	34		11.90
11.	4:44P	To PRESCOTT	928 441 0112	N	5		1.75
12.	7:03P	To PRESCOTT	928 441 0112	E	2		.70
13.	10:28P	To PRESCOTT	928 441 0112	MR	46		16.10
14.	11:48P	To PRESCOTT	928 441 0112	N	4		1.40
15.	7:53A	To PRESCOTT	928 441 0112	N	2		.70
16.	8:13A	To PRESCOTT	928 441 0112	D	3		1.05
17.	8:33A	To PRESCOTT	928 441 0112	D	2		.70
18.	9:29A	To PRESCOTT	928 441 0112	D	2		.70
19.	11:37A	To PRESCOTT	928 441 0112	D	6		2.10
20.	11:49A	To PRESCOTT	928 441 0112	D	3		1.05
21.	1:21P	To PRESCOTT	928 441 0112	D	8		2.80
22.	5:21P	To PRESCOTT	928 441 0112	E	39		13.65
23.	6:40P	To PRESCOTT	928 441 0112	E	3		1.05
24.	6:49P	To PRESCOTT	928 441 0112	E	2		.70
25.	7:09P	To PRESCOTT	928 441 0112	E	6		2.10
26.	7:54P	To PRESCOTT	928 441 0112	E	7		2.45
27.	8:52P	To PRESCOTT	928 441 0112	E	4		1.40
28.	9:02P	To PRESCOTT	928 441 0112	E	15		5.25
29.	9:06P	To PRESCOTT	928 441 0112	E	10		3.50
30.	10:54P	To PRESCOTT	928 441 0112	MR	32		11.20
31.	6:25A	To PRESCOTT	928 441 0112	N	1		.35
32.	7:01A	To PRESCOTT	928 441 0112	N	1		.35
33.	8:33A	To PRESCOTT	928 441 0112	D	13		4.55
34.	9:08A	To PRESCOTT	928 441 0112	D	1		.35
35.	11:00A	To PRESCOTT	928 441 0112	D	15		5.25
36.	11:18A	To PRESCOTT	928 441 0112	D	3		1.05
37.	11:19A	To PRESCOTT	928 441 0112	D	10		3.50
38.	11:51A	To PRESCOTT	928 441 0112	D	3		1.05
39.	12:19P	To PRESCOTT	928 441 0112	D	1		.35
40.	2:50P	To PRESCOTT	928 441 0112	D	2		.70
41.	2:52P	To PRESCOTT	928 441 0112	D	21		7.35
42.	4:53P	To PRESCOTT	928 441 0112	D	2		.70
43.	7:31P	To PRESCOTT	928 441 0112	D	2		.70
44.	9:12P	To PRESCOTT	928 441 0112	E	15		5.25
45.	10:55P	To PRESCOTT	928 441 0112	E	4		1.40
46.	11:10P	To PRESCOTT	928 441 0112	E	4		1.40
47.	9:38A	To PRESCOTT	928 441 0112	N	1		.35
48.	2:17P	To PRESCOTT	928 441 0112	D	22		7.70
49.	3:05P	To PRESCOTT	928 441 0112	D	9		3.15
50.	3:08P	To PRESCOTT	928 441 0112	D	5		1.75
51.	6:41P	To PRESCOTT	928 441 0112	E	14		4.90
52.	7:11P	To PRESCOTT	928 441 0112	E	2		.70
53.	7:25P	To PRESCOTT	928 441 0112	E	6		2.10
54.	8:25P	To PRESCOTT	928 441 0112	E	1		.35
55.			928 441 0112	E	11		3.85

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EXHIBIT 1
PAGE 3 OF 5



STELLA A GORODENSKI
Account Number: 480 964-3830 528R
Visit www.qwest.com

Customer Service 1 800 244-1111

Qwest Local Service Detail

Home Telephone	Item Rate	Subtotal
Charges from Dec 13 to Jan 12		
Basic Services		
1 Credit For Telephone Assistance Plan - Federal	-6.30	
1 Credit For Telephone Assistance Plan - Federal	-2.87	
1 Credit For Telephone Assistance Plan - State	-2.24	
1 Residence Line	13.18	
Optional Services		
1 Caller Identification	6.25	
1 Wiring Maintenance Plan	4.75	
		\$12.77

Local Long Distance

Date	Time	Place	Number	Type	Minutes
1.	4:40P	To PRESCOTT	928 441 0112	D	3
2.	8:25P	To PRESCOTT	928 441 0112	E	10
3.	9:24P	To PRESCOTT	928 441 0112	E	4
4.	10:01P	To PRESCOTT	928 441 0112	E	7
5.	11:23P	To PRESCOTT	928 441 0112	N	15
6.	9:03A	To PRESCOTT	928 441 0112	D	11
7.	11:02A	To PRESCOTT	928 441 0112	D	10
8.	11:20A	To PRESCOTT	928 441 0112	D	1
9.	11:56A	To PRESCOTT	928 441 0112	D	5
10.	12:11P	To PRESCOTT	928 441 0112	D	1
11.	12:47P	To PRESCOTT	928 441 0112	D	3
12.	2:46P	To PRESCOTT	928 778 2861	D	2
13.	3:07P	To PRESCOTT	928 445 1478	D	2
14.	3:21P	To PRESCOTT	928 445 5225	D	11
15.	3:45P	To PRESCOTT	928 441 0112	D	8
16.	7:19P	To PRESCOTT	928 441 0112	E	10
17.	7:41P	To PRESCOTT	928 441 0112	E	23
18.	8:40P	To PRESCOTT	928 441 0112	E	6
19.	9:19P	To PRESCOTT	928 441 0112	E	4
20.	10:00P	To PRESCOTT	928 441 0112	E	5
21.	10:09A	To PRESCOTT	928 441 0112	D	10
22.	8:09A	To PRESCOTT	928 441 0112	D	4
23.	8:47A	To PRESCOTT	928 441 0112	D	4
24.	1:51P	To PRESCOTT	928 441 0112	D	12
25.	2:58P	To PRESCOTT	928 441 0112	D	5
26.	4:10P	To PRESCOTT	928 441 0112	D	6
27.	6:51P	To PRESCOTT	928 441 0112	D	9
28.	7:18P	To PRESCOTT	928 441 0112	E	11
29.	7:32P	To PRESCOTT	928 441 0112	E	19
30.	8:02P	To PRESCOTT	928 441 0112	E	3
31.	8:07P	To PRESCOTT	928 441 0112	E	13
32.	8:25P	To PRESCOTT	928 441 0112	E	7
33.	8:57P	To PRESCOTT	928 441 0112	E	11
34.	10:04P	To PRESCOTT	928 441 0112	E	6
35.	10:25P	To PRESCOTT	928 441 0112	E	2
36.	11:18P	To PRESCOTT	928 441 0112	N	4
37.					

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STELLA A GORODENSKI
Account Number: 480 964-3830 528R
Visit www.qwest.com

Qwest Local Service Detail

(continued)

Local Long Distance			Item Rate		Subtotal
Date	Time	Place	Number	Type Minutes	
1. Nov 28	11:23 P	To PRESCOTT	928 441 0112	N 12	4.20
2. Nov 29	7:18 A	To PRESCOTT	928 441 0112	MR 51	17.85
3. Nov 29	10:11 A	To PRESCOTT	928 441 0112	D 3	1.05
4. Nov 29	11:48 A	To PRESCOTT	928 441 0112	D 4	1.40
5. Nov 29	12:21 P	To PRESCOTT	928 441 0112	D 1	.35
6. Nov 29	12:32 P	To PRESCOTT	928 441 0112	D 1	.35
7. Nov 29	1:30 P	To PRESCOTT	928 441 0112	D 1	.35
8. Nov 29	1:45 P	To PRESCOTT	928 441 0112	D 1	.35
9. Nov 29	1:54 P	To PRESCOTT	928 441 0112	D 3	1.05
10. Nov 29	2:10 P	To PRESCOTT	928 441 0112	D 1	.35
11. Nov 29	2:39 P	To PRESCOTT	928 441 0112	D 2	.70
12. Nov 29	4:42 P	To PRESCOTT	928 441 0112	D 11	3.85
13. Nov 29	4:57 P	To PRESCOTT	928 441 0112	D 2	.70
14. Nov 29	6:31 P	To PRESCOTT	928 441 0112	D 3	1.05
15. Nov 29	6:36 P	To PRESCOTT	928 441 0112	E 8	2.80
16. Nov 29	6:56 P	To PRESCOTT	928 441 0112	E 9	3.15
17. Nov 29	7:00 P	To PRESCOTT	928 441 0112	E 5	1.75
18. Nov 29	7:49 P	To PRESCOTT	928 441 0112	E 6	2.10
19. Nov 29	8:24 P	To PRESCOTT	928 441 0112	E 17	5.95
20. Nov 29	9:51 P	To PRESCOTT	928 441 0112	E 14	4.90
21. Nov 29	11:02 P	To PRESCOTT	928 441 0112	D 13	4.55
22. Nov 30	9:02 A	To PRESCOTT	928 441 0112	D 4	1.40
23. Nov 30	10:17 A	To PRESCOTT	928 441 0112	D 4	1.40
24. Nov 30	12:14 P	To PRESCOTT	928 441 0112	D 4	1.40
25. Nov 30	12:42 P	To PRESCOTT	928 441 0112	D 9	3.15
26. Nov 30	1:14 P	To PRESCOTT	928 441 0112	D 6	2.10
27. Nov 30	1:45 P	To PRESCOTT	928 441 0112	D 17	5.95
28. Nov 30	1:58 P	To PRESCOTT	928 445 2128	D 4	1.40
29. Nov 30	3:11 P	To PRESCOTT	928 441 0112	D 4	1.40
30. Nov 30	3:37 P	To PRESCOTT	928 441 0112	D 1	.35
31. Nov 30	3:52 P	To PRESCOTT	928 441 0112	E 3	1.05
32. Nov 30	7:35 P	To PRESCOTT	928 441 0112	E 3	1.05
33. Nov 30	8:07 P	To PRESCOTT	928 441 0112	E 3	1.05
34. Nov 30	8:39 P	To PRESCOTT	928 441 0112	E 1	.35
35. Nov 30	9:15 P	To PRESCOTT	928 441 0112	E 2	.70
36. Nov 30	9:27 P	To PRESCOTT	928 441 0112	E 8	2.80
37. Nov 30	9:34 P	To PRESCOTT	928 441 0112	E 2	.70
38. Nov 30	9:48 P	To PRESCOTT	928 441 0112	E 2	.70
39. Nov 30	11:02 P	To PRESCOTT	928 441 0112	N 8	2.80
40. Nov 30	11:02 P	To PRESCOTT	928 441 0112	N 4	1.40
41. Dec 01	9:58 A	To PRESCOTT	928 441 0112	N 4	1.40
42. Dec 01	10:17 A	To PRESCOTT	928 441 0112	N 2	.70
43. Dec 01	10:22 A	To PRESCOTT	928 441 0112	N 1	.35
44. Dec 01	10:50 A	To PRESCOTT	928 441 0112	N 2	.70
45. Dec 01	10:58 A	To PRESCOTT	928 441 0112	N 3	1.05
46. Dec 01	11:41 A	To PRESCOTT	928 441 0112	N 4	1.40
47. Dec 01	12:49 P	To PRESCOTT	928 441 0112	N 7	2.45
48. Dec 01	2:05 P	To PRESCOTT	928 441 0112	N 2	.70
49. Dec 01	2:07 P	To PRESCOTT	928 441 0112	N 2	.70
50. Dec 01	2:57 P	To PRESCOTT	928 441 0112	N 2	.70
51. Dec 01	7:33 P	To PRESCOTT	928 441 0112	N 1	.35
52. Dec 01	7:35 P	To PRESCOTT	928 441 0112	N 1	.35
53. Dec 01	7:35 P	To PRESCOTT	928 441 0112	N 1	.35
54. Dec 01	7:36 P	To PRESCOTT	928 441 0112	N 1	.35
55. Dec 01	7:36 P	To PRESCOTT	928 441 0112	N 1	.35



STELLA A GORODENSKI
Account Number: 480 964-3830 528R
Visit www.qwest.com

Qwest Local Service Detail

(continued)

Local Long Distance			Item Rate		Subtotal
Date	Time	Place	Number	Type Minutes	
1. Dec 05	9:11 P	To PRESCOTT	928 441 0112	E 5	1.75
2. Dec 05	10:40 P	To PRESCOTT	928 441 0112	E 3	1.05
3. Dec 06	6:52 A	To PRESCOTT	928 441 0112	N 18	6.30
4. Dec 06	7:20 A	To PRESCOTT	928 441 0112	N 3	1.05
5. Dec 06	8:04 A	To PRESCOTT	928 441 0112	D 2	.70
6. Dec 06	9:33 A	To PRESCOTT	928 441 0112	D 2	.70
7. Dec 06	9:45 A	To PRESCOTT	928 776 2180	D 2	.70
8. Dec 06	9:55 A	To PRESCOTT	928 776 2207	D 1	.35
9. Dec 06	12:02 P	To PRESCOTT	928 441 0112	D 8	2.80
10. Dec 06	12:42 P	To PRESCOTT	928 441 0112	D 3	1.05
11. Dec 06	1:32 P	To PRESCOTT	928 441 0112	D 11	3.85
12. Dec 06	2:10 P	To PRESCOTT	928 441 0112	D 8	2.80
13. Dec 06	3:10 P	To PRESCOTT	928 441 0112	D 5	1.75
14. Dec 06	4:04 P	To PRESCOTT	928 441 0112	D 2	.70
15. Dec 06	4:39 P	To PRESCOTT	928 441 0112	D 10	3.50
16. Dec 06	5:16 P	To PRESCOTT	928 441 0112	D 1	.35
17. Dec 06	6:58 P	To PRESCOTT	928 441 0112	E 2	.70
18. Dec 06	8:05 P	To PRESCOTT	928 441 0112	E 21	7.35
19. Dec 06	8:50 P	To PRESCOTT	928 441 0112	E 17	5.95
20. Dec 06	9:57 P	To PRESCOTT	928 441 0112	E 5	1.75
21. Dec 06	9:57 P	To PRESCOTT	928 441 0112	E 1	.35
22. Dec 07	7:13 A	To PRESCOTT	928 441 0112	E 1	.35
23. Dec 07	7:18 A	To PRESCOTT	928 441 0112	N 6	2.10
24. Dec 10	7:39 P	To PRESCOTT	928 441 0112	N 2	.70
25. Dec 10	7:41 P	To PRESCOTT	928 441 0112	E 3	1.05
26. Dec 10	8:02 P	To PRESCOTT	928 441 0112	E 7	2.45
27. Dec 10	8:15 P	To PRESCOTT	928 441 0112	E 13	4.55
28. Dec 10	8:28 P	To PRESCOTT	928 441 0112	E 13	4.55
29. Dec 10	9:55 P	To PRESCOTT	928 441 0112	E 54	18.90
30. Dec 10	10:17 P	To PRESCOTT	928 441 0112	E 9	3.15
31. Dec 10	10:54 P	To PRESCOTT	928 441 0112	E 4	1.40
32. Dec 11	7:08 A	To PRESCOTT	928 441 0112	MR 9	3.15
33. Dec 11	7:12 A	To PRESCOTT	928 441 0112	N 4	1.40
34. Dec 11	7:36 A	To PRESCOTT	928 441 0112	N 19	6.65
35. Dec 11	8:40 A	To PRESCOTT	928 441 0112	N 13	4.55
36. Dec 11	9:53 A	To PRESCOTT	928 441 0112	D 2	.70
37. Dec 11	10:11 A	To PRESCOTT	928 441 0112	D 2	.70
38. Dec 11	11:54 A	To PRESCOTT	928 441 0112	D 7	2.45
39. Dec 11	12:37 P	To PRESCOTT	928 441 0112	D 20	7.00
40. Dec 11	1:12 P	To PRESCOTT	928 441 0112	D 12	4.20
41. Dec 11	1:31 P	To PRESCOTT	928 441 0112	D 2	.70
42. Dec 11	2:44 P	To PRESCOTT	928 441 0112	D 2	.70
43. Dec 11	4:21 P	To PRESCOTT	928 441 0112	D 18	6.30
44. Dec 11	4:24 P	To PRESCOTT	928 441 0112	D 2	.70
45. Dec 11	9:17 P	To PRESCOTT	928 441 0112	D 9	3.15
46. Dec 11	9:51 P	To PRESCOTT	928 441 0112	E 34	11.90
47. Dec 11	10:53 P	To PRESCOTT	928 441 0112	E 16	5.60
48. Dec 12	9:16 A	To PRESCOTT	928 441 0112	MR 10	3.50
49. Dec 12	9:20 A	To PRESCOTT	928 441 0112	D 5	1.75
50. Dec 12	9:34 A	To PRESCOTT	928 441 0112	D 14	4.90
51. Dec 12	10:35 A	To PRESCOTT	928 441 0112	D 13	4.55
					1.40
					\$554.75

Type of Call Codes:
D - Dial Day - Full Rate

EXHIBIT 1
PAGE 4 OF 5

EXHIBIT 2

The payment arrangement I set up for my Mother on January 28, 2008 with an individual named Rondi in QWEST consisted of three monthly payments. My Mother paid the first installment with her bill due February 2nd. However, the bill my Mother received that was due March 4th contained the entire remaining balance instead of the second installment amount. I talked to an individual named Todd in the QWEST Credit Department on February 12, 2008 to correct this erroneous bill. He sent the payment schedule for the remaining two payments that is this exhibit.

PAGE 1 OF 2



Qwest RPS Center
P.O. Box 29060
Phoenix, AZ 85038-9060



February 13, 2008

Account Number: (480) 964-3830 528

Thank you for talking with me today. This letter confirms the payment arrangements that we agreed to regarding your telephone service. The following payment plan is noted on your records:

Payment Amount	Due Date	Payment Amount	Due Date
\$163.60 + 208CCG	03-02-08	\$163.60 + 308CCG	04-02-08

Should payments not be made as agreed, we will disconnect and/or remove your services without further notice. Should this be necessary, full payment of the services disconnected or removed will be required before services can be restored. In addition, a restoral charge or installation charge may apply. A security deposit may also apply.

QWEST LOCAL SERVICE WILL NOT BE DISCONNECTED FOR NON-PAYMENT OF CHARGES FOR QWEST OPTIONAL SERVICES, WIRELESS SERVICES, OR OTHER COMPANIES' SERVICES.

We have a number of electronic payment options you can use to expedite settlement of your account. You can also make payments through our Web site at www.qwest.com. As a reminder, if payment is made with insufficient funds, your service(s) will be disconnected without further notice. A fee for the dishonored check will also apply.

WIRELESS SERVICE

Wireless services are considered optional and are governed by your Qwest Wireless Service and Qwest Wireless Phone Agreement. Please note that your wireless service may be interrupted without written notice if you have not settled any past due wireless balance by the "pay by" date shown on your bill. If you have questions regarding your wireless agreement, please call 1-800-244-1111.

As a valued customer, your business is appreciated and we want you to continue to enjoy Qwest services. Please call Qwest Customer Financial Services at 1 800-423-8994 if you have any further questions.

Qwest Customer Financial Services
1 800-423-8994

01430 1/1

AB 01 000720 12097 H 3 B



STELLA A GORODENSKI
74
5843 E ALBANY ST
MESA AZ 85205-8807

EXHIBIT 2
PAGE 2 OF 2



Maricopa County Justice Courts, State of Arizona
EAST MESA JUSTICE COURT
 4811 East Julep Suite 128, Mesa, AZ 85205 480-985-0188
 www.superiorcourt.maricopa.gov/justiceCourts

REQUESTS FOR REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES MUST BE MADE TO THE COURT AT LEAST 3 JUDICIAL DAYS IN ADVANCE OF ANY SCHEDULED HEARING.

CASE NUMBER: 0200803036r SL

STELLA GORODENSKI, 5843 E. ALBANY ST., MESA, ARIZONA 85205
STANLEY A. GORODENSKI, 9440 E. NEWTOWN AVE., DEWEY, AZ, 86327

QWEST
C.T. CORPORATION SYSTEM
2394 E. CAMELBACK RD.
PHOENIX, ARIZONA 85016

480-964-3830 Plaintiff(s) Name / Address
 928-632-8424

Defendant(s) Name / Address
 The Statutory Agent / Corporate Officer to be served is:
C.T. CORPORATION SYSTEM

SMALL CLAIMS COMPLAINT / SUMMONS / ANSWER

WARNING: THERE ARE NO APPEALS IN SMALL CLAIMS CASES. You do not have the right to appeal the decision of the Hearing Officer or the Justice of the Peace in Small claims (Division) Court. If you wish to preserve your right to appeal, you may have your case transferred to the Civil Division of the Justice Court pursuant to ARS 22-504, if you request such a transfer at least ten (10) days prior to the day of the scheduled hearing.

NOTICE AND SUMMONS

TO THE ABOVE-NAMED DEFENDANT(S):
 You are directed to answer this complaint within **TWENTY (20) DAYS** by filing a written ANSWER in the court named above. If you do not answer or defend, you run the risk of having a judgment entered against you for the amount of plaintiffs claim, plus court costs. A filing fee must be paid at the time your answer is filed.

Date: 2/12/08
 Clerk: [Signature] (SEAL)

PLAINTIFF'S CLAIM

This Justice Court has venue because The defendant resides in this precinct, The debt, or cause of action, incident that resulted in this claim occurred in this precinct. \$ 406.44 is the total amount owed to the defendant because:

PLEASE SEE THE ATTACHED

Date: FEBRUARY 7, 2008 Stanley A. Gorodenksi Plaintiff

DEFENDANT'S ANSWER A filing fee must be paid at the time your answer is filed

I am answering on behalf of Myself Marital Community Other: Qwest I do not owe the plaintiff because:
 (Requires signature of both husband and wife)

Ms. Stella Gorodenksi has subscribed to Qwest long-distance for intra-state long distance services since June 17, 2000. She did not subscribe to a Qwest long distance calling plan which would have added additional monthly service charges and she was therefore billed at the tariffed rate of \$.35 per minute for long distance calls made within Arizona.

Date: 2-20-08 [Signature] for Qwest Defendant(s)

NOTICE OF SERVICE

I certify that I will mail a copy of this answer to the plaintiff at the above address.
 Date: 2-20-08 By: [Signature] for Qwest Defendant

EXHIBIT 3



Maricopa County Justice Courts, Arizona

EAST MESA JUSTICE COURT 4811 E. Julep Ste. 128, Mesa, AZ 85205 480-985-0188

CASE NUMBER: CC2008030366 SC

STELLA GORODENSKI
9440 E NEWTOWN AVE
DEWEY AZ
86327

QUEST
2394 E CAMELBACK ROAD
PHX AZ
85016

Plaintiff(s) Name / Address / Phone

Defendant(s) Name / Address / Phone

JUDGMENT (Small Claims)

This matter was heard by the Court on this date: 4-2-08

Plaintiff appeared in person failed to appear

Defendant appeared in person failed to appear

Judgment is entered upon default with hearing without hearing

Judgment is entered upon agreement of the parties.

IT IS ORDERED dismissing this case with prejudice without prejudice

IT IS ORDERED granting judgment to:

Plaintiff

Defendant

1. \$ _____ Amount

1. \$ _____ Amount

2. \$ _____ Accrued interest, if any

2. \$ _____ Accrued interest, if any

3. \$ _____ Court Costs

3. \$ _____ Court Costs

\$ _____ TOTAL

\$ _____ TOTAL

Plaintiff awarded nothing.

Defendant awarded nothing.

With interest thereon at the rate of 10% per annum from the date of judgment until paid in full.

Date: 4-2-08

Justice of the Peace Hearing Officer

I CERTIFY that I mailed / delivered a copy of this JUDGMENT to:

Plaintiff at the above address

Defendant at the above address

Date: 4-2-08

By: LINDA 4-2-08
Clerk

EXHIBIT 4

EXHIBIT 5

Page 2 is the bill due March 4th.
Page 3 is the bill due April 2nd.

PAGE 1 OF 3



STELLA A GORODENSKI
Account Number: 480 964-3830 528R

THIS BILL INCLUDES THESE QWEST SERVICES:

- HOME
- INTERNET
- LONG DISTANCE
- WIRELESS
- DIGITAL TV
- BROADBAND PHONE

Previous Balance	New Charges	Total Amount Due	Due Date for New Charges
\$326.62	\$24.47	\$351.09	Mar 4, 2008

Bill Date
Feb 13, 2008

Qwest
 Customer Service 1 800 244-1111
 Repair 1 800 573-1311

Visit qwest.com

Account Summary

Previous Balance	
Charges	664.09
Payment Jan 30	-186.40
Adjustments	
Qwest	-17.17
Qwest Long Distance	-133.90

24420 1/2

Past Due Balance \$326.62

New Charges

Qwest Local Service	(Page 3)..	24.47
Qwest Long Distance	(Page 4)..	.00

Total New Charges \$24.47

Total Amount Due \$351.09

Get super-fast QWEST® BROADBAND Internet service at a GUARANTEED PRICE FOR LIFE - as low as \$26.99/mo. when bundled with a qualifying phone package. The price is yours as long as you maintain your service! Requires 2-year commitment. For details, availability, restrictions, or to order, call 1 888-285-0060.

1 2 3 5 6



Customer Service 1 800 244-1111



STELLA A GORODENSKI
Account Number: 480 964-3830 528R

Visit www.qwest.com

Qwest Local Service Detail

(continued)

Taxes, Fees & Surcharges

	Item Rate	Subtotal
Telecommunication Relay Service Fund at 1.1% <i>This charge funds relay centers that help hearing- and speech-impaired customers make and receive calls.</i>	.09	
Federal Access Charge <i>This charge, allowed by the FCC, covers part of the cost for providing access to and maintenance of the local network.</i>	6.30	
		\$7.94

Late Payment Charge

Late Payment Charge on \$326.62

4.90

\$4.90

Total Qwest Local Service

\$24.47

Account Adjustments

The charges or credits below are applied on page 1 of your bill.

Jan 29	Credit Adjustment	-5.00
Jan 29	Credit Adjustment	-2.75
Jan 29	Late Payment Charge Adjustment	-9.42

Total Account Adjustments

-\$17.17

EXHIBIT
5
Page
2 OF 3



STELLA A GORODENSKI
Account Number: 480 964-3830 528R
Visit www.qwest.com

Customer Service 1 800 244-1111

Qwest Local Service Detail

Item	Rate	Subtotal
Home Telephone		
Charges from Mar 13 to Apr 12		
Basic Services		
1 Credit For Telephone Assistance Plan - Federal	-6.30	
1 Credit For Telephone Assistance Plan - Federal	-2.87	
1 Credit For Telephone Assistance Plan - State	-2.24	
1 Residence Line	13.18	
Optional Services		
1 Caller Identification	6.25	
1 Line-Backer™ Optional Inside Wire Repair Plan	4.75	
		\$12.77

Taxes, Fees & Surcharges

The following charges are permitted by local, state and federal governments. For more information, visit our website at www.qwest.com.

Federal Excise at 3%	.43
State Sales at 5.6%	.80
Regulatory Surcharge at .19%	.03
This charge recovers the amount Qwest is assessed by the Arizona Corporation Commission. This assessment funds the corporation commission, enabling it to perform its lawful duties.	
County Sales at .7%	.09
State 911 at \$.20 per access line	.20
This surcharge, funds the cost of providing emergency services communications systems in your community.	
Telecommunication Relay Service Fund at 1.1%	.09
This charge funds relay centers that help hearing- and speech-impaired customers make and receive calls.	
Federal Access Charge	6.30
This charge, allowed by the FCC, covers part of the cost for providing access to and maintenance of the local network.	
	\$7.94

Late Payment Charge

Late Payment Charge on \$163.02

2.45

Total Qwest Local Service

\$23.16



STELLA A GORODENSKI
Account Number: 480 964-3830 528R

THIS BILL INCLUDES THESE QWEST SERVICES:

- HOME
- INTERNET
- LONG DISTANCE
- WIRELESS
- DIGITAL TV
- BROADBAND PHONE

Previous Balance	New Charges	Total Amount Due	Due Date for New Charges
\$163.02	\$23.16	\$186.18	Apr 2, 2008

Bill Date
Mar 13, 2008

Qwest
Customer Service 1 800 244-1111
Repair 1 800 573-1311

Visit qwest.com

Account Summary

Previous Balance	
Charges	351.09
Payment Feb 29	-188.07
Past Due Balance	\$163.02
New Charges	
Qwest Local Service (Page 3)	23.16
Total New Charges	\$23.16
Total Amount Due	\$186.18

Let Qwest® help you customize a bundle that's just right for you. We have many options to fit your

24220 1/2

EXHIBIT 5
PAGE 3 OF 3