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FEB 03 2020

PUBLIC SERVICE  
COMMISSION

February 3, 2020

**Via Hand Delivery**

Hon. Gwen R. Pinson  
Executive Director  
Public Service Commission  
211 Sower Blvd.  
P. O. Box 615  
Frankfort, KY 40601

***In the Matter of Associates in Dermatology, PLLC v. Bellsouth  
Telecommunications, LLC d/b/a AT&T Kentucky, Case No. 2019-00047***

Dear Ms. Pinson:

Enclosed for filing are one (1) original and five (5) copies of Associates in Dermatology, PLLC's Responses to AT&T Kentucky's Information Requests.

Thank you and if you have any questions, please call me.

Sincerely,

DINSMORE & SHOHL LLP



Caroline L. Pieroni

CLP/dc

Enclosures

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

FEB 03 2020

PUBLIC SERVICE  
COMMISSION

In the Matter of:

ASSOCIATES IN DERMATOLOGY, PLLC

COMPLAINANT

CASE NO. 2019-00047

BELLSOUTH TELECOMMUNICATIONS, LLC dba

AT&T KENTUCKY

DEFENDANT

**ASSOCIATE IN DERMATOLOGY RESPONSES TO  
AT&T KENTUCKY'S INFORMATION REQUESTS**

ASSOCIATES IN DERMATOLOGY, PLLC ("AID"), pursuant to the Public Service Commission Order dated December 19, 2019, and the Information Requests submitted by BELLSOUTH TELECOMMUNICATIONS, LLC dba AT&T KENTUCKY ("AT&T") on January 21, 2020, responds as follows:

**OBJECTIONS**

In addition to any specific objects and limitations stated below in AID's answers, AID incorporates the following general objections and limitations into each of its responses to AT&T's Information Requests.

1. AID objects to AT&T's Information Requests insofar as they are vague, ambiguous, overly broad or burdensome, irrelevant and/or disproportionate to the needs of discovery in this matter.

2. AID specifically objects to the Information Requests insofar as they seek information that goes beyond the one legal question presented – whether the Kentucky Public Service Commission (“PSC or Commission”) has jurisdiction over AID’s Complaint.

3. AID objects to requests for documents or information that are equally available to AT&T or for which AT&T has equal or superior knowledge or access.

4. AID objects to the requests insofar as they seek information that is confidential and protected by the attorney-client privilege or attorney work-product doctrine.

5. AT&T objects to the instructions submitted by AT&T with its Information Requests to the extent they attempt to require a broader meaning than the question themselves or attempt to go beyond the scope of information the PSC permitted AT&T to seek.

6. AID reserves the right to object to the use of any response to the Information Requests in any subsequent proceeding or in the trial or arbitration of this or any other action on any grounds.

7. AID reserves the right at any time to revise, correct, add to, or clarify any of the responses herein.

### **RESPONSE TO AT&T’S INFORMATION REQUESTS**

**REQUEST 1:** Please refer to your response to KPSC 1-1. Please state the basis for your contention that the Commission has jurisdiction with respect to services you allege were provided to AID by AT&T at 2241 Green Valley Road, New Albany, Indiana 47150.

**RESPONSE 1:** The service was provided by AT&T Kentucky, to a Kentucky business (AID), as an indivisible part of a package with Kentucky services, and the misrepresentations were made in Kentucky. AID reserves the right to make further legal arguments in its brief.

**REQUEST 2:** Please refer to AID's responses to KPSC 1-2, KPSC 1-3, and KPSC 1-7. Please identify which accounts or sub-accounts listed in AID's responses to KPSC 1-2, KPSC 1-3, and KPSC 1-7 are in whole or part for services provided by AT&T to AID at 2241 Green Valley Road, New Albany, Indiana 47150.

**RESPONSE 2:** Objection. AT&T has equal or superior access to this information, and there are numerous links imbedded in each contract that would provide access to additional bundle information, sales information, descriptions, details and other information. AID no longer has access to this information, but AT&T does. Without waiving this objection, AID states that the correspondence and bills in AID 1-2 were received after AID ended all services with AT&T. As such, AID cannot identify which accounts or sub-accounts they relate to, since AID did not have any active accounts. Only AT&T can determine what the improper and unapproved bills it sent are related to.

As to AID 1-3 and AID 1-7, AID objects to the question and directs AT&T to the documents themselves. The documents provided are AT&T's documents and AID's complaint is that the bills were incorrect, incomplete and incomprehensible. AT&T is in the best position to know which of its own contracts and documents relate in whole or in part to services provided in New Albany. The contracts in AID 1-3 do not specify location (but all appear to apply to the Springhurst or other Kentucky locations), and the documents in AID 1-7 specify multiple locations.

**REQUEST 3.** Please refer to AID's response to KPSC 1-5 and AID 1-3.

a. Please identify which contracts attached as AID 1-3 are in whole or part for services to be provided by AT&T to AID at 2241 Green Valley Road, New Albany, Indiana 47150.

**RESPONSE 3(a):** AID objects to this question as it seeks information to which AT&T has equal or greater access. Without waiving this objection, AID states that none of the contracts refer to a New Albany location and thus it cannot determine which (if any) services in the contracts relate to New Albany.

b. In your response to KPSC 1-5 you indicate that the contracts attached as AID 1-3 are the “contracts AID has in its possession...” Please state whether AID’s complaint relates in any respect to contracts between AID and A&T that were not produced as part of AID 1-3 because they were not in AID’s possession or otherwise.

**RESPONSE 3(b):** AID’s Complaint may relate to contracts not in AID’s possession. AID is unable to provide more information because it does not know whether there are other contracts, other than one additional contract AID located recently, which is attached as AID 3-1. AT&T should be able to determine which contracts it had with AID. AID has produced the contracts in its possession between AID and AT&T and cannot say definitively whether there are others or not.

c. If AID’s response to AT&T 1-3(b) immediately above is yes, please identify all such contracts, even if not in AID’s possession, and for each such contract please provide the following information: (i) the date of the contract; (ii) the term including dates of the contract; (iii) the nature of the services to be provided by A&T to AID under the contract; and (iv)

whether the contract in whole or part relates in whole or part to services to be provided by AT&T to AID at 2241 Green Valley Road, New Albany, Indiana 47150.

**RESPONSE 3(c):** See Response to 3(b). See AID 3-1 for answers to (i)-(iv).

**REQUEST 4:** In the January 28, 2019 letter accompanying the complaint filed with the Commission, AID alleges that dating back to 2014 it entered into contracts with AT&T “that have gone unfilled as a direct result of AT&T not executing their portion of the agreements.”

a. Please produce all contracts to which AID refers in connection with the allegation stated immediately above, including all attachments, exhibits and schedules. If AID previously produced any such contract in response to KPSC 1-5 and AID 1-3 you may identify the responsive contract in lieu of producing it, except that AID should produce any attachments, exhibits and schedules to the contract not previously produced.

**RESPONSE 4(a):** Please see documents produced as AID 1-3 for all of the contracts, exhibits, attachments and schedules in AID’s possession. Please see new contract document, titled AID 3-1. Please also see documents produced as AID 3-2, which show implementation problems, sales pitches, agreements to cut off services that were not cut off, etc.

b. Explain with specificity for each contract produced or identified in response to this Information request all terms and conditions that AID claims were unfulfilled by AT&T and whether, and to what extent, the unfulfilled obligations related in whole or part to services to be provided by AT&T to AID at 2241 Green Valley Road, New Albany, Indiana 47150.

**RESPONSE 4(b):** Objection. AT&T is in a greater position to know which services applied in which locations, and has access to attachments, schedules, exhibits and other contract

documents that AID does not have and cannot obtain at this point. As the party with greater knowledge and the relevant documents, AT&T cannot expect AID to respond fully.

Without waiving these objections, there were several unfulfilled promises by AT&T and services for which AT&T charges but did not provide. AT&T attempted to launch multiple services that failed. See, for example, discussions in AID 3-2. Upon the failure to fully implement services provided, AT&T would then offer an “upgrade” to a new service, while still charging for the old service. This happened at the Broadway and Springhurst and New Albany locations.

Additionally, AT&T sold AID multiple times on the concept of AT&T’s “managed” services, which allegedly were supposed to take from AID the hassle of managing accounts, monitoring certain functions, attending to the router, etc. Because of the managed services function that AID *was paying for*, AT&T had responsibility for coordinating disconnects of replaced upgraded services and managing router issues. Additionally, because AT&T was managing these and other functions, it knew it was charging for multiple circuits that were no longer plugged into AID’s network. There were alarms or pings that indicated to AT&T that certain equipment was not plugged in or working or connected to AID’s network. AT&T ignored them.

The managed services responsibilities that AT&T charged AID for but did not provide are present in multiple contracts produced by AID and AT&T. For example, in AID 1-3, Tab B, p. 1, the services in the bundle AT&T sold AID included “Managed Internet Service.” In AID 1-3, Tab C, page 1, AT&T was charging AID for “Managed Internet Service.” IN AID 1-3, Tab D, page 1, AT&T was offering even more management services, including “Managed Router

Feature” and “Managed Firewall Service” but it was not actually managing those features or services.

**REQUEST 5:** AID alleges in the January 28, 2019 letter accompanying the complaint filed with the Commission that for years it was billed for services no longer in use and has been “persuaded into new agreements for updated service when old services were never terminated by AT&T.”

a. Please identify the specific time period(s) during which AID contends it was billed for services no longer in use.

**RESPONSE 5(a):** AID was billed for services no longer in use from June 5, 2014 through December 2019. See AID 1-5.

b. Please identify the “new agreements for updated service” AID contends it was “persuaded into when old services were never terminated by AT&T.”

**RESPONSE 5(b):** This statement refers to every contract after the first contract. *See* AID 1-3(A) for the first contract. See AID 3-2 for communications about previous failed installations and new offerings.

- Additionally, AT&T performed a 20MB upgrade on AT&T Account No. 831-000-2646-967. It should have disconnected the 3MB circuit after the upgrade, but it did not.
- AT&T upgraded a 50MB internet service from AT&T Account No. 171-796-3198-076 to 100MB Internet and continued to charge for both services, not just the 100MB.
- AT&T was double charging for 100MB Internet on Account No. 171-810-3774-001, and also added 35 SIP trunks at the New Albany location that were not requested.



c. Please produce all contracts associated with the time periods identified in your response to AT&T 1-5(a) and all bills rendered by AT&T for the services no longer in use. If AID previously produced any such contract in response to KPSC 1-5 and AID 1-3 you may identify the responsive contract in lieu of producing it, except that AID should produce any attachments, exhibits and schedules not produced.

**RESPONSE 5(c):** AID objects to the production of documents related to contracts because, as stated above, AT&T has access to those and AID does not. AID has produced all contracts in its possession either as part of AID 1-3, or AID 3-1. Many of the bills rendered by AT&T for services not in use – the ones that AID can locate at this time – are in AID 1-6 and AID 1-4.

d. Please produce all “new agreements” identified in your response to AT&T 1-5(b) and all bills rendered by AT&T for the services no longer in use. If AID previously produced any such contract in response to KPSC 1-5 and AID 1-3 you may identify the responsive contract in lieu of producing it, except that AID should produce any attachments, exhibits and schedules not produced.

**RESPONSE 5(d):** See Responses to 5(b) and 5(c), including objections about AT&T having superior knowledge or access to documents. AT&T sometimes provided new or upgraded services without entering into a new contract. AT&T has equal or greater access to the information about what “upgrades” were provided and when. AID has produced all contracts in its possession, including AID 3-1.

e. Please state whether and to what extent the contracts and “new agreements” identified in response to this Information request relate in whole or part to services rendered or to be rendered to AID at 2241 Green Valley Road, New Albany, Indiana 47150.

**RESPONSE 5(e)**: Objection. AT&T is the party in a better position to be able to identify what contracts it had with AID and what locations were covered by those contracts. AID brought this complaint in part because AT&T’s bills were incorrect, incomplete and incomprehensible. Without waiving this objection, please see contracts in AID’s possession produced as AID 1-3(A)-(D), and AID 3-1. Please see bills for services in AID 1-4 and AID 1-6 that include addresses. Please see spreadsheets of overcharges, broken down by location at issue, in AID 1-5.

f. Please identify by title, the names of all parties (AID personnel and AT&T personnel) who negotiated new agreements for updated service when old services were never terminated by AT&T, and provide any Documents or other records reflecting any such discussions.

**RESPONSE 5(f)**: Objection. AT&T is the party in the superior position to know which employees worked for AT&T and what their titles are. Without waiving this objection, AID refers AT&T to the documents produced in AID 1-1, AID 1-2, AID 1-3, AID 1-7, and AID 3-1. AID further states that Paul Black, Brad Wood, Timothy Whitlock, Miles Fitzgerald, Marc Henderson, and Brittaneetherton are some of the employees who worked with AID.

AID former CFO Hope Flannery, current AID Financial Manager Charlie McCall, and AID Chief Administrative Officer Al Appel have worked on the AT&T contracts, among others.

g. Please state whether AID claims it lacked equal bargaining power when entering into the identified “new agreements” with AT&T, and if so, provide each fact supporting its contention.

**RESPONSE 5(g)**: Objection. This question is unrelated to the PSC’s jurisdiction. Without waiving this objection, AID claims it lacked equal bargaining power because AT&T drafted the contracts, because it has a monopoly on phone service, because it had superior knowledge, and because AID was not permitted to change the agreements or contracts. AID reserves the right to make additional arguments related to this questions and others.

**REQUEST 6:** Please refer to AID’s allegation in the January 28, 2019 letter accompanying the complaint filed with the Commission that it “is owed tens of thousands of dollars in refunds for over billing on accounts that should have been terminated,” and its response to KPSC 1-7, KPSC 1-11, and AID 1-5.

a. For each individual entry contained in AID’s response to AID 1-5 please identify whether it includes amounts AID contends relate to service provided or to be provided by AT&T to AID at 2241 Green Valley Road, New Albany, Indiana 47150 and the amount that relates to service to that location.

**RESPONSE 6(a)**: Objection. AT&T is in the superior position to determine which charges relate to which location. Without waiving this objection, AID 1-5’s first overcharge tabulation of \$48,393.23 relates to its New Albany location in Indiana. The second overcharge tabulation of \$62,251.20 relates to the Springhurst location in Louisville, Kentucky. The third overcharge tabulation of \$4,127.14 relates to the Springhurst location in Louisville, Kentucky. The fourth overcharge tabulation of \$1,863.49 relates to services that were added to the bill at

the New Albany, Indiana, location that were not requested by AID. The fifth overcharge tabulation of \$1,863.49 relates to overcharges at the New Albany location.

Please see updated spreadsheet attached to AID's responses to the PSC, identified as AID 2-1 with additional amounts overpaid on each spreadsheet. These numbers reflect the latest billing issues and overcharges by AT&T and show which were paid and which were not. The total amount overpaid by AID now equals \$149,914.07. The amounts related to services in Kentucky only total \$73,719.94.

b. Please identify the specific amounts AID alleges it is owed, including those identified in its response to KPSC 1-11, that are not itemized in AID 1-5, and provide all Documents associated with the amounts claimed due.

**RESPONSE 6(b):** See objections, response, and documents referenced in Response to 6(a).

c. For each specific amount itemized in response to subpart (b) above please identify whether it includes amounts AID contends relate to service provided or to be provided by AT&T to AID at 2241 Green Valley Road, New Albany, Indiana 47150 and the amount that relates to service to that location.

**RESPONSE:** See objections, response, and documents referenced in Response to 6(a).

d. Confirm whether AID is seeking an award from the Public Service Commission of Kentucky for damages and whether those damages are liquidated or unliquidated.

**RESPONSE 6 (d):** Yes, both.

e. If AID is seeking to recover damages please provide the basis for the Commission's jurisdiction or authority to award liquidated or unliquidated damages.

**RESPONSE 6(e)**: AT&T Kentucky sold phone services to AID, a Kentucky company, sent it bills in Kentucky, and packaged any services outside Kentucky with Kentucky services. It admits it provided basic local exchange service to AID in Kentucky. The PSC governs the provision of telephone services by AT&T in Kentucky, and has the ability to protect consumers, control AT&T's tariff, and penalize fraudulent billing practices. AID reserves the right to set forth further and more specific arguments in its brief.

f. With respect to the "more than \$15,000 in legal and consulting fees" identified in AID's response to KPSC 1-11 please identify each statute or contract that AID contends provides for the award of such "legal and consulting fees" to AID.

**RESPONSE 6(f)**: All contracts in AID 1-3, and 3-1, as well as federal law, state law, and the regulations and other laws governing the Commission. AID reserves the right to make additional arguments in its brief.

g. Please confirm that AID alleges that it has never been issued a credit by AT&T.

**RESPONSE 6(g)**: AID has been issued one refund/credit by AID, in the amount of \$3,907.45 on or around October 25, 2019. After AID filed the Complaint in this case, AT&T sent it a check for \$11,487.52 to settle its claims and AID did not deposit the check because the amount was in dispute. The check is now expired. AT&T has rescinded various other charges

and called those amounts (which were disputed by AID and not paid) “credits” even though no dollars were paid to AT&T or received by AID.

h. If AID is not alleging that it has never been issued a credit please explain what is meant by the allegation on page 2 of AID’s letter that: “To date we have not been issued a refund on any account that holds a credit.”

**RESPONSE 6(h)**: AID had not been issued any credit at the time the letter was submitted to the PSC.

i. To the extent that AID contends it has “not been issued a refund on any account that holds a credit” please identify each such account (or sub-account), and for each such account (or sub-account) please state the amount of the refund that AID contends it has not been issued, and whether the unissued refund relates in whole or part to service rendered or to be rendered by AT&T to at 2241 Green Valley Road, New Albany, Indiana 47150.

**RESPONSE 6(i)**: The refunds owed to AID are in AID 1-5. *See* Response to 6(a)-(e).

j. Please provide copies of all Documents AID alleges it routinely sent to each AT&T account manager assigned to AID with respect to the unissued refunds.

**RESPONSE 6(j)**: AID has produced many of its communications in AID 1-1, AID 1-2, AID 1-7, and AID 3-2.

**REQUEST 7:** Please refer to the contract documents produced by AT&T in response to KPSC 1-5. Please state whether AID contends the contracts produced by AT&T in its response

to KPSC 1-5 are inapplicable to the service giving rise to AID's claims in this proceeding. If AID contends that any of the contracts are inapplicable, in whole or part, please state the basis for such contention.

**RESPONSE 7:** AID does not contend the contracts identified by AT&T as a whole are inapplicable. AID has identified additional contracts that are also applicable to the dispute. See AID 3-1. AID's position is that some of the provisions of the contracts are legally unenforceable or do not govern any remedy that could be provided by the PSC.

**REQUEST 8.** Please provide copies of the notices or other Documents AID asserts it regularly received from AT&T threatening to terminate specific accounts after multiple requests not to terminate such accounts were sent to AT&T by AID, as well as copies of all Documents sent by AID to AT&T in response to such notices or requesting that accounts not be terminated by AT&T.

**RESPONSE 8:** See AID 3-3, and AID 3-4 for examples of such communications.

**REQUEST 9.** Does AID contend that the Kentucky Commission has jurisdiction over this complaint?

a. If AID contends that the Kentucky Commission has jurisdiction over its complaint in this proceeding please identify each fact supporting the Commission's exercise of jurisdiction.

**RESPONSE to 9(a):** Yes. The Commission protects the public from unfair, untruthful, and fraudulent actions by telephone services providers like AT&T. AT&T has admitted to offering services to AID that are within the KPSC's jurisdiction. AT&T had defrauded AID out

of more than \$100,000 as explained in AID 2-1 and the other documents provided to the Commission. AID reserves the right to make additional legal and other arguments in its brief.

b. Does AID contend that the Kentucky Commission has jurisdiction over Voice over Internet Protocol services? If so, explain the basis for that conclusion and each fact supporting it.

**RESPONSE to 9(a):** It is AID's position that the Commission has jurisdiction over fraudulent statements and bills submitted by AT&T to AID related to Voice Over Internet Protocol Services. AID reserves the right to make additional legal arguments about this in its brief.

**REQUEST 10.** Please confirm that each contract into which AID entered into with AT&T that is the subject of this proceeding, whether produced by either AT&T or AID in this proceeding, contains an arbitration clause requiring that all disputes between AT&T and AID be resolved through binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules.

a. Further confirm that the arbitration clause in each contract states that if AT&T does not resolve a claim within 30 days after receipt of a Notice of Dispute, either party may commence arbitration.

b. Provide copies of any Notice of Dispute AID sent to AT&T.

c. Confirm whether AID ever commenced arbitration.

**RESPONSE 10(a):** Objection. This question is unrelated to the Commission's jurisdiction. Subject to this objection and without waiving same, AID does not dispute that the contracts contain arbitration clauses, and that some of the arbitration clauses say that if AT&T



does not resolve a claim within 30 days after receipt of a Notice of Dispute, either party may file arbitration.

**RESPONSE 10(b):** Please see AID 3-5.

**RESPONSE 10(c):** AID is commencing arbitration to determine any dispute that the PSC determines it does not govern.

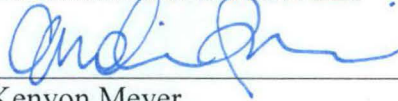
**REQUEST 11.** Please confirm that each contract between AID and AT&T contained a Limitation of Liability clause, expressly specifying AT&T's entire liability to AID and providing the exclusive remedy for every matter AID complains of in its Complaint to the Kentucky Commission.

a. Please explain how the relief sought by AID complies with the Limitation of Liability clause contained in each contract with AT&T into which AID entered.

**RESPONSE 11:** Deny. AID's relief in this forum is not required to comply with the Limitation of Liability clause. AID reserves further argument on this point.

Respectfully submitted,

DINSMORE & SHOHL LLP



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Caroline L. Pieroni  
South Fifth Street, Suite 2500  
Louisville, KY 40202  
E-mail: Kenyon.meyer@dinsmore.com  
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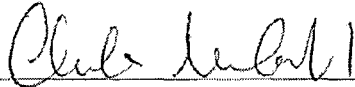
and

Paul Schurman

N. Watterson Trail  
Louisville, KY 40243  
E-mail: paul@louisvillelaw.com  
Phone: (502) 244-8099  
Attorneys for Complainants


VERIFICATION

I, Charlie McCall, verify, state, and affirm that I prepared and/or supervised the preparation of the responses to AT&T's January 21, 2020 Information Requests with this Verification, and that these responses are true and accurate to the best of my knowledge, information, and belief formed after a reasonable inquiry.

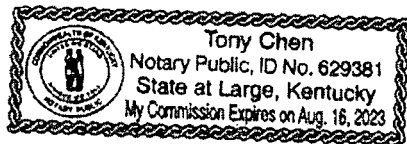
  
\_\_\_\_\_  
Charlie McCall

COMMONWEALTH OF KENTUCKY     )  
COUNTY OF Jefferson            )

SUBSCRIBED AND SWORN TO before me by Charlie McCall on this the 3<sup>rd</sup> day of February, 2020.

  
\_\_\_\_\_  
Notary Public, Ky. State at Large  
My Commission Expires August 16, 2023  
Registration No. 629381  
NOTARY PRINTED NAME

Tony Chen



## CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing was served on the following, via e-mail and U.S. Mail on this the 3rd day of February, 2020, as indicated below:

Mark R. Overstreet  
STITES & HARBISON  
West Main Street  
Box 634  
Frankfort, KY 40602-0634  
moverstreet@stites.com

Bellsouth Telecommunications, LLC d/b/a AT&T  
Meidinger Tower  
S. 4th Street, Suite 2400  
Louisville, KY 40202  
hood.harris@att.com

Hood Harris  
President, AT&T Communications of the South Central  
W. Chestnut Street  
Room 408  
Louisville, KY 40203  
Hood.harris@att.com

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*Attorneys for Complainants*

# AID

## 3-1

Responses to AT&T's 1<sup>st</sup> Set of Requests for Information



Sales Contact Information  
BYAM; BERTRAM  
502-561-5966  
bb531x@us.att.com

**eSign Fax Cover Sheet** Contract Id: 4586341

**To:** AT&T Automated Fax Handling Service

**From:**

**Fax:** 877-374-4632 or 877-eSignFax

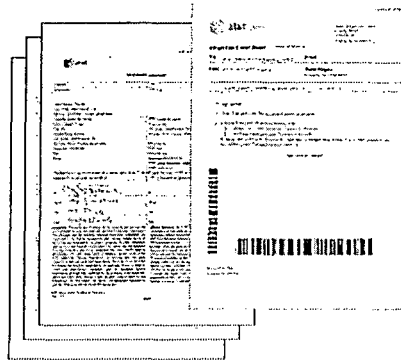
**Total Pages:** 6  
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: [esign@att.com](mailto:esign@att.com)

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
  - I. eSign Fax Cover Sheet for Contract Id: 4586341
  - II. All Pages stamped with Contract Id: 4586341
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 1103671  
Contract Id: 4586341



**AT&T VPN EXPRESS SERVICE  
SERVICE AGREEMENT AND PRICING SCHEDULE**

<b>Customer</b>	<b>AT&amp;T</b>
ASSOCIATES IN DERMATOLOGY  Street Address: 324 E BROADWAY City: LOUISVILLE State/Province : KY Zip Code: 40202 Country: United States	AT&T Corp.
<b>Customer Contact (for Notices)</b>	<b>AT&amp;T Contact (for Notices)</b>
Name: Al Appel Title: Street Address: 3810 Springhurst Blvd City: Louisville State/Province: KY Zip Code: 40241 Country: United States Telephone: 5025831749 Fax: Email: aappel@associatesin dermatology.com Customer Account Number or Master Account Number: 1-2LFVC-102	Name: BERTRAM BYAM Street Address: 675 W PEACHTREE ST NW City: ATLANTA State/Province: GA Zip Code: 30308 Country: United States Telephone: 5025615966 Fax: Email: bb531x@us.att.com Sales/Branch Manager: STRAHL-HARGENS STEPHANIE SCVP Name: STRAHL-HARGENS STEPHANIE Sales Strata: Retail Sales Region: USA  <b>With a copy (for Notices) to:</b> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b> <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code	

This Agreement, which includes the Pricing Schedule attached hereto, is between the customer named above ("You" or "Customer") and AT&T Corp. ("AT&T"), and, upon acceptance by Customer (the "Effective Date"), the Agreement shall continue in effect as long as Services are provided under the Agreement (except where expressly noted that a term survives following termination of service).

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

**AT&T and Customer Confidential Information**

Page 1  
ASAP!

**AT&T VPN EXPRESS SERVICE  
SERVICE AGREEMENT AND PRICING SCHEDULE**

The terms and conditions for AT&T VPN Express Service and AT&T Bandwidth Services ("Services") that AT&T provides to Customer under this Agreement are found in this document and the following additional documents (collectively, the "Agreement"): (i) Service Guides found at [www.att.com/servicepublications](http://www.att.com/servicepublications) or at the link described in the attached pricing schedule; (ii) pricing schedules or other documents attached to this document ("Pricing Schedule"); and (iii) the Acceptable Use Policy ("AUP") found at [att.com/aup](http://att.com/aup). AT&T may revise Tariffs, Guidebooks, Service Guides or the AUP (collectively "Service Publications") at any time and may direct Customer to websites other than listed above. The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule; this Agreement; the AUP; and the Tariffs, Guidebooks and Service Guides; provided that, Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms. This Agreement continues so long as Services are provided under this Agreement. This Agreement is limited to and only applies to the Services and shall not be deemed to apply to any other services ordered or purchased by Customer from AT&T or its Affiliates, and shall not be deemed to modify, amend or otherwise alter in any manner any other agreements between Customer and AT&T.

Customer and AT&T will cause respective Affiliates to comply with any such separate and associated contract. An "Affiliate" of a party is an entity that controls, is controlled by or is under common control with such party.

Services: AT&T will either provide or arrange to have its Affiliate provide Services to Customer and its Users (anyone who uses or accesses any Service provided to Customer), subject to the availability and operational limitations of systems, facilities and equipment, and subject to any limitation stated in the Pricing Schedule attached to this document. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's written consent. Customer will cause Users to comply with this Agreement and is responsible for their use of any Service unless expressly provided to the contrary in a Service Publication. If a Service is provided over or accesses the Internet or is a wireless (*i.e.*, cellular) data or messaging Service, Customer, its Affiliates and Users will comply with the AUP.

Customer will in a timely manner allow AT&T to access or at Customer's expense obtain timely access to property (other than public property) and to equipment as AT&T reasonably requires for the Services. Access includes information, the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within the building for Customer's connection to AT&T's network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way).

Customer will ensure that the location where AT&T installs, maintains or provides Services is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. If AT&T encounters any such hazardous materials at a Customer location, AT&T may terminate any affected Service or any affected component of a Service ("Service Component") or suspend performance until Customer removes the hazardous materials.

AT&T Equipment: Services may be provided using certain equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage (other than ordinary wear and tear) to the AT&T Equipment. The Site is the physical location where AT&T installs or provides a Service.

Prices, Pricing Schedule Term and Taxes: The prices listed in the Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. At the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to discontinue a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

Prices in the Pricing Schedules are exclusive of and Customer will pay all taxes, regulatory surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges relating to the sale, transfer of ownership, installation, license, use or provision of the Services.

Billing, Payments, Deposits and MARC: Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer ("Cutover"). Payment is due 30 days after the invoice date (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute the charge. AT&T may recover all costs (including attorney fees) of collecting delinquent or dishonored payments and may charge late payment fees (i) for Tariff or Guidebook Services, at the rate specified therein; or (ii) for all other Services at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law. AT&T may require a deposit as a condition of providing Services, and AT&T may apply such deposit to any charges owed. If the

**AT&T and Customer Confidential Information**

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**AT&T VPN EXPRESS SERVICE  
SERVICE AGREEMENT AND PRICING SCHEDULE**

Pricing Schedule includes a MARC and Customer's MARC-Eligible recurring and usage charges (after deducting discounts and credits) in any applicable 12-month period are less than the MARC, Customer will pay the shortfall, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

Termination and Suspension: Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition or makes an assignment for the benefit of its creditors. AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately upon notice if Customer: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services. Customer may terminate an affected Service Component for material breach by AT&T if such breach is not cured within 30 days of notice. AT&T may terminate or suspend (and later terminate) an affected Service Component for material breach by Customer if such breach is not cured within 30 days of notice. If Customer fails to rectify a violation of the AUP within 5 days after notice from AT&T, AT&T may suspend or terminate the affected Service Component. AT&T may suspend or terminate immediately if: (i) the suspension or termination is a response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that: (a) AT&T may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T allows the violation to continue; (b) the violation may harm or interfere with the integrity, normal operations or security of AT&T's network or of networks with which AT&T interconnects or may interfere with another customer's use of AT&T services or the Internet; or (c) the violation otherwise presents imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.

If prior to Cutover, Customer terminates a Service Component other than for cause or AT&T terminates a Service Component for cause, Customer (i) will pay any termination or cancellation charges set out in the Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials, including any third-party charges, incurred prior to the effective date of termination. Thereafter, if Customer terminates a Service or Service Component for Customer's convenience or AT&T terminates a Service or Service Component for cause, Customer must pay: (i) 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated Service Component multiplied by the months remaining in an applicable Minimum Payment Period specified in the Pricing Schedule or Service Publication, (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges, and (iii) any access facilities cancellation

charges and other third-party charges incurred by AT&T due to the termination.

If Customer terminates the Pricing Schedule that has a MARC, Customer must pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term. In addition, Customer may terminate an affected Service Component without incurring termination charges if (a) AT&T revises a Service Publication and the revision has a materially adverse impact upon Customer; (b) Customer gives 30 days' notice of termination to AT&T within 90 days of the date of the revision; and (c) AT&T does not remedy the materially adverse impact prior to the effective date of termination. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority or assessment of, or assessment of or changes to additional charges such as surcharges or taxes.

Disclaimer of Warranties and Liability: AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY, DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS) AND MAKES NO WARRANTY REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED, THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS OR INTERRUPTIONS, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 CALLS OR ANY OTHER CALLS OR TRANSMISSIONS, (EXCEPT FOR LIABILITY EXPLICITLY SET FORTH HEREIN); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

Limitation of Liability: AT&T'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES ARISING OUT OF AT&T'S BREACH OF THIS AGREEMENT AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION OR, IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES TO CUSTOMER FOR SERVICE TO WHICH SUCH BREACH

**AT&T and Customer Confidential Information**

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**AT&T VPN EXPRESS SERVICE  
SERVICE AGREEMENT AND PRICING SCHEDULE**

RELATES DURING THE PERIOD IN WHICH SUCH BREACH OCCURS AND CONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T. THIS LIMITATION WILL NOT APPLY TO BODILY INJURY, DEATH OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE OR INTENTIONAL MISCONDUCT.

NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

These disclaimers and limitations of liability will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

Third Party Claims: AT&T agrees at its expense to defend and either to settle any claim against Customer, its Affiliates and its and their employees and directors or to pay all damages finally awarded against such parties where the claim alleges that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, except where the claim arises out of: (i) Customer's or a User's content; (ii) modifications to the Service by Customer or third parties or combinations of the Service with any non-AT&T services or products by Customer others; (iii) AT&T's adherence to Customer's written requirements; or (iv) use of the Service in violation of this Agreement. AT&T at its option may either procure the right for Customer to continue using the Service or may replace or modify the Service so that it is non-infringing or may terminate the Service without liability to Customer.

Customer agrees at its expense to defend and either to settle any claim against AT&T, its Affiliates and its and their employees, directors, subcontractors and suppliers or to pay all damages finally awarded against such parties where: (i) the claim alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions under (i)-(iv) of the preceding paragraph; or (ii) the claim alleges a breach by Customer, its Affiliates or Users of a software license agreement governing software provided with the Services.

Import/Export Control: Customer and not AT&T is responsible for complying with import and export control laws, conventions and regulations applicable to any equipment, software or technical information that Customer moves or transmits between countries.

ARBITRATION: ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE

LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE SECTION IS VOID.

General Provisions: This Agreement and any pricing or other proposals are confidential to Customer and AT&T. Neither party may publicly disclose any confidential information of the other party without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed, except that AT&T may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations. Any assignment other than as permitted by this paragraph is void. Any claim or dispute arising out of this Agreement must be filed within two (2) years after the cause of action arises. This Agreement does not provide any third party (including Users) the right to enforce it or to any remedy, claim, liability, cause of action or other right or privilege. Unless a regulatory agency with jurisdiction over the applicable Service applies a different law this Agreement will be governed by the law and regulations of the State set forth above for Customer's address, without regard to its conflict of law principles. This Agreement is limited to Services to be provided in the United States. The United Nations Convention on Contracts for International Sale of Goods will not apply. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, including strikes and labor disputes. Customer must send any notice required or permitted under this Agreement in writing to the AT&T address set forth above. This Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes all previous agreements, whether written or oral. This Agreement may not be modified or supplemented without a writing signed by authorized representatives of both parties.

**AT&T and Customer Confidential Information**

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**AT&T VPN EXPRESS SERVICE  
SERVICE AGREEMENT AND PRICING SCHEDULE**

**1. SERVICES**

Service	Service Publication Location
AT&T VPN Express Service	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/AVPNEXP">http://serviceguidenew.att.com/sg_flashPlayerPage/AVPNEXP</a>

**2. PRICING SCHEDULE TERMS AND EFFECTIVE DATES**

Pricing Schedule Term	36 months
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Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
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Effective Date of Rates and Discounts	AT&T VPN Express Service
	Effective Date of this Pricing Schedule

**3. MARC AND MARC-ELIGIBLE CHARGES**

**3a. MARC**

MARC under this Pricing Schedule	None
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**4. MINIMUM PAYMENT PERIOD**

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All AT&T VPN Service Components	100%	12 Months

**5. ADDITIONAL TERMS AND CONDITIONS**

**5a. DSL Service or Service Component Withdrawal**

AT&T may discontinue a MPLS DSL Service Component that is supplied to AT&T by a third party service provider upon thirty (30) days written notice.

**6. RATES AND DISCOUNTS**

**6a. AT&T VPN EXPRESS SERVICE**

**6a.1. AT&T VPN Express Service Rates**

Stabilization Date of Rates for AT&T VPN Express Service*	AT&T VPN Express Service Schedule of Charges version dated MAR-01-2015
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\*Service Components added to the Service Guide after the Stabilization Date are available at undiscounted, non-stabilized rates in a later Schedule of Charges version.

**6a.2. AT&T VPN Express Service Component Discounts: United States**

AT&T and Customer Confidential Information

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**AT&T VPN EXPRESS SERVICE  
SERVICE AGREEMENT AND PRICING SCHEDULE**

The Discount for a Category shall apply unless a Discount for a Subcategory or a Service Component is shown.

Discount Type		Discount
<b>VPN Transport</b>		60.0 %
	Connection Monthly Charge	
	ALL VNIC COMPONENTS	100.0 %
	All other Connection Monthly Charges	60.0 %
<b>VPN DSL</b>		45.0 %
<b>Managed CPE</b>		45.0 %
	AT&T Business in a Box® Monthly Charge	20.0 %
	AT&T Business in a Box® Add-On Monthly Charge	20.0 %
<b>Non-Recurring Charges</b>		100.0 %

**6b. Standard Ethernet Access (United States)**

The following discounts shall apply to the rates described in the AT&T Bandwidth Service Guide.

Rate Table	Discount
<b>US Domestic Ethernet Access Channels – Switched – Monthly Recurring Charges</b>	29.0 %
<u>Tables:</u> ACS-SETH (All)	

**6c. Custom Ethernet Access (United States) Rates**

Service Components must be ordered and installed within twelve (12) months after the Effective Date. Special Construction Charges also may apply.

Country	Address	City	ST	Zip/ Postal Code	Phone#	Ethernet Access Speed	Qty	Monthly Ethernet Local Access Charge	Ethernet Access Activation Charge
United States	2241 GREEN VALLEY RD	New Albany	IN	47150		AVPN Ethernet Access 20 Mbps	1	USD 1955.00	USD 0.00

**6c.1. Custom Ethernet Access (United States) Discounts**

No Discounts are applicable

This is the last page of the Pricing Document

AT&T and Customer Confidential Information

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**AID**

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Responses to AT&T's 1<sup>st</sup> Set of Requests for Information

This communication may contain information that is proprietary, confidential, or exempt from disclosure. If you are not the intended recipient, please note that any other dissemination, distribution, use or copying of this communication is strictly prohibited. Anyone who receives this message in error should notify the sender immediately by telephone or by return e-mail and delete it from his or her computer.

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**From:** FITZGERALD, MILES <mf079j@att.com>  
**Sent:** Wednesday, December 16, 2015 11:27 AM  
**To:** PORCHE, MARY B <mp1485@att.com>; aappel <aappel@associatesin dermatology.com>; lhf <lhf@associatesin dermatology.com>  
**Cc:** BYAM, BERTRAM B <bb531x@att.com>; PORTARO, THOMAS L <tp7892@att.com>; PAGUNTALAN, CHLOE JANE <cp754g@att.com>; SARMIENTO, KRISTINE <ks812c@att.com>  
**Subject:** RE: RE: ASSOCIATES IN DERMATOLOGY -3810 Springhurst Blvd Louisville KY 40241- SR# 1-3X8AMFJ - MOVE ORDER - NEED A RESPONSE BY FRIDAY

Mary,

They will be disconnecting the old circuit once the new one is cutover

Al,

Can you please confirm her other questions.

Thanks,

Miles Fitzgerald | Application Sales Consultant  
AT&T Inc.  
*Rethink Possible<sup>SM</sup>*

601 West Chestnut  
Louisville, KY 40202  
Cell 502-415-5639  
Fax 1-866-628-4922  
[mfo79j@att.com](mailto:mfo79j@att.com)

---

**From:** PORCHE, MARY B  
**Sent:** Wednesday, December 16, 2015 11:25 AM  
**To:** aappel@associatesin dermatology.com; lhf@associatesin dermatology.com  
**Cc:** FITZGERALD, MILES <mf079j@att.com>; BYAM, BERTRAM B <bb531x@att.com>; PORTARO, THOMAS L <tp7892@att.com>; PAGUNTALAN, CHLOE JANE <cp754g@att.com>; SARMIENTO, KRISTINE <ks812c@att.com>  
**Subject:** RE: RE: ASSOCIATES IN DERMATOLOGY -3810 Springhurst Blvd Louisville KY 40241- SR# 1-3X8AMFJ - MOVE ORDER - NEED A RESPONSE BY FRIDAY

Team~

I need a response on this by Friday. Please let me know if you want To proceed with this move order or do I need to cancel.

Thanks

Mary Porche, Order Specialist  
AT&T BVOIP IP FLEX Global Ordering Move Team  
Phone: (925) 543-1529 Email: [mp1485@att.com](mailto:mp1485@att.com)

Next Level Support:

AT&T Internal partners please refer to the internal Support Guide in advance of engaging next level support:  
[Link](#)  
Next Level Support Contact: Area Manager Jane Wilson (732) 844-5113 or Cell (732) 397-4796 –  
[jw1934@att.com](mailto:jw1934@att.com)

I promise to deliver an extraordinary customer experience in all customer interactions.

AT&T Order Status Manager: [AT&T OSM](#)

AT&T Internal Order Status Tool: [IOS](#) & [OSM](#)

AT&T Internal partners please refer to the [Internal Support Guide](#) in advance of engaging next level support.

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**From:** PORCHE, MARY B

**Sent:** Friday, December 11, 2015 2:33 PM

**To:** [aappel@associatesin dermatology.com](mailto:aappel@associatesin dermatology.com); [lhf@associatesin dermatology.com](mailto:lhf@associatesin dermatology.com)

**Cc:** FITZGERALD, MILES; BYAM, BERTRAM B; PORTARO, THOMAS L; PAGUNTALAN, CHLOE JANE; SARMIENTO, KRISTINE; PORCHE, MARY B

**Subject:** RE: ASSOCIATES IN DERMATOLOGY -3810 Springhurst Blvd Louisville KY 40241- SR# 1-3X8AMFJ - MOVE ORDER

Hi Team,

I am your dedicated Move Order Manager for your hot cut TN Move. My focus is the successful migration/move of your telephone numbers to your new circuit.

Your upcoming Telephone Number (TN) “move” order is migrating TNs from your existing **20mbps MIS TDM Digital PRI MMEC.959433** to **50mbps EamIS TDM Digital PRI BBEC.554292** that is currently located at **3810 Springhurst Blvd Louisville KY 40241** to the same address.

The TN move will follow the Hot Cut process.

**Hot Cut:** All Telephone Numbers (TNs) on the original circuit will be disconnected. During this transition period, your TNs will be moved from the current IPFlex service to the new IP Flex service. **For planning purposes, please allow a minimum of 3 hours downtime.** Some of our telephone number moves take less time however we are not able to guarantee exactly how long it will take us to complete this this work for you. The orders will be progressed as quickly as possible in hopes of completing the telephone number move in the shortest amount of time possible. Due to system limitations, we have to disconnect the numbers off the old circuit, then once the disconnect order completes, we add the numbers back to the network on the new circuit. Processing of the disconnect and the add orders is what accounts for the extended downtime.

The 51 total Telephone Numbers on your current circuit are as follows. With the "hot cut" process, at least 1 TN must stay on the original IP Flex. **(This TN would not be available at any future date on the new IP Flex).**

Gateway City Code	PBX Begin Range	PBX End Range
502	3221940	3221959
502	5697344	5697344
502	5697711	5697711
502	5831749	5831749
502	5835024	5835024
502	5835228	5835228
502	5839061	5839061
502	6143008	6143008
502	6252200	6252221
502	8227101	8227102

Hot cut times offered are Monday – Friday, 7AM - 7PM EST. Please consider what will work best for you and your vendor(s).

Your phone and data vendors may need to be onsite prior to or on the date of the cut to complete any/all necessary wiring and/or programming. On the cut date, no AT&T personnel will be onsite – the cut will be initiated via a conference call.

When you have confirmed the following information with me, I will be able to work with you to schedule a specific date and time to start the cut.

**After you've had a chance to look over this information, please reply to all via email or if you want to set up a call. I will be able to begin the process once you confirm.**

- **Items to confirm:**
  - **Acknowledge acceptance of the "Hot Cut" process: YES or NO (a minimum of 3 hours downtime)**
  - **Confirm the list of TNs to move: YES or NO**
  - **Provide a current number on the PBX that we can leave behind (if you don't have one I can use a workaround):**  
**Confirm if we are disconnecting MMEC.959433 circuit after the move is complete: YES or NO**

Thanks

Mary Porche, Order Specialist



AT&T BYOIP IP FLEX Global Ordering Move Team

Phone: (925) 543-1529 Email: [mp1485@att.com](mailto:mp1485@att.com)

Next Level Support:

AT&T Internal partners please refer to the internal Support Guide in advance of engaging next level support:  
[Link](#)

Next Level Support Contact: Area Manager Jane Wilson (732) 844-5113 or Cell (732) 397-4796 –  
[jw1934@att.com](mailto:jw1934@att.com)

I promise to deliver an extraordinary customer experience in all customer interactions.

AT&T Order Status Manager: [AT&T OSM](#)

AT&T Internal Order Status Tool: [IOS](#) & [OSM](#)

AT&T Internal partners please refer to the [Internal Support Guide](#) in advance of engaging next level support.

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**From:** FITZGERALD, MILES <mf079j@att.com>  
**Sent:** Tuesday, May 22, 2018 4:07 PM  
**To:** Chris Ball <cball@matrixintegration.com>; POWELL, TAMIKA N <tp2379@att.com>; Drue Best <dbest@matrixintegration.com>  
**Cc:** Larry Jarrell <Larry.Jarrell@intermedix.com>; BLACK, PAUL E <pb7183@att.com>; Al Appel <aappel@associatesindermatology.com>; SPIKNER, STEPHANIE J <ss2481@att.com>; WOOD, BRADLEY D <bw6258@att.com>; EXCONDE, ROINEL <re388t@att.com>; MATHEWS, THOMAS <tm018x@att.com>  
**Subject:** RE: Associates In Dermatology, PLLC - SITE New Albany AVPN - 171502086 - SERVICE ACTIVATION FAILED

The fax will work fine over the IPflex as long as you are confident the equipment is compatible

Thanks,

**Miles Fitzgerald**

Application Sales Consultant

**AT&T**

Small Business Solutions  
601 W. Chestnut St  
Louisville, KY 40203  
M: 502.415.5639  
F: 866.628.4922  
[mf079j@att.com](mailto:mf079j@att.com)

---

**From:** Chris Ball [<mailto:cball@matrixintegration.com>]  
**Sent:** Tuesday, May 22, 2018 3:58 PM  
**To:** POWELL, TAMIKA N <tp2379@att.com>; Drue Best <dbest@matrixintegration.com>; FITZGERALD, MILES <mf079j@att.com>  
**Cc:** Larry Jarrell <Larry.Jarrell@intermedix.com>; BLACK, PAUL E <pb7183@att.com>; Al Appel <aappel@associatesindermatology.com>; SPIKNER, STEPHANIE J <ss2481@att.com>; WOOD, BRADLEY D <bw6258@att.com>; EXCONDE, ROINEL <re388t@att.com>; MATHEWS, THOMAS <tm018x@att.com>  
**Subject:** RE: Associates In Dermatology, PLLC - SITE New Albany AVPN - 171502086 - SERVICE ACTIVATION FAILED

Below are the numbers I could find for the alarm(s) and pbx. I feel like we should have the alarms be POTS from AT&T but everything else come in o. The PRI. Thoughts?

812-948-1148 Line 1  
812-948-1149 Line 2 - Primary Alarm  
812-948-5949 Line 3 - Secondary Alarm  
812-948-7858 Line 4  
812-948-1555 Line 5  
812-948-1607 Line 6  
812-948-1617 Line 7  
812-948-1647 Line 8  
812-948-0032 Fax

Chris Ball

Matrix Integration  
Lead UC Implementation Engineer  
502-242-5316

On May 21, 2018 2:42 PM, Chris Ball <[cball@matrixintegration.com](mailto:cball@matrixintegration.com)> wrote:  
Thank you Tamika. I will go to the customer site tomorrow morning, and personally verify the POTS numbers connected to the phone system, fax, and alarm lines.

*"If I am ever on life support, unplug me...  
Then plug me back in. See if that works"*

**Chris Ball**  
Implementation UC Lead Engineer

Matrix Integration  
p (502) 242-5316 | e [cball@matrixintegration.com](mailto:cball@matrixintegration.com)

---

**From:** POWELL, TAMIKA N [<mailto:tp2379@att.com>]  
**Sent:** Monday, May 21, 2018 2:25 PM  
**To:** Drue Best <[dbest@matrixintegration.com](mailto:dbest@matrixintegration.com)>; FITZGERALD, MILES <[mf079j@att.com](mailto:mf079j@att.com)>  
**Cc:** Larry Jarrell <[Larry.Jarrell@intermedix.com](mailto:Larry.Jarrell@intermedix.com)>; BLACK, PAUL E <[pb7183@att.com](mailto:pb7183@att.com)>; Al Appel <[aappel@associatesindermatology.com](mailto:aappel@associatesindermatology.com)>; SPIKNER, STEPHANIE J <[ss2481@att.com](mailto:ss2481@att.com)>; Chris Ball <[cball@matrixintegration.com](mailto:cball@matrixintegration.com)>; WOOD, BRADLEY D <[bw6258@att.com](mailto:bw6258@att.com)>; EXCONDE, ROINEL <[re388t@att.com](mailto:re388t@att.com)>; MATHEWS, THOMAS <[tm018x@att.com](mailto:tm018x@att.com)>  
**Subject:** RE: Associates In Dermatology, Pllc - SITE New Albany AVPN - 171502086 - SERVICE ACTIVATION FAILED

Team,

The ATT records indicate that the below list of phone numbers provided represents all the numbers listed on the account. Please confirm the port list. Also find the CSR attached.

812-948-7858  
812-948-1555  
812-948-1607  
812-948-1617  
812-948-1647  
812-948-1148  
812-948-1149  
812-948-5949  
812-948-0032

Warm Regards,  
**Tamika N.Powell** - EAFLEX/HALO Support  
Order Specialist - TTU Chat-Room Manager

**Global Ordering & Managed Services**  
5005 Executive Parkway San Ramon CA 94583  
Office 925-543-1531 | Skype 925-365-3735 | Email [TP2379@att.com](mailto:TP2379@att.com)

**From:** Drue Best <[dbest@matrixintegration.com](mailto:dbest@matrixintegration.com)>  
**Sent:** Friday, May 18, 2018 9:20 AM  
**To:** FITZGERALD, MILES <[mf079j@att.com](mailto:mf079j@att.com)>  
**Cc:** Larry Jarrell <[Larry.Jarrell@intermedix.com](mailto:Larry.Jarrell@intermedix.com)>; BLACK, PAUL E <[pb7183@att.com](mailto:pb7183@att.com)>; Al Appel <[aappel@associatesindermatology.com](mailto:aappel@associatesindermatology.com)>; SPIKNER, STEPHANIE J <[ss2481@att.com](mailto:ss2481@att.com)>; Chris Ball <[cball@matrixintegration.com](mailto:cball@matrixintegration.com)>; POWELL, TAMIKA N <[tp2379@att.com](mailto:tp2379@att.com)>; WOOD, BRADLEY D <[bw6258@att.com](mailto:bw6258@att.com)>; EXCONDE, ROINEL <[re388t@att.com](mailto:re388t@att.com)>; MATHEWS, THOMAS <[tm018x@att.com](mailto:tm018x@att.com)>  
**Subject:** Re: Associates In Dermatology, Pllc - SITE New Albany AVPN - 171502086 - SERVICE ACTIVATION FAILED

I will make that work thank you

Drue Best  
Project Manager/RCDD  
812.481.5014 office  
812.486.7248 mobile

Sent from my iPhone

On May 18, 2018, at 11:51 AM, FITZGERALD, MILES <[mf079j@att.com](mailto:mf079j@att.com)> wrote:

Has this been addressed yet? I am fine for a status call anytime Monday after lunch. Would 2:00 est work for everyone?

Thanks,

**Miles Fitzgerald**  
Application Sales Consultant

## **AT&T**

Small Business Solutions  
601 W. Chestnut St  
Louisville, KY 40203  
M: 502.415.5639  
F: 866.628.4922  
[mf079j@att.com](mailto:mf079j@att.com)

[Click for Immediate Assistance](#)

---

**From:** Larry Jarrell [<mailto:Larry.Jarrell@intermedix.com>]  
**Sent:** Thursday, May 17, 2018 9:43 AM  
**To:** BLACK, PAUL E <[pb7183@att.com](mailto:pb7183@att.com)>; Al Appel <[aappel@associatesindermatology.com](mailto:aappel@associatesindermatology.com)>; Drue Best <[dbest@matrixintegration.com](mailto:dbest@matrixintegration.com)>; SPIKNER, STEPHANIE J <[ss2481@att.com](mailto:ss2481@att.com)>; Chris Ball <[cball@matrixintegration.com](mailto:cball@matrixintegration.com)>; POWELL, TAMIKA N <[tp2379@att.com](mailto:tp2379@att.com)>; WOOD, BRADLEY D <[bw6258@att.com](mailto:bw6258@att.com)>; EXCONDE, ROINEL <[re388t@att.com](mailto:re388t@att.com)>; MATHEWS, THOMAS <[tm018x@att.com](mailto:tm018x@att.com)>  
**Cc:** FITZGERALD, MILES <[mf079j@att.com](mailto:mf079j@att.com)>  
**Subject:** RE: Associates In Dermatology, Pllc - SITE New Albany AVPN - 171502086 - SERVICE ACTIVATION FAILED

Let's get a call scheduled.

**Larry Jarrell II**  
IT Manager

intermedix, an R1 Company

Office: (502)290-0153

Phone: (502)599-3007

[larry.jarrell@intermedix.com](mailto:larry.jarrell@intermedix.com) | [www.intermedix.com](http://www.intermedix.com)

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---

**From:** BLACK, PAUL E [<mailto:pb7183@att.com>]

**Sent:** Tuesday, May 15, 2018 10:09 AM

**To:** Al Appel <[aappel@associatesin dermatology.com](mailto:aappel@associatesin dermatology.com)>; Larry Jarrell <[Larry.Jarrell@intermedix.com](mailto:Larry.Jarrell@intermedix.com)>; Drue Best <[dbest@matrixintegration.com](mailto:dbest@matrixintegration.com)>; SPIKNER, STEPHANIE J <[ss2481@att.com](mailto:ss2481@att.com)>; Chris Ball <[cball@matrixintegration.com](mailto:cball@matrixintegration.com)>; POWELL, TAMIKA N <[tp2379@att.com](mailto:tp2379@att.com)>; WOOD, BRADLEY D <[bw6258@att.com](mailto:bw6258@att.com)>; EXCONDE, ROINEL <[re388t@att.com](mailto:re388t@att.com)>; MATHEWS, THOMAS <[tm018x@att.com](mailto:tm018x@att.com)>

**Cc:** FITZGERALD, MILES <[mf079j@att.com](mailto:mf079j@att.com)>

**Subject:** RE: Associates In Dermatology, Pllc - SITE New Albany AVPN - 171502086 - SERVICE ACTIVATION FAILED

Larry and Drue:

What is your availability for the call today? thanks

**Paul Black**

Regional Sales Director – Kentucky/Southern Indiana

**AT&T**

Select Market Business Sales

534 Armory Place

Louisville, KY 40202

M: 502.553.3788

F: 866.398.2530

[pb7183@att.com](mailto:pb7183@att.com)

[Click for Immediate Assistance](#)

---

**From:** Al Appel <[aappel@associatesin dermatology.com](mailto:aappel@associatesin dermatology.com)>

**Sent:** Wednesday, May 09, 2018 10:04 AM

**To:** Larry Jarrell <[Larry.Jarrell@intermedix.com](mailto:Larry.Jarrell@intermedix.com)>; Drue Best <[dbest@matrixintegration.com](mailto:dbest@matrixintegration.com)>; BLACK, PAUL E <[pb7183@att.com](mailto:pb7183@att.com)>; SPIKNER, STEPHANIE J <[ss2481@att.com](mailto:ss2481@att.com)>; Chris Ball <[cball@matrixintegration.com](mailto:cball@matrixintegration.com)>; POWELL, TAMIKA N <[tp2379@att.com](mailto:tp2379@att.com)>; WOOD, BRADLEY D <[bw6258@att.com](mailto:bw6258@att.com)>; EXCONDE, ROINEL <[re388t@att.com](mailto:re388t@att.com)>; MATHEWS, THOMAS <[tm018x@att.com](mailto:tm018x@att.com)>

**Cc:** FITZGERALD, MILES <[mf079j@att.com](mailto:mf079j@att.com)>

**Subject:** RE: Associates In Dermatology, Pllc - SITE New Albany AVPN - 171502086 - SERVICE ACTIVATION FAILED

I am out Friday for 8 days but Larry/Drue can carry my message.

Al

Al Appel  
Chief Administrative Officer  
<image001.jpg>  
3810 Springhurst Blvd, Suite 200  
Louisville, KY 40241  
Tel: 502-583-1749 Ext. 3133  
Fax: 502-329-7599  
Desk: 502-625-2219

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---

**From:** Larry Jarrell <Larry.Jarrell@intermedix.com>  
**Sent:** Wednesday, May 9, 2018 8:13 AM  
**To:** Drue Best <dbest@matrixintegration.com>; 'BLACK, PAUL E' <pb7183@att.com>; Al Appel <aappel@associatesin dermatology.com>; SPIKNER, STEPHANIE J <ss2481@att.com>; Chris Ball <cball@matrixintegration.com>; POWELL, TAMIKA N <tp2379@att.com>; WOOD, BRADLEY D <bw6258@att.com>; EXCONDE, ROINEL <re388t@att.com>; MATHEWS, THOMAS <tm018x@att.com>  
**Cc:** FITZGERALD, MILES <mf079j@att.com>  
**Subject:** RE: Associates In Dermatology, Pllc - SITE New Albany AVPN - 171502086 - SERVICE ACTIVATION FAILED

Monday for me. I am out Thurs and Fri.

**Larry Jarrell II**  
IT Manager  
**Intermedix**

Office: (502)290-0153  
Phone: (502)599-3007  
[larry.jarrell@intermedix.com](mailto:larry.jarrell@intermedix.com) | [www.intermedix.com](http://www.intermedix.com)

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---

**From:** Drue Best [<mailto:dbest@matrixintegration.com>]  
**Sent:** Wednesday, May 09, 2018 8:07 AM  
**To:** 'BLACK, PAUL E' <pb7183@att.com>; Al Appel <aappel@associatesin dermatology.com>; SPIKNER, STEPHANIE J <ss2481@att.com>; Chris Ball <cball@matrixintegration.com>; POWELL, TAMIKA N <tp2379@att.com>; Larry Jarrell <Larry.Jarrell@intermedix.com>; WOOD, BRADLEY D <bw6258@att.com>; EXCONDE, ROINEL <re388t@att.com>; MATHEWS, THOMAS <tm018x@att.com>  
**Cc:** FITZGERALD, MILES <mf079j@att.com>  
**Subject:** RE: Associates In Dermatology, Pllc - SITE New Albany AVPN - 171502086 - SERVICE ACTIVATION FAILED

My availability is as follows:

- Thursday, May 10<sup>th</sup> 10:30am-4pm EST

- Friday, May 11<sup>th</sup> 8am-11am and 1pm-5pm EST
- Monday, May 14<sup>th</sup> 8am-3pm EST

Regards,

**Drue Best**  
Project Manager

Matrix Integration  
812.481.5014 | [dbest@matrixintegration.com](mailto:dbest@matrixintegration.com)

---

**From:** BLACK, PAUL E <[pb7183@att.com](mailto:pb7183@att.com)>  
**Sent:** Tuesday, May 8, 2018 5:32 PM  
**To:** Al Appel <[aappel@associatesin dermatology.com](mailto:aappel@associatesin dermatology.com)>; SPIKNER, STEPHANIE J <[ss2481@att.com](mailto:ss2481@att.com)>; Chris Ball <[cball@matrixintegration.com](mailto:cball@matrixintegration.com)>; POWELL, TAMIKA N <[tp2379@att.com](mailto:tp2379@att.com)>; Larry.Jarrell@intermedix.com; Drue Best <[dbest@matrixintegration.com](mailto:dbest@matrixintegration.com)>; WOOD, BRADLEY D <[bw6258@att.com](mailto:bw6258@att.com)>; EXCONDE, ROINEL <[re388t@att.com](mailto:re388t@att.com)>; MATHEWS, THOMAS <[tm018x@att.com](mailto:tm018x@att.com)>; Drue Best <[dbest@matrixintegration.com](mailto:dbest@matrixintegration.com)>  
**Cc:** FITZGERALD, MILES <[mf079j@att.com](mailto:mf079j@att.com)>  
**Subject:** Re: Associates In Dermatology, Pllc - SITE New Albany AVPN - 171502086 - SERVICE ACTIVATION FAILED

Al please let me know some available times and i will set it up.

Thanks

Paul Black

*Sent from my LG V20, an AT&T 4G LTE smartphone*

----- Original message-----

**From:** Al Appel  
**Date:** Tue, May 8, 2018 9:04 AM  
**To:** SPIKNER, STEPHANIE J;Chris Ball;POWELL, TAMIKA N;Larry.Jarrell@intermedix.com;Drue Best;WOOD, BRADLEY D;BLACK, PAUL E;EXCONDE, ROINEL;MATHEWS, THOMAS;Drue Best;  
**Cc:**  
**Subject:**RE: Associates In Dermatology, Pllc - SITE New Albany AVPN - 171502086 - SERVICE ACTIVATION FAILED

Brad,

We need a conference call with Larry, Paul, Drue and whoever else can help us wrap up this cut over.

This situation has turned into a disaster and anyone at AT&T who has involvement in this should be embarrassed.

Al

Al Appel  
Chief Administrative Officer  
<image001.jpg>  
3810 Springhurst Blvd, Suite 200  
Louisville, KY 40241

Tel: 502-583-1749 Ext. 3133  
 Fax: 502-329-7599  
 Desk: 502-625-2219

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**From:** SPIKNER, STEPHANIE J <ss2481@att.com>  
**Sent:** Monday, May 7, 2018 5:15 PM  
**To:** Chris Ball <cball@matrixintegration.com>; POWELL, TAMIKA N <tp2379@att.com>; Larry.Jarrell@intermedix.com; Al Appel <aappel@associatesindermatology.com>; Drue Best <dbest@matrixintegration.com>; WOOD, BRADLEY D <bw6258@att.com>; BLACK, PAUL E <pb7183@att.com>; EXCONDE, ROINEL <re388t@att.com>; MATHEWS, THOMAS <tm018x@att.com>  
**Subject:** RE: Associates In Dermatology, Pllc - SITE New Albany AVPN - 171502086 - SERVICE ACTIVATION FAILED

Team,

Are we going to move forward with the following 2 sites?  
 The orders are to add BVOIP/Voice to AVPN

Main Search									
Customer Name	Site Name	Address	Order/CSM Number	EFMS Number	USO	GIOM Number	Site Status	OC/IP Manager	OM Name
Associates In Dermatology, Pllc – SOR: 1-64SH4HF (V) – 2 sites	Springhurst	3810 Springhurst Blvd, LOUISVILLE, KY	1-64SH4HF-B0001-0002	VR17060977	32495482	171505100	Pending TTU	Deanna Moore	Stephanie Spikner
Main Search Form Subform									
Customer Name	Site Name	Address	Order/CSM Number	EFMS Number	USO	GIOM Number	Site Status	OC/IP Manager	OM Name
Associates In Dermatology, Pllc – SOR: 1-64SH4HF (V) – 2 sites	New Albany	2241 GREEN VALLEY RD, NEW ALBANY, IN	1-64SH4HF-B0001-0001	VR17060967	32495454	183502829	TTU Scheduled	Deanna Moore	Stephanie Spikner

Stephanie Spikner : Order Specialist Global Ordering

IP Flex over AVPN Team  
 Phone: 404-853-2106 Email: [ss2481@att.com](mailto:ss2481@att.com)

Fax: 281-664-5675

Customer Electronic Order Status Manager: [http://www.corp.att.com/ebcc/portal/portal\\_order.html](http://www.corp.att.com/ebcc/portal/portal_order.html)  
 AT&T Internal Order Status Tool: [IOS](#) & [OSM](#)

AT&T Internal partners please refer to the internal Support Guide in advance of engaging next level support: [Link](#)  
 Next Level Support Contact: Area Manager: Joel Bates (470) 719-7952 Email: [jb5833@att.com](mailto:jb5833@att.com)

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<image002.png>

TEXTING and DRIVING... It Can Wait. Take the pledge today and pass it on.

---

**From:** Chris Ball [<mailto:cball@matrixintegration.com>]

**Sent:** Friday, April 27, 2018 1:05 PM

**To:** POWELL, TAMIKA N <[tp2379@att.com](mailto:tp2379@att.com)>; [Larry.Jarrell@intermedix.com](mailto:Larry.Jarrell@intermedix.com); [aappel@associatesin dermatology.com](mailto:aappel@associatesin dermatology.com); Drue Best <[dbest@matrixintegration.com](mailto:dbest@matrixintegration.com)>; WOOD, BRADLEY D <[bw6258@att.com](mailto:bw6258@att.com)>; BLACK, PAUL E <[pb7183@att.com](mailto:pb7183@att.com)>; EXCONDE, ROINEL <[re388t@att.com](mailto:re388t@att.com)>; SPIKNER, STEPHANIE J <[ss2481@att.com](mailto:ss2481@att.com)>; MATHEWS, THOMAS <[tm018x@att.com](mailto:tm018x@att.com)>

**Cc:** SPIKNER, STEPHANIE J <[ss2481@att.com](mailto:ss2481@att.com)>

**Subject:** RE: Associates In Dermatology, Pllc - SITE New Albany AVPN - 171502086 - SERVICE ACTIVATION FAILED

I asked Brad or maybe Thomas to get an additional 5-10 new DID's for the New Albany location.

*"If I am ever on life support, unplug me...  
Then plug me back in. See if that works"*

**Chris Ball**

Implementation UC Lead Engineer

Matrix Integration

p (502) 242-5316 | e [cball@matrixintegration.com](mailto:cball@matrixintegration.com)

---

**From:** POWELL, TAMIKA N [<mailto:tp2379@att.com>]

**Sent:** Friday, April 27, 2018 12:58 PM

**To:** [Larry.Jarrell@intermedix.com](mailto:Larry.Jarrell@intermedix.com); [aappel@associatesin dermatology.com](mailto:aappel@associatesin dermatology.com); Drue Best <[dbest@matrixintegration.com](mailto:dbest@matrixintegration.com)>; Chris Ball <[cball@matrixintegration.com](mailto:cball@matrixintegration.com)>; WOOD, BRADLEY D <[bw6258@att.com](mailto:bw6258@att.com)>; BLACK, PAUL E <[pb7183@att.com](mailto:pb7183@att.com)>; EXCONDE, ROINEL <[re388t@att.com](mailto:re388t@att.com)>; SPIKNER, STEPHANIE J <[ss2481@att.com](mailto:ss2481@att.com)>; MATHEWS, THOMAS <[tm018x@att.com](mailto:tm018x@att.com)>

**Cc:** SPIKNER, STEPHANIE J <[ss2481@att.com](mailto:ss2481@att.com)>

**Subject:** RE: Associates In Dermatology, Pllc - SITE New Albany AVPN - 171502086 - SERVICE ACTIVATION FAILED

Team,

The ATT records indicate that the below list of phone numbers provided represents all the numbers listed on the account. Would you like to add any additional numbers?

812-948-7858

812-948-1555

812-948-1607

812-948-1617

812-948-1647

812-948-1148

812-948-1149

812-948-5949

812-948-0032

Warm Regards,

**Tamika N.Powell** - EAFLEX/HALO Support

Order Specialist - TTU Chat-Room Manager

**Global Ordering & Managed Services**

5005 Executive Parkway San Ramon CA 94583

Office 925-543-1531 | Skype 925-365-3735 | Email [TP2379@att.com](mailto:TP2379@att.com)

Next Level Support – Area Manger – David Mandarino - 732.844.5223 or [dm5821@att.com](mailto:dm5821@att.com)

AT&T Internal partners please refer to the Internal Support Process & Guide in advance of engaging next level. [LINK](#)

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**From:** POWELL, TAMIKA N

**Sent:** Thursday, April 26, 2018 5:22 PM

**To:** 'Larry.Jarrell@intermedix.com' <[Larry.Jarrell@intermedix.com](mailto:Larry.Jarrell@intermedix.com)>;

'aappel@associatesin dermatology.com' <[aappel@associatesin dermatology.com](mailto:aappel@associatesin dermatology.com)>;

'dbest@matrixintegration.com' <[dbest@matrixintegration.com](mailto:dbest@matrixintegration.com)>; 'cball@matrixintegration.com'

<[cball@matrixintegration.com](mailto:cball@matrixintegration.com)>; WOOD, BRADLEY D <[bw6258@att.com](mailto:bw6258@att.com)>; BLACK, PAUL E

<[pb7183@att.com](mailto:pb7183@att.com)>; EXCONDE, ROINEL <[re388t@att.com](mailto:re388t@att.com)>; SPIKNER, STEPHANIE J <[ss2481@att.com](mailto:ss2481@att.com)>;

MATHEWS, THOMAS <[tm018x@att.com](mailto:tm018x@att.com)>

**Cc:** SPIKNER, STEPHANIE J <[ss2481@att.com](mailto:ss2481@att.com)>

**Subject:** Associates In Dermatology, Pllc - SITE New Albany AVPN - 171502086 - SERVICE ACTIVATION FAILED

Team,

The service activation failed tonight for several reasons.

1. Handoff incorrect- customer has requested PRI- the current handoff is analog
2. Port list not found – customer has requested to port the existing phone numbers.

We need the correct port list, on the call we found this list of numbers but we were not sure if this is a completed list for this site.

812-948-7858

812-948-1555

812-948-1607

812-948-1617

812-948-1647

812-948-1148

812-948-1149

812-948-5949

812-948-0032

In addition, I will try to change the handoff from Analog to PRI, please be advised that this process can take up to 3 days. If the handoff can be corrected.

I will keep all of you up to date on status as it becomes available.

- Warm Regards,  
**Tamika N.Powell** - EAFLEX/HALO Support  
Order Specialist - TTU Chat-Room Manager

### Global Ordering & Managed Services

5005 Executive Parkway San Ramon CA 94583  
Office 925-543-1531 | Skype 925-365-3735 | Email [TP2379@att.com](mailto:TP2379@att.com)

Next Level Support – Area Manger – David Mandarino - 732.844.5223 or [dm5821@att.com](mailto:dm5821@att.com)

AT&T Internal partners please refer to the Internal Support Process & Guide in advance of engaging next level. [LINK](#)

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<image003.png>

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• This communication may contain information that is proprietary, confidential, or exempt from disclosure. If you are not the intended recipient, please note that any other dissemination, distribution, use or copying of this communication is strictly prohibited. Anyone who receives this message in error should notify the sender immediately by telephone or by return e-mail and delete it from his or her computer.

---

**From:** FITZGERALD, MILES <[mf079j@att.com](mailto:mf079j@att.com)>  
**Sent:** Monday, August 10, 2015 3:08 PM  
**To:** aappel <[aappel@associatesin dermatology.com](mailto:aappel@associatesin dermatology.com)>  
**Cc:** BYAM, BERTRAM B <[bb531x@att.com](mailto:bb531x@att.com)>  
**Subject:** Contract

Hey Al,

You should have just received the contract for the new 20MB VPN service. I apologize for the delay but we hit a few hiccups getting approvals for the special pricing. The good news is we were able to get all of the discounts included in this contract and we have the exact price we quoted you. We will get the order for the 50MB internet at your host site started now, and as soon as we have this contract back and countersigned we will get it submitted as well. We want the Fiber to go in first because without that increased speed at your host the MPLS increase won't be efficient. Please let us know if you have any questions.

Thanks,

Miles Fitzgerald | Account Manager  
AT&T Inc.  
*Rethink Possible<sup>SM</sup>*

601 West Chestnut  
Louisville, KY 40202  
Cell 502-415-5639  
Fax 1-866-628-4922  
[mf079j@att.com](mailto:mf079j@att.com)

**From:** FITZGERALD, MILES <mf079j@att.com>  
**Sent:** Wednesday, July 29, 2015 2:30 PM  
**To:** aappel <aappel@associatesin dermatology.com>  
**Cc:** lhf <lhf@associatesin dermatology.com>; BYAM, BERTRAM B <bb531x@att.com>  
**Subject:** Re: Increase in speed

Hey al

Still waiting on the last approval for the pricing but we should hopefully have it by end of week.

Sent from my iPhone

On Jul 29, 2015, at 2:28 PM, Al Appel <aappel@associatesin dermatology.com> wrote:

Hi Miles,

Have you sent the contract?

Thank you,

Al

---

**From:** FITZGERALD, MILES [mailto:mf079j@att.com]  
**Sent:** Friday, July 17, 2015 11:13 AM  
**To:** Al Appel  
**Cc:** Hope Flannery; BYAM, BERTRAM B  
**Subject:** RE: Increase in speed

Hi Al and Hope,

We will go ahead and pull the contract for you to review and sign. Please see below for answers to your questions:

- Speed between NA and Springhurst will increase to 20 meg
- Speed at Springhurst will increase to 50 meg
- There will not be any contract cancellation charges
- This price will not increase after a certain period of time (not an introductory price)

How long will this take and is there any additional equipment that needs to be installed or do you just flip a switch?

Typically this implementation will take between 90-120 days but it could be sooner since we are just doing data. We will have to replace the current routers as they are provisioned for the smaller internet

pipes. Unfortunately we cannot flip a switch when upgrading these services because of the build out required on our end.

Please let me know if you have any other questions and we will get you the contract to review shortly.

Thanks,

Miles Fitzgerald | Account Manager  
AT&T Inc.  
*Rethink Possible<sup>SM</sup>*

601 West Chestnut  
Louisville, KY 40202  
Cell 502-415-5639  
Fax 1-866-628-4922  
[mfo79j@att.com](mailto:mfo79j@att.com)

---

**From:** Al Appel [<mailto:aappel@associatesindermatology.com>]  
**Sent:** Friday, July 17, 2015 10:49 AM  
**To:** FITZGERALD, MILES  
**Cc:** Hope Flannery  
**Subject:** Increase in speed

Good morning Miles,

I just spoke with Dr. Knable and he wants his internet speed increase in his clinic. I told him the price and he approved the increase of \$186.40 per month.

Please tell me if this is correct:

- Speed between NA and Springhurst will increase to 20 meg
- Speed at Springhurst will increase to 50 meg
- There will not be any contract cancellation charges
- This price will not increase after a certain period of time (not an introductory price)

How long will this take and is there any additional equipment that needs to be installed or do you just flip a switch?

Thank you,

Al

*Al Appel*  
**Chief Administrative Officer**  
**Associates in Dermatology, PLLC**  
**3810 Springhurst Blvd., Suite 200**

**Louisville, KY 40241**

**Phone 502-583-1749**

**Fax 502-329-7599**

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**From:** WOOD, BRADLEY D <[bw6258@att.com](mailto:bw6258@att.com)>

**Sent:** Wednesday, April 6, 2016 10:49 PM

**To:** aappel <[aappel@associatesin dermatology.com](mailto:aappel@associatesin dermatology.com)>; 'Bart Meyer' <[bartmeyer@tekconnection.com](mailto:bartmeyer@tekconnection.com)>; BLACK, PAUL E <[pb7183@att.com](mailto:pb7183@att.com)>

**Subject:** RE: AT&T Contract Ready for Your eSignature \*\*Associates in Dermatology\*\*

Al,

Looks like the order for the increase to the 20MB got stuck in limbo and was never assigned to an order manager to process. I am reaching out now to the order manager to get this back on track and will get them to expedite this order. I will follow up with you once I see it moving and let you know next steps and a timeline. I would also like to get out there in the next couple weeks to introduce myself and learn more about your business needs. I will be in touch soon to set that meeting setup, if you need anything in the meantime don't hesitate to reach out to me.

Regards,

Brad

---

**From:** Al Appel [<mailto:aappel@associatesin dermatology.com>]

**Sent:** Wednesday, April 06, 2016 1:51 PM

**To:** 'Bart Meyer' <[bartmeyer@tekconnection.com](mailto:bartmeyer@tekconnection.com)>; BLACK, PAUL E <[pb7183@att.com](mailto:pb7183@att.com)>

**Cc:** WOOD, BRADLEY D <[bw6258@att.com](mailto:bw6258@att.com)>

**Subject:** RE: AT&T Contract Ready for Your eSignature \*\*Associates in Dermatology\*\*

No, I worked with Miles Fitzpatrick on this order.

Al

**From:** Bart Meyer [<mailto:bartmeyer@tekconnection.com>]  
**Sent:** Wednesday, April 06, 2016 1:49 PM  
**To:** BLACK, PAUL E <[pb7183@att.com](mailto:pb7183@att.com)>  
**Cc:** Al Appel <[aappel@associatesindermatology.com](mailto:aappel@associatesindermatology.com)>; WOOD, BRADLEY D <[bw6258@att.com](mailto:bw6258@att.com)>  
**Subject:** Re: AT&T Contract Ready for Your eSignature \*\*Associates in Dermatology\*\*

I'm betting Vicki tudor is still our account manager.

On Wednesday, April 6, 2016, BLACK, PAUL E <[pb7183@att.com](mailto:pb7183@att.com)> wrote:

Al:

Brad Wood is your newly assigned Account Manager that works on my team. He will be happy to assist.

Brad:

Please reach out to Mr. Appel to introduce yourself and dig in to his request.

Thanks!

## **Paul Black**

AT&T Small Business Solutions

Sales Manager

Phone: 502-561-5835

Mobile: 502-553-3788

Fax: 866-398-2530

Email: [pb7183@att.com](mailto:pb7183@att.com)

Click here for information on Wireline & Wireless Support: <https://att.app.box.com/BusinessCustomerCare>

Need help with a personal account? Click here.

[www.att.com/help](http://www.att.com/help)

---

**From:** Al Appel [mailto:[aappel@associatesin dermatology.com](mailto:aappel@associatesin dermatology.com)]

**Sent:** Tuesday, April 05, 2016 4:04 PM

**To:** BLACK, PAUL E <[pb7183@att.com](mailto:pb7183@att.com)>

**Cc:** Bart Meyer <[bartmeyer@tekconnection.com](mailto:bartmeyer@tekconnection.com)>

**Subject:** RE: AT&T Contract Ready for Your eSignature

Hi Paul,

Can you help me?

Al

*Al Appel*

**Chief Administrative Officer**

**Associates in Dermatology, PLLC**

**3810 Springhurst Blvd., Suite 200**

**Louisville, KY 40241**

**Phone 502-583-1749**

**Fax 502-329-7599**

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**From:** HOLDER, GAIL [<mailto:gh6282@att.com>]  
**Sent:** Tuesday, April 05, 2016 3:59 PM  
**To:** Al Appel <[aappel@associatesindermatology.com](mailto:aappel@associatesindermatology.com)>  
**Cc:** Bart Meyer <[bartmeyer@tekconnection.com](mailto:bartmeyer@tekconnection.com)>  
**Subject:** RE: AT&T Contract Ready for Your eSignature

Al,

So sorry, this looks like an AVPN Type order, I only handle BVOIP Voice over IP type orders.

Bertram should be able to assist.

Sincerely,

BERTRAM  
CBS - APPLICATION SALES CONSULTANT S1\*  
AT&T  
502-561-5966  
[bb531x@us.att.com](mailto:bb531x@us.att.com)

Gail Holder

Order Manager Global Ordering EaFlex

Phone: (404) 986-2170

E-mail [gh6282@att.com](mailto:gh6282@att.com)

Customer Self Order Status Website: [OSM](#)

AT&T Internal Order Status Tool: [IOS](#)

Please refer to AT&T Internal Support Guide in advance of engaging next level support: [Link](#)

**Next Level Support Contact: Ayesha Mendez, U.S. Sales, 404-986-2170, [bb531x@us.att.com](mailto:bb531x@us.att.com)**

I promise to deliver an extraordinary customer experience in all customer interactions.

---

**From:** Al Appel [<mailto:aappel@associatesin dermatology.com>]  
**Sent:** Tuesday, April 05, 2016 3:46 PM  
**To:** HOLDER, GAIL <[gh6282@att.com](mailto:gh6282@att.com)>  
**Cc:** Bart Meyer <[bartmeyer@tekconnection.com](mailto:bartmeyer@tekconnection.com)>  
**Subject:** FW: AT&T Contract Ready for Your eSignature

Hi Gail,

Here is the contract I signed in August. Can you help us figure out what the next step is?

Thank you,

Al

---

**From:** [bb531x@us.att.com](mailto:bb531x@us.att.com) [<mailto:bb531x@us.att.com>]  
**Sent:** Monday, August 10, 2015 3:00 PM  
**To:** [aappel@associatesin dermatology.com](mailto:aappel@associatesin dermatology.com)  
**Cc:** [bb531x@us.att.com](mailto:bb531x@us.att.com)  
**Subject:** AT&T Contract Ready for Your eSignature

Dear Al Appel,

The AT&T eSignature process enables you to sign your contracts with your voice on the phone, through the web or via fax.

With eSignature, your electronic signature is equivalent to your hand written signature. Should you elect not to sign your contracts via the phone, web, or fax, please contact me at 502-561-5966. If you are not the authorized person of **ASSOCIATES IN DERMOTODOLOGY** that will ultimately choose to sign or not sign this contract, again, please contact me on 502-561-5966 or at [bb531x@us.att.com](mailto:bb531x@us.att.com).

**Choices:**

**To sign via phone:**

1. Dial 1-866-374-4633 or 1-866-eSigned.
2. When prompted, **enter** or **say** the digits of the **Contract ID(s)** below.

<u>Contract ID</u>	<u>Contract To Sign</u>
4586341	Pricing Schedule

**To sign via web:**

1. To log into eSign, use **esign1103671** as your username.
2. To obtain your password check your email for - Subject: ***Your Login to AT&T eSignature is Enabled.***
3. With your login and password open [this link](#) and follow the instructions.

**To sign via fax:**

1. Print the attached contract documents. (Retain the fax cover sheet as the first page of each attached contract).
2. Sign the contracts as indicated on the Documents.
3. Assemble all contract pages following each fax cover sheet into one package. (Fax cover sheets are used as contract document separators).
4. See the fax cover sheet for fax numbers and additional instructions.

Thank you for using AT&T

Sincerely,

BERTRAM  
CBS - APPLICATION SALES CONSULTANT S1\*  
AT&T  
502-561-5966  
[bb531x@us.att.com](mailto:bb531x@us.att.com)

Disclaimer:

This message and any attachments to it contain PRIVILEGED AND CONFIDENTIAL CLIENT INFORMATION AND/OR CONTRACT DOCUMENTATION exclusively for intended recipients. In addition, any attached contracts may not be altered. Please DO NOT FORWARD OR DISTRIBUTE to anyone else.

**AID**

**3-3**

Responses to AT&T's 1<sup>st</sup> Set of Requests for Information

July 26, 2018



ASSOCIATES IN DERMATOLOGY  
3810 SPRINGHURST BLVD STE 200  
LOUISVILLE KY 40241-6162  
USA

RE: Account Number 1718003774001

Adjustment Number: 921002565271

Dear Customer,

This is to inform you that a debit for the amount of **\$1,032.80** has been processed against your account number, 1718003774001. You will see this charge reflected within one to two bill periods.

BVOIP EARLY TERMINATION FEE 8310007388264

If you have questions, please reference the adjustment number 921002565271 and contact us at 800-358-1111.

If you have not submitted payment for your current invoice, please render the balance in full at this time.

Thank you for choosing AT&T for your communication needs.

**AT&T Worldwide Customer Service**

---

Place orders electronically with eOrder! Benefits include anytime order placement, a location specific inventory, telephone numbers on the network within 48 hours/billing inventory within 7 days. Contact your Sales person to register!



Date: 05/11/2018



ASSOCIATES IN DERMATOLOGY, PLLC  
3810 Springhurst Blvd # 200  
LOUISVILLE KY 40241-6162  
USA

Associates in Dermatology, PLLC  
3810 SPRINGHURST BLVD  
LOUISVILLE KY 40241-1745  
USA

Your Account Number(s)	Account Name	Total Outstanding Plus New Charges	Disputed	Past Due
8310002646967	Associates in Dermatology, PLLC	\$ 9,396.39	\$ --	\$ 9,321.82
<b>Total all Accounts</b>		<b>\$ 9,396.39</b>	<b>\$ --</b>	<b>\$ 9,321.82</b>

Dear AT&T Customer,

Your payment of \$9,321.82 has not been received. Without a payment in full of the past due balance, your access to the AT&T Network may be interrupted for all services billed under the account(s) referenced in the information above. Unless payment is received, AT&T may exercise its right under the contract to suspend or disconnect your service and/or require a security deposit on this or other services and/or refer your account(s) to an outside collections agency.

Late payment interest will be assessed on past due balances. In the case of a dispute, late payment interest will be assessed on any billed amounts determined, by AT&T, as accurate at the time your dispute is resolved. Please remit your payment to:

AT&T  
P.O. Box 5019  
Carol Stream, IL 60197-5019

If payment in full for the amount past due has been mailed, please disregard this letter. Do not hesitate to contact us at 1-800-762-3390 to discuss any questions you may have regarding this matter.

AT&T trusts that you will give this matter your immediate attention.

AT&T Credit and Collections Department  
901 Marquette Ave N, Suite 800  
Minneapolis, MN 55402  
Business Hours: 8:00 AM to 5:00 PM Central Time

Date: 05/11/2018



ASSOCIATES IN DERMATOLOGY, PLLC  
3810 Springhurst Blvd # 200  
LOUISVILLE KY 40241-6162  
USA

Associates in Dermatology, PLLC  
3810 SPRINGHURST BLVD  
LOUISVILLE KY 40241-1745  
USA

Your Account Number(s)	Account Name	Total Outstanding Plus New Charges	Disputed	Past Due
8310002646967	Associates in Dermatology, PLLC	\$ 9,396.39	\$ --	\$ 9,321.82
<b>Total all Accounts</b>		<b>\$ 9,396.39</b>	<b>\$ --</b>	<b>\$ 9,321.82</b>

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P.O. Box 5019  
Carol Stream, IL 60197-5019

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AT&T Credit and Collections Department  
901 Marquette Ave N, Suite 800  
Minneapolis, MN 55402  
Business Hours: 8:00 AM to 5:00 PM Central Time

Date: 05/11/2018



ASSOCIATES IN DERMATOLOGY, PLLC  
3810 Springhurst Blvd # 200  
LOUISVILLE KY 40241-6162  
USA

Associates in Dermatology, PLLC  
3810 SPRINGHURST BLVD  
LOUISVILLE KY 40241-1745  
USA

Your Account Number(s)	Account Name	Total Outstanding Plus New Charges	Disputed	Past Due
8310002646967	Associates in Dermatology, PLLC	\$ 9,396.39	\$ --	\$ 9,321.82
<b>Total all Accounts</b>		<b>\$ 9,396.39</b>	<b>\$ --</b>	<b>\$ 9,321.82</b>

Dear AT&T Customer,

Your payment of \$9,321.82 has not been received. Without a payment in full of the past due balance, your access to the AT&T Network may be interrupted for all services billed under the account(s) referenced in the information above. Unless payment is received, AT&T may exercise its right under the contract to suspend or disconnect your service and/or require a security deposit on this or other services and/or refer your account(s) to an outside collections agency.

Late payment interest will be assessed on past due balances. In the case of a dispute, late payment interest will be assessed on any billed amounts determined, by AT&T, as accurate at the time your dispute is resolved. Please remit your payment to:

AT&T  
P.O. Box 5019  
Carol Stream, IL 60197-5019

If payment in full for the amount past due has been mailed, please disregard this letter. Do not hesitate to contact us at 1-800-762-3390 to discuss any questions you may have regarding this matter.

AT&T trusts that you will give this matter your immediate attention.

AT&T Credit and Collections Department  
901 Marquette Ave N, Suite 800  
Minneapolis, MN 55402  
Business Hours: 8:00 AM to 5:00 PM Central Time

Date: 07/10/2018



ASSOCIATES IN DERMATOLOGY, PLLC  
3810 Springhurst Blvd # 200  
LOUISVILLE KY 40241-6162  
USA

Al Aappel  
3810 SPRINGHURST BLVD STE 200  
LOUISVILLE KY 40241-6162  
USA

Your Account Number(s)	Account Name	Total Outstanding Plus New Charges	Disputed	Past Due
8310005538323	Al Aappel	\$ 150.60	\$ --	\$ 99.90
<b>Total all Accounts</b>		<b>\$ 150.60</b>	<b>\$ --</b>	<b>\$ 99.90</b>

Dear AT&T Customer,

Your payment of \$99.90 has not been received. Without a payment in full of the past due balance, your access to the AT&T Network may be interrupted for all services billed under the account(s) referenced in the information above. Unless payment is received, AT&T may exercise its right under the contract to suspend or disconnect your service and/or require a security deposit on this or other services and/or refer your account(s) to an outside collections agency.

Late payment interest will be assessed on past due balances. In the case of a dispute, late payment interest will be assessed on any billed amounts determined, by AT&T, as accurate at the time your dispute is resolved. Please remit your payment to:

**AT&T**  
**P.O. Box 5019**  
**Carol Stream, IL 60197-5019**

If payment in full for the amount past due has been mailed, please disregard this letter. Do not hesitate to contact us at 1-800-762-3390 to discuss any questions you may have regarding this matter.

AT&T trusts that you will give this matter your immediate attention.

AT&T Credit and Collections Department  
901 Marquette Ave N, Suite 800  
Minneapolis, MN 55402  
Business Hours: 8:00 AM to 5:00 PM Central Time

Date: 07/23/2018



ASSOCIATES IN DERMATOLOGY, PLLC  
3810 Springhurst Blvd # 200  
LOUISVILLE KY 40241-6162  
USA

Al Aappel  
3810 SPRINGHURST BLVD STE 200  
LOUISVILLE KY 40241-6162  
USA

Your Account Number(s)	Account Name	Total Outstanding Plus New Charges	Disputed	Past Due
8310005538323	Al Aappel	\$ 150.60	\$ --	\$ 99.90
<b>Total all Accounts</b>		<b>\$ 150.60</b>	<b>\$ --</b>	<b>\$ 99.90</b>

Dear AT&T Customer,

As of 07/23/2018, our records indicate you have a past due amount as shown in the account information table above. At the time of this letter your past due balance was \$99.90. Please submit payment for your past due balance immediately.

This letter shall serve as AT&T's formal notice of termination under the terms of AT&T's contract with you or the AT&T Service Guide and/or tariff, as applicable. If payment of \$99.90 is not received by 08/06/2018, AT&T may exercise its right to suspend, disconnect and/or refer to an outside agency any or all services billed under the account(s) referenced in the information above.

When an account is subject to disconnection, service is first suspended, followed by complete disconnection 7-10 business days later, which may result in the loss of your telephone numbers and/or circuits. If the date of service suspension on this letter falls on a Friday, Saturday, Sunday, holiday, or any other day in which the law prohibits such action, suspension of service may begin as early as the next business day. Restoring services after suspension will require payment of all past due charges and may incur a restoral fee, which will be charged to your account. Restoring services after disconnection will require the payment of all previous past due charges, may require a security deposit equal to two months of billing, and charges and wait times to establish new services will apply, pursuant to the AT&T Service Guide and/or tariff. If applicable, you may be required to return equipment associated with your service and be charged a fee if the equipment is not returned. If you have a Convergent billing agreement, any or all services on your Convergent bill could be impacted, which could result in deactivation, restriction and/or disconnection, of some or all services, and potentially cause certain services to revert to individual billing.

You may qualify to pay your bill in installments and avoid service suspension and/or disconnections, but you must contact us by the last day to pay listed above and ask for a delayed payment agreement.

Late payment interest charges are assessed on all past due balances to the extent permitted by

July 26, 2018

7-31-18



ASSOCIATES IN DERMATOLOGY  
3810 SPRINGHURST BLVD STE 200  
LOUISVILLE KY 40241-6162  
USA

RE: Account Number 1718003774001

Adjustment Number: 921002565271

Dear Customer,

This is to inform you that a debit for the amount of **\$1,032.80** has been processed against your account number, 1718003774001. You will see this charge reflected within one to two bill periods.

**BVOIP EARLY TERMINATION FEE 8310007388264**

If you have questions, please reference the adjustment number 921002565271 and contact us at **800-358-1111**.

If you have not submitted payment for your current invoice, please render the balance in full at this time.

Thank you for choosing AT&T for your communication needs.

**AT&T Worldwide Customer Service**

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Place orders electronically with eOrder! Benefits include anytime order placement, a location specific inventory, telephone numbers on the network within 48 hours/billing inventory within 7 days. Contact your Sales person to register!

FS27-MP00-Z001

1 of 1

Date: 06/28/2019



ASSOCIATES IN DERMATOLOGY, PLLC  
3810 Springhurst Blvd # 200  
LOUISVILLE KY 40241-6162  
USA

ASSOCIATES IN DERMATOLOGY  
PLLC  
3810 SPRINGHURST BLVD  
LOUISVILLE KY 40241  
USA

Your Account Number(s)	Account Name	Total Outstanding Plus New Charges	Disputed	Past Due
1717963198076	ASSOCIATES IN DERMATOLOGY	\$ 750.72	\$ --	\$ --
1717953422001	ASSOCIATES IN DERMOTOLOGY	\$ --	\$ --	\$ --
80025747710	ASSOCIATES IN DERMATOLOGY	\$ --	\$ --	\$ --
80028009654	ASSOCIATES IN DERMATOLOGY PLLC	\$ --	\$ --	\$ --
1718003774001	ASSOCIATES IN DERMATOLOGY	\$ 11,445.29	\$ --	\$ 1,260.31
<b>Total all Accounts</b>		<b>\$ 12,196.01</b>	<b>\$ --</b>	<b>\$ 1,260.31</b>

Dear AT&T Customer,

As of 06/28/2019, our records indicate you have a past due amount as shown in the account information table above. At the time of this letter your past due balance was \$1,260.31. Please submit payment for your past due balance immediately.

This letter shall serve as AT&T's formal notice of termination under the terms of AT&T's contract with you or the AT&T Service Guide and/or tariff, as applicable. If payment of \$1,260.31 is not received by 07/09/2019, AT&T may exercise its right to suspend, disconnect and/or refer to an outside agency any or all services billed under the account(s) referenced in the information above.

When an account is subject to disconnection, service is first suspended, followed by complete disconnection 7-10 business days later, which may result in the loss of your telephone numbers and/or circuits. If the date of service suspension on this letter falls on a Friday, Saturday, Sunday, holiday, or any other day in which the law prohibits such action, suspension of service may begin as early as the next business day. Restoring services after suspension will require payment of all past due charges and may incur a restoral fee, which will be charged to your account. Restoring services after disconnection will require the payment of all previous past due charges, may require a security deposit equal to two months of billing, and charges and wait times to establish new services will apply, pursuant to the AT&T Service Guide and/or tariff. If applicable, you may be required to

Date: 06/28/2019



ASSOCIATES IN DERMATOLOGY, PLLC  
3810 Springhurst Blvd # 200  
LOUISVILLE KY 40241-6162  
USA

ASSOCIATES IN DERMATOLOGY  
3810 SPRINGHURST BLVD STE 200  
LOUISVILLE KY 40241  
USA

Your Account Number(s)	Account Name	Total Outstanding Plus New Charges	Disputed	Past Due
1717963198076	ASSOCIATES IN DERMATOLOGY	\$ 750.72	\$ --	\$ --
1717953422001	ASSOCIATES IN DERMOTOLOGY	\$ --	\$ --	\$ --
80025747710	ASSOCIATES IN DERMATOLOGY	\$ --	\$ --	\$ --
80028009654	ASSOCIATES IN DERMATOLOGY PLLC	\$ --	\$ --	\$ --
1718003774001	ASSOCIATES IN DERMATOLOGY	\$ 11,445.29	\$ --	\$ 1,260.31
<b>Total all Accounts</b>		<b>\$ 12,196.01</b>	<b>\$ --</b>	<b>\$ 1,260.31</b>

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AT&T  
901 Marquette Ave S, Suite 800  
Minneapolis, MN 55402

December 4, 2018

ATTN: ACCOUNTS PAYABLE

Associates in Dermatology, PLL  
3810 SPRINGHURST BLVD STE 200  
LOUISVILLE KY 40241-6162

Account: 8310002646967      Service: MIS

Dear AT&T Customer:

As of December 4, 2018, our records show a credit balance, on the above referenced account, in the amount of \$11,487.52. AT&T would like to work with you to resolve this credit balance by applying it to outstanding balances on your other AT&T accounts or future invoices on this account. Please contact us at 1 800 762-3390 during normal business hours to discuss the application of your credit balance.

Failure to contact us by the date indicated above may result in the credit balance being transferred to your other AT&T accounts without your direction.

Thank you for your cooperation.

Sincerely,

AT&T Business Credit and Collection Center

Date: 06/28/2019



ASSOCIATES IN DERMATOLOGY, PLLC  
3810 Springhurst Blvd # 200  
LOUISVILLE KY 40241-6162  
USA

ASSOCIATES IN DERMATOLOGY  
3810 SPRINGHURST BLVD STE 200  
LOUISVILLE KY 40241-6162  
USA

Your Account Number(s)	Account Name	Total Outstanding Plus New Charges	Disputed	Past Due
1717963198076	ASSOCIATES IN DERMATOLOGY	\$ 750.72	\$ --	\$ --
1717953422001	ASSOCIATES IN DERMOTOLOGY	\$ --	\$ --	\$ --
80025747710	ASSOCIATES IN DERMATOLOGY	\$ --	\$ --	\$ --
80028009654	ASSOCIATES IN DERMATOLOGY PLLC	\$ --	\$ --	\$ --
1718003774001	ASSOCIATES IN DERMATOLOGY	\$ 11,445.29	\$ --	\$ 1,260.31
<b>Total all Accounts</b>		<b>\$ 12,196.01</b>	<b>\$ --</b>	<b>\$ 1,260.31</b>

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Date: 06/10/2019



ASSOCIATES IN DERMATOLOGY, PLLC  
3810 SPRINGHURST BLVD STE 200  
LOUISVILLE KY 40241-6162  
USA

Your Account Number(s)	Account Name	Action Taken
1718003774001	ASSOCIATES IN DERMATOLOGY	Email Address Updated

Dear AT&T Customer:

This correspondence is to notify you of a request received by AT&T on 06/07/2019 to make the updates to your account(s) listed above.

If this account change is appropriate, there is no action required on your part. If you did not authorize this change, please refer to the account number(s) shown above and contact us immediately at 1-800-762-3390.

Thank you for choosing AT&T for your communication needs.

AT&T Credit and Collections Department  
901 Marquette Ave N, Suite 800  
Minneapolis, MN 55402  
Business Hours: 8:00 AM to 5:00 PM Central Time

Date: 05/11/2018



5-21-18 P1

ASSOCIATES IN DERMATOLOGY, PLLC  
3810 Springhurst Blvd # 200  
LOUISVILLE KY 40241-6162  
USA

Associates in Dermatology, PLLC  
3810 SPRINGHURST BLVD  
LOUISVILLE KY 40241-1745  
USA

Your Account Number(s)	Account Name	Total Outstanding Plus New Charges	Disputed	Past Due
8310002646967	Associates in Dermatology, PLLC	\$ 9,396.39	\$ --	\$ 9,321.82
<b>Total all Accounts</b>		<b>\$ 9,396.39</b>	<b>\$ --</b>	<b>\$ 9,321.82</b>

Dear AT&T Customer,

Your payment of \$9,321.82 has not been received. Without a payment in full of the past due balance, your access to the AT&T Network may be interrupted for all services billed under the account(s) referenced in the information above. Unless payment is received, AT&T may exercise its right under the contract to suspend or disconnect your service and/or require a security deposit on this or other services and/or refer your account(s) to an outside collections agency.

Late payment interest will be assessed on past due balances. In the case of a dispute, late payment interest will be assessed on any billed amounts determined, by AT&T, as accurate at the time your dispute is resolved. Please remit your payment to:

AT&T  
P.O. Box 5019  
Carol Stream, IL 60197-5019

If payment in full for the amount past due has been mailed, please disregard this letter. Do not hesitate to contact us at 1-800-762-3390 to discuss any questions you may have regarding this matter.

AT&T trusts that you will give this matter your immediate attention.

AT&T Credit and Collections Department  
901 Marquette Ave N, Suite 800  
Minneapolis, MN 55402  
Business Hours: 8:00 AM to 5:00 PM Central Time

Date: 06/28/2019



ASSOCIATES IN DERMATOLOGY, PLLC  
3810 Springhurst Blvd # 200  
LOUISVILLE KY 40241-6162  
USA

ASSOCIATES IN DERMATOLOGY  
3810 SPRINGHURST BLVD  
LOUISVILLE KY 40241  
USA

Your Account Number(s)	Account Name	Total Outstanding Plus New Charges	Disputed	Past Due
1717963198076	ASSOCIATES IN DERMATOLOGY	\$ 750.72	\$ --	\$ --
1717953422001	ASSOCIATES IN DERMOTOTOLOGY	\$ --	\$ --	\$ --
80025747710	ASSOCIATES IN DERMATOLOGY	\$ --	\$ --	\$ --
80028009654	ASSOCIATES IN DERMATOLOGY PLLC	\$ --	\$ --	\$ --
1718003774001	ASSOCIATES IN DERMATOLOGY	\$ 11,445.29	\$ --	\$ 1,260.31
<b>Total all Accounts</b>		<b>\$ 12,196.01</b>	<b>\$ --</b>	<b>\$ 1,260.31</b>

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Date: 06/28/2019



return equipment associated with your service and be charged a fee if the equipment is not returned. If you have a Convergent billing agreement, any or all services on your Convergent bill could be impacted, which could result in deactivation, restriction and/or disconnection, of some or all services, and potentially cause certain services to revert to individual billing.

You may qualify to pay your bill in installments and avoid service suspension and/or disconnections, but you must contact us by the last day to pay listed above and ask for a delayed payment agreement.

Late payment interest charges are assessed on all past due balances to the extent permitted by applicable law. In the case of a dispute, late payment interest will be assessed on any billed amounts determined, by AT&T, as accurate at the time your dispute is resolved. To avoid service disconnection, payments made must be remitted immediately by overnight mail and be received at least two business days prior to the date listed above, to:

AT&T Wholesale ROC  
Attn: CFM Processing  
4513 Western Avenue  
Lisle, IL 60532

Payments to an unauthorized payment agent may result in untimely posting or lost payments. If payment in full for the amount past due has been mailed, please disregard this letter.

Please direct any inquiries, including inquiries regarding your charges, dispute information, and requests for amortization of charges, to 1-800-762-3390 during our business hours, or via mail to our address below.

If services are regulated in your state and if your questions are not resolved after you have contacted AT&T, you may contact your state's Public Utility Commission at the address or telephone number listed below.

**YOUR RIGHTS:** In some states, your local service cannot be disconnected for nonpayment of nonregulated charges. Please call the number above to advise if your unpaid balance is for nonregulated charges only, or if you would like a list of services and/or telephone numbers impacted by this notice.

AT&T trusts that you will give this matter your immediate attention.

AT&T Credit and Collections Department  
901 Marquette Ave N, Suite 800  
Minneapolis, MN 55402  
Business Hours: 8:00 AM to 5:00 PM Central Time

**CONSUMER ASSISTANCE AND PUBLIC UTILITIES COMMISSION CONTACTS**

STATE	TELEPHONE	ADDRESS
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STATE	TELEPHONE	ADDRESS
NY	800-342-3377	Three Empire State Plaza, Albany, 12223-1350
OH	800-686-7826	180 E. Broad St, Columbus, 43215
OK	405-521-2211	PO Box 52000, Oklahoma City, 73152-2000
OR	800-522-2404	P.O. Box 2148, Salem 97308
PA	800-692-7380	PO Box 3265, Harrisburg, 17105-3265
RI	401-941-4500	89 Jefferson, Warwick, 02888
SC		Business telecommunications services are not regulated in South Carolina
SD	605-773-3201	500 E. Capitol Ave., Pierre, 57501-5070
TN	800-342-8359	460 James Robertson Pkwy, Nashville, 37243-0505
TX	888-782-8477	PO Box 13326, Austin, 78711-3326
UT	800-874-0904	PO Box 146751, Salt Lake City, 84114-6751
VA	800-552-7945	PO Box 1197, Richmond, 23218
VT	802-828-2811	112 State St, Drawer 20, Montpelier, 05620
WA	800-562-6150	PO Box 47250, Olympia, 98504-7250
WI	800-225-7729	PO Box 78541, Madison, 53707-7854
WV	800-642-8544	201 Brooks St, PO Box 812, Charleston, 25323
WY	307-777-7427	2515 Warren Ave, Suite 300, Cheyenne, 82002





STATE	TELEPHONE	ADDRESS
AK	800-390-2782	701 W. 8th Ave. St. 300, Anchorage, 99501
AL	800-392-8050	PO Box 304260, Montgomery, 36130
AR	800-432-1164	PO Box 400, Little Rock, 72203-0400
AZ	800-222-7000	1200 W. Washington St., Phoenix, 85007-2996
CA	800-649-7570	505 Van Ness Ave., San Francisco, 94102-3298
CO	800-456-0858	1580 Logan St. OL2, Denver, 80203
CT	800-382-4586	10 Franklin Square, New Britain, 06051
DC	202-626-5120	1333 H St NW, Rm 600 E Tower, Washington DC, 20005
DE	800-282-8574	861 Silver Lake, Cannon Bldg Ste 100, Dover, 19904
FL	800-342-3552	2540 Shumard Oak Blvd, Tallahassee, 32399-0850
GA	800-282-5813	244 Washington St SW, Atlanta, 30334-9052
HI	808-586-2020	465 S. King St #103, Honolulu, 96813
IA	877-565-4450	350 Maple St, Des Moines, 50319
ID	208-334-0300	PO Box 83720, Boise, 83720-0074
IL	217-782-7295	527 E. Capitol Ave, Springfield, 62701
IN	317-232-2712	101 W. Washington St, Suite 1500 E, Indianapolis, 46204
KS	800-662-0027	1500 SW Arrowhead Rd, Topeka, 66604-4027
KY	502-564-3740	PO Box 615, Frankfort, 40602-0615
LA	225-342-4404	602 North 5th St, 12th Floor, Baton Rouge, 70802
MA	800-392-6066	1000 Washington St. Suite 820, Boston, 02118-6500
MD	800-492-0474	6 St. Paul St., 16th Floor, Baltimore, 21202
ME	800-452-4699	242 State St. 18 State House Station, Augusta 04333-0018
MI	800-292-9555	PO Box 30221, Lansing, 48909
MN	800-657-3782	121 7th Place East, Suite 350, St. Paul, 55101-2147
MO	800-392-4211	PO Box 360, Jefferson City, 65102-0360
MS	800-356-6430	500 N. West St, Jackson, 39201
MT	800-646-6150	PO Box 202601, Helena, 59620-2601
NC	919-733-9277	4325 Mail Svc Center, Raleigh, 27699-4325
ND	701-328-2400	600 E. Blvd Dept 408, Bismark, 58505-0480
NE	800-526-0017	1200 N. Street Suite 300, Lincoln, 68508
NH	800-852-3793	21 S. Fruit St Suite 10, Concord, 03301-2429
NJ	800-624-0241	2 Gateway Center, Suite 801, Newark, 07102
NM	888-427-5792	PO Box 1269, Santa Fe, 87504-1269
NV	800-992-0900	1150 E. William St., Carson City, 89701

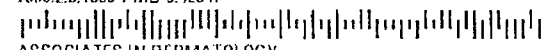


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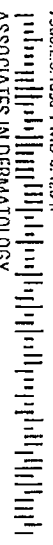
MAILING LABEL

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ASSOCIATES IN DERMATOLOGY  
3810 SPRINGHURST BLVD  
LOUISVILLE KY 40241-6162

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ASSOCIATES IN DERMATOLOGY  
3810 SPRINGHURST BLVD  
LOUISVILLE KY 40241-6162

Date: 06/28/2019



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3810 Springhurst Blvd # 200  
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USA

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LOUISVILLE KY 40241  
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AT&T Credit and Collections Department  
901 Marquette Ave N, Suite 800  
Minneapolis, MN 55402  
Business Hours: 8:00 AM to 5:00 PM Central Time

**CONSUMER ASSISTANCE AND PUBLIC UTILITIES COMMISSION CONTACTS**

STATE	TELEPHONE	ADDRESS
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STATE	TELEPHONE	ADDRESS
AK	800 390-2782	701 W. 8th Ave. St. 300, Anchorage, 99501
AL	800-392-8050	PO Box 304260, Montgomery, 36130
AR	800-432-1164	PO Box 400, Little Rock, 72203-0400
AZ	800-222-7000	1200 W. Washington St., Phoenix, 85007-2996
CA	800-649-7570	505 Van Ness Ave., San Francisco, 94102-3298
CO	800-456-0858	1580 Logan St. OL2, Denver, 80203
CT	800-382-4586	10 Franklin Square, New Britain, 06051
DC	202-626-5120	1333 H St NW, Rm 600 E Tower, Washington DC, 20005
DE	800-282-8574	861 Silver Lake, Cannon Bldg Ste 100, Dover, 19904
FL	800-342-3552	2540 Shumard Oak Blvd, Tallahassee, 32399-0850
GA	800-282-5813	244 Washington St SW, Atlanta, 30334-9052
HI	808-586-2020	465 S. King St #103, Honolulu, 96813
IA	877-565-4450	350 Maple St, Des Moines, 50319
ID	208-334-0300	PO Box 83720, Boise, 83720-0074
IL	217-782-7295	527 E. Capitol Ave, Springfield, 62701
IN	317-232-2712	101 W. Washington St, Suite 1500 E, Indianapolis, 46204
KS	800-662-0027	1500 SW Arrowhead Rd, Topeka, 66604-4027
KY	502-564-3740	PO Box 615, Frankfort, 40602-0615
LA	225-342-4404	602 North 5th St, 12th Floor, Baton Rouge, 70802
MA	800-392-6066	1000 Washington St. Suite 820, Boston, 02118-6500
MD	800-492-0474	6 St. Paul St., 16th Floor, Baltimore, 21202
ME	800-452-4699	242 State St. 18 State House Station, Augusta 04333-0018
MI	800-292-9555	PO Box 30221, Lansing, 48909
MN	800-657-3782	121 7th Place East, Suite 350, St. Paul, 55101-2147
MO	800-392-4211	PO Box 360, Jefferson City, 65102-0360
MS	800-356-6430	500 N. West St, Jackson, 39201
MT	800-646-6150	PO Box 202601, Helena, 59620-2601
NC	919-733-9277	4325 Mail Svc Center, Raleigh, 27699-4325
ND	701-328-2400	600 E. Blvd Dept 408, Bismark, 58505-0480
NE	800-526-0017	1200 N. Street Suite 300, Lincoln, 68508
NH	800-852-3793	21 S. Fruit St Suite 10, Concord, 03301-2429
NJ	800-624-0241	2 Gateway Center, Suite 801, Newark, 07102
NM	888-427-5792	PO Box 1269, Santa Fe, 87504-1269
NV	800-992-0900	1150 E. William St., Carson City, 89701



STATE	TELEPHONE	ADDRESS
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OH	800-686-7826	180 E. Broad St, Columbus, 43215
OK	405-521-2211	PO Box 52000, Oklahoma City, 73152-2000
OR	800-522-2404	P.O. Box 2148, Salem 97308
PA	800-692-7380	PO Box 3265, Harrisburg, 17105-3265
RI	401-941-4500	89 Jefferson, Warwick, 02888
SC		Business telecommunications services are not regulated in South Carolina
SD	605-773-3201	500 E. Capitol Ave., Pierre, 57501-5070
TN	800-342-8359	460 James Robertson Pkwy, Nashville, 37243-0505
TX	888-782-8477	PO Box 13326, Austin, 78711-3326
UT	800-874-0904	PO Box 146751, Salt Lake City, 84114-6751
VA	800-552-7945	PO Box 1197, Richmond, 23218
VT	802-828-2811	112 State St, Drawer 20, Montpelier, 05620
WA	800-562-6150	PO Box 47250, Olympia, 98504-7250
WI	800-225-7729	PO Box 78541, Madison, 53707-7854
WV	800-642-8544	201 Brooks St, PO Box 812, Charleston, 25323
WY	307-777-7427	2515 Warren Ave, Suite 300, Cheyenne, 82002



MAILING LABEL

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|||  
ASSOCIATES IN DERMATOLOGY  
3810 SPRINGHURST BLVD STE 200  
LOUISVILLE KY 40241-6162

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ASSOCIATES IN DERMATOLOGY  
3810 SPRINGHURST BLVD STE 200  
LOUISVILLE KY 40241-6162

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Date: 06/28/2019



ASSOCIATES IN DERMATOLOGY, PLLC  
3810 Springhurst Blvd # 200  
LOUISVILLE KY 40241-6162  
USA

ASSOCIATES IN DERMATOLOGY  
3810 SPRINGHURST BLVD STE 200  
LOUISVILLE KY 40241-6162  
USA

Your Account Number(s)	Account Name	Total Outstanding Plus New Charges	Disputed	Past Due
1717963198076	ASSOCIATES IN DERMATOLOGY	\$ 750.72	\$ --	\$ --
1717953422001	ASSOCIATES IN DERMOTOLGY	\$ --	\$ --	\$ --
80025747710	ASSOCIATES IN DERMATOLOGY	\$ --	\$ --	\$ --
80028009654	ASSOCIATES IN DERMATOLOGY PLLC	\$ --	\$ --	\$ --
1718003774001	ASSOCIATES IN DERMATOLOGY	\$ 11,445.29	\$ --	\$ 1,260.31
<b>Total all Accounts</b>		<b>\$ 12,196.01</b>	<b>\$ --</b>	<b>\$ 1,260.31</b>

Dear AT&T Customer,

As of **06/28/2019**, our records indicate you have a past due amount as shown in the account information table above. At the time of this letter your past due balance was **\$1,260.31**. Please submit payment for your past due balance immediately.

This letter shall serve as AT&T's formal notice of termination under the terms of AT&T's contract with you or the AT&T Service Guide and/or tariff, as applicable. If payment of **\$1,260.31** is not received by **07/09/2019**, AT&T may exercise its right to suspend, disconnect and/or refer to an outside agency any or all services billed under the account(s) referenced in the information above.

When an account is subject to disconnection, service is first suspended, followed by complete disconnection 7-10 business days later, which may result in the loss of your telephone numbers and/or circuits. If the date of service suspension on this letter falls on a Friday, Saturday, Sunday, holiday, or any other day in which the law prohibits such action, suspension of service may begin as early as the next business day. Restoring services after suspension will require payment of all past due charges and may incur a restoral fee, which will be charged to your account. Restoring services after disconnection will require the payment of all previous past due charges, may require a security deposit equal to two months of billing, and charges and wait times to establish new services will apply, pursuant to the AT&T Service Guide and/or tariff. If applicable, you may be required to

Date: 06/28/2019



return equipment associated with your service and be charged a fee if the equipment is not returned. If you have a Convergent billing agreement, any or all services on your Convergent bill could be impacted, which could result in deactivation, restriction and/or disconnection, of some or all services, and potentially cause certain services to revert to individual billing.

You may qualify to pay your bill in installments and avoid service suspension and/or disconnections, but you must contact us by the last day to pay listed above and ask for a delayed payment agreement.

Late payment interest charges are assessed on all past due balances to the extent permitted by applicable law. In the case of a dispute, late payment interest will be assessed on any billed amounts determined, by AT&T, as accurate at the time your dispute is resolved. To avoid service disconnection, payments made must be remitted immediately by overnight mail and be received at least two business days prior to the date listed above, to:

AT&T Wholesale ROC  
Attn: CFM Processing  
4513 Western Avenue  
Lisle, IL 60532

Payments to an unauthorized payment agent may result in untimely posting or lost payments. If payment in full for the amount past due has been mailed, please disregard this letter.

Please direct any inquiries, including inquiries regarding your charges, dispute information, and requests for amortization of charges, to 1-800-762-3390 during our business hours, or via mail to our address below.

If services are regulated in your state and if your questions are not resolved after you have contacted AT&T, you may contact your state's Public Utility Commission at the address or telephone number listed below.

**YOUR RIGHTS:** In some states, your local service cannot be disconnected for nonpayment of nonregulated charges. Please call the number above to advise if your unpaid balance is for nonregulated charges only, or if you would like a list of services and/or telephone numbers impacted by this notice.

AT&T trusts that you will give this matter your immediate attention.

AT&T Credit and Collections Department  
901 Marquette Ave N, Suite 800  
Minneapolis, MN 55402  
Business Hours: 8:00 AM to 5:00 PM Central Time

**CONSUMER ASSISTANCE AND PUBLIC UTILITIES COMMISSION CONTACTS**

STATE	TELEPHONE	ADDRESS
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STATE	TELEPHONE	ADDRESS
AK	800 390-2782	701 W. 8th Ave. St. 300, Anchorage, 99501
AL	800-392-8050	PO Box 304260, Montgomery, 36130
AR	800-432-1164	PO Box 400, Little Rock, 72203-0400
AZ	800-222-7000	1200 W. Washington St., Phoenix, 85007-2996
CA	800-649-7570	505 Van Ness Ave., San Francisco, 94102-3298
CO	800-456-0858	1580 Logan St. OL2, Denver, 80203
CT	800-382-4586	10 Franklin Square, New Britain, 06051
DC	202-626-5120	1333 H St NW, Rm 600 E Tower, Washington DC, 20005
DE	800-282-8574	861 Silver Lake, Cannon Bldg Ste 100, Dover, 19904
FL	800-342-3552	2540 Shumard Oak Blvd, Tallahassee, 32399-0850
GA	800-282-5813	244 Washington St SW, Atlanta, 30334-9052
HI	808-586-2020	465 S. King St #103, Honolulu, 96813
IA	877-565-4450	350 Maple St, Des Moines, 50319
ID	208-334-0300	PO Box 83720, Boise, 83720-0074
IL	217-782-7295	527 E. Capitol Ave, Springfield, 62701
IN	317-232-2712	101 W. Washington St, Suite 1500 E, Indianapolis, 46204
KS	800-662-0027	1500 SW Arrowhead Rd, Topeka, 66604-4027
KY	502-564-3740	PO Box 615, Frankfort, 40602-0615
LA	225-342-4404	602 North 5th St, 12th Floor, Baton Rouge, 70802
MA	800-392-6066	1000 Washington St. Suite 820, Boston, 02118-6500
MD	800-492-0474	6 St. Paul St., 16th Floor, Baltimore, 21202
ME	800-452-4699	242 State St. 18 State House Station, Augusta 04333-0018
MI	800-292-9555	PO Box 30221, Lansing, 48909
MN	800-657-3782	121 7th Place East, Suite 350, St. Paul, 55101-2147
MO	800-392-4211	PO Box 360, Jefferson City, 65102-0360
MS	800-356-6430	500 N. West St, Jackson, 39201
MT	800-646-6150	PO Box 202601, Helena, 59620-2601
NC	919-733-9277	4325 Mail Svc Center, Raleigh, 27699-4325
ND	701-328-2400	600 E. Blvd Dept 408, Bismark, 58505-0480
NE	800-526-0017	1200 N. Street Suite 300, Lincoln, 68508
NH	800-852-3793	21 S. Fruit St Suite 10, Concord, 03301-2429
NJ	800-624-0241	2 Gateway Center, Suite 801, Newark, 07102
NM	888-427-5792	PO Box 1269, Santa Fe, 87504-1269
NV	800-992-0900	1150 E. William St., Carson City, 89701



STATE	TELEPHONE	ADDRESS
NY	800-342-3377	Three Empire State Plaza, Albany, 12223-1350
OH	800-686-7826	180 E. Broad St, Columbus, 43215
OK	405-521-2211	PO Box 52000, Oklahoma City, 73152-2000
OR	800-522-2404	P.O. Box 2148, Salem 97308
PA	800-692-7380	PO Box 3265, Harrisburg, 17105-3265
RI	401-941-4500	89 Jefferson, Warwick, 02888
SC		Business telecommunications services are not regulated in South Carolina
SD	605-773-3201	500 E. Capitol Ave., Pierre, 57501-5070
TN	800-342-8359	460 James Robertson Pkwy, Nashville, 37243-0505
TX	888-782-8477	PO Box 13326, Austin, 78711-3326
UT	800-874-0904	PO Box 146751, Salt Lake City, 84114-6751
VA	800-552-7945	PO Box 1197, Richmond, 23218
VT	802-828-2811	112 State St, Drawer 20, Montpelier, 05620
WA	800-562-6150	PO Box 47250, Olympia, 98504-7250
WI	800-225-7729	PO Box 78541, Madison, 53707-7854
WV	800-642-8544	201 Brooks St, PO Box 812, Charleston, 25323
WY	307-777-7427	2515 Warren Ave, Suite 300, Cheyenne, 82002



MAILING LABEL

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|||||  
ASSOCIATES IN DERMATOLOGY  
3810 SPRINGHURST BLVD STE 200  
LOUISVILLE KY 40241-6162

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|||||  
ASSOCIATES IN DERMATOLOGY  
3810 SPRINGHURST BLVD STE 200  
LOUISVILLE KY 40241-6162

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Date: 06/10/2019



ASSOCIATES IN DERMATOLOGY, PLLC  
3810 Springhurst Blvd # 200  
LOUISVILLE KY 40241-6162  
USA

ASSOCIATES IN DERMATOLOGY  
3810 SPRINGHURST BLVD STE 200  
LOUISVILLE KY 40241-6162  
USA

Your Account Number(s)	Account Name	Total Outstanding Plus New Charges	Disputed	Past Due
1718003774001	ASSOCIATES IN DERMATOLOGY	\$ 1,260.31	\$ --	\$ 1,260.31
<b>Total all Accounts</b>		<b>\$ 1,260.31</b>	<b>\$ --</b>	<b>\$ 1,260.31</b>

Dear AT&T Customer,

Your payment of **\$1,260.31** has not been received. Without a payment in full of the past due balance, your access to the AT&T Network may be interrupted for all services billed under the account(s) referenced in the information above. Unless payment is received, AT&T may exercise its right under the contract to suspend or disconnect your service and/or require a security deposit on this or other services and/or refer your account(s) to an outside collections agency.

Late payment interest will be assessed on past due balances. In the case of a dispute, late payment interest will be assessed on any billed amounts determined, by AT&T, as accurate at the time your dispute is resolved. Please remit your payment to:

**AT&T**  
**P.O. Box 5019**  
**Carol Stream, IL 60197-5019**

If payment in full for the amount past due has been mailed, please disregard this letter. Do not hesitate to contact us at **1-800-762-3390** to discuss any questions you may have regarding this matter.

AT&T trusts that you will give this matter your immediate attention.

AT&T Credit and Collections Department  
901 Marquette Ave N, Suite 800  
Minneapolis, MN 55402  
Business Hours: 8:00 AM to 5:00 PM Central Time

Date: 06/12/2019



ASSOCIATES IN DERMATOLOGY, PLLC  
3810 Springhurst Blvd # 200  
LOUISVILLE KY 40241-6162  
USA

ASSOCIATES IN DERMATOLOGY  
3810 SPRINGHURST BLVD STE 200  
LOUISVILLE KY 40241-6162  
USA

Your Account Number(s)	Account Name	Total Outstanding Plus New Charges	Disputed	Past Due
1718003774001	ASSOCIATES IN DERMATOLOGY	\$ 11,445.29	\$ --	\$ 1,260.31
<b>Total all Accounts</b>		<b>\$ 11,445.29</b>	<b>\$ --</b>	<b>\$ 1,260.31</b>

Dear AT&T Customer,

Your payment of **\$1,260.31** has not been received. Without a payment in full of the past due balance, your access to the AT&T Network may be interrupted for all services billed under the account(s) referenced in the information above. Unless payment is received, AT&T may exercise its right under the contract to suspend or disconnect your service and/or require a security deposit on this or other services and/or refer your account(s) to an outside collections agency.

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**Carol Stream, IL 60197-5019**

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AT&T trusts that you will give this matter your immediate attention.

AT&T Credit and Collections Department  
901 Marquette Ave N, Suite 800  
Minneapolis, MN 55402  
Business Hours: 8:00 AM to 5:00 PM Central Time



**AID**

**3-4**

Responses to AT&T's 1<sup>st</sup> Set of Requests for Information

Date: 09/18/2018



ASSOCIATES IN DERMATOLOGY, PLLC  
3810 Springhurst Blvd # 200  
LOUISVILLE KY 40241-6162  
USA

Associates in Dermatology, PLLC  
3810 SPRINGHURST BLVD STE 200  
LOUISVILLE KY 40241-6162  
USA

Your Account Number(s)	Account Name	Total Outstanding Plus New Charges	Disputed	Past Due
1718003774001	ASSOCIATES IN DERMATOLOGY	\$ 23,375.73	\$ --	\$ 17,189.37
<b>Total all Accounts</b>		<b>\$ 23,375.73</b>	<b>\$ --</b>	<b>\$ 17,189.37</b>

Dear AT&T Customer,

Your payment of **\$17,189.37** has not been received. Without a payment in full of the past due balance, your access to the AT&T Network may be interrupted for all services billed under the account(s) referenced in the information above. Unless payment is received, AT&T may exercise its right under the contract to suspend or disconnect your service and/or require a security deposit on this or other services and/or refer your account(s) to an outside collections agency.

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**AT&T**  
**P.O. Box 5019**  
**Carol Stream, IL 60197-5019**

If payment in full for the amount past due has been mailed, please disregard this letter. Do not hesitate to contact us at **1-800-762-3390** to discuss any questions you may have regarding this matter.

AT&T trusts that you will give this matter your immediate attention.

AT&T Credit and Collections Department  
901 Marquette Ave N, Suite 800  
Minneapolis, MN 55402  
Business Hours: 8:00 AM to 5:00 PM Central Time



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MAILING LABEL

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ASSOCIATES IN DERMATOLOGY, PLL  
3810 SPRINGHURST BLVD STE 200  
LOUISVILLE KY 40241-6162

5899.2.12.3418 1 MB 0.424 II  
|||  
ASSOCIATES IN DERMATOLOGY, PLL  
3810 SPRINGHURST BLVD STE 200  
LOUISVILLE KY 40241-6162

Date: 12/10/2019



ASSOCIATES IN DERMATOLOGY, PLLC  
3810 Springhurst Blvd # 200  
LOUISVILLE KY 40241-6162  
USA

ASSOCIATES IN DERMATOLOGY  
3810 SPRINGHURST BLVD STE 200  
LOUISVILLE KY 40241-6162  
USA

Your Account Number(s)	Account Name	Total Outstanding Plus New Charges	Disputed	Past Due
1717963198076	ASSOCIATES IN DERMATOLOGY	\$ 1,805.08	\$ --	\$ 57.41
1718003774001	ASSOCIATES IN DERMATOLOGY	\$ 24,785.52	\$ 20,943.45	\$ 23,806.98
<b>Total all Accounts</b>		<b>\$ 26,590.60</b>	<b>\$ 20,943.45</b>	<b>\$ 23,864.39</b>

Dear AT&T Customer,

Your payment of **\$23,864.39** has not been received. Without a payment in full of the past due balance, your access to the AT&T Network may be interrupted for all services billed under the account(s) referenced in the information above. Unless payment is received, AT&T may exercise its right under the contract to suspend or disconnect your service and/or require a security deposit on this or other services and/or refer your account(s) to an outside collections agency.

Late payment interest will be assessed on past due balances. In the case of a dispute, late payment interest will be assessed on any billed amounts determined, by AT&T, as accurate at the time your dispute is resolved. Please remit your payment to:

**AT&T**  
**P.O. Box 5019**  
**Carol Stream, IL 60197-5019**

If payment in full for the amount past due has been mailed, please disregard this letter. Do not hesitate to contact us at **1-800-762-3390** to discuss any questions you may have regarding this matter.

Date: 12/10/2019



AT&T trusts that you will give this matter your immediate attention.

AT&T Credit and Collections Department  
901 Marquette Ave N, Suite 800  
Minneapolis, MN 55402  
Business Hours: 8:00 AM to 5:00 PM Central Time



Date: 12/10/2019



ASSOCIATES IN DERMATOLOGY, PLLC  
3810 Springhurst Blvd # 200  
LOUISVILLE KY 40241-6162  
USA

ASSOCIATES IN DERMATOLOGY  
PLLC  
3810 SPRINGHURST BLVD  
LOUISVILLE KY 40241  
USA

Your Account Number(s)	Account Name	Total Outstanding Plus New Charges	Disputed	Past Due
1717963198076	ASSOCIATES IN DERMATOLOGY	\$ 1,805.08	\$ --	\$ 57.41
1718003774001	ASSOCIATES IN DERMATOLOGY	\$ 24,785.52	\$ 20,943.45	\$ 23,806.98
<b>Total all Accounts</b>		<b>\$ 26,590.60</b>	<b>\$ 20,943.45</b>	<b>\$ 23,864.39</b>

Dear AT&T Customer,

Your payment of **\$23,864.39** has not been received. Without a payment in full of the past due balance, your access to the AT&T Network may be interrupted for all services billed under the account(s) referenced in the information above. Unless payment is received, AT&T may exercise its right under the contract to suspend or disconnect your service and/or require a security deposit on this or other services and/or refer your account(s) to an outside collections agency.

Late payment interest will be assessed on past due balances. In the case of a dispute, late payment interest will be assessed on any billed amounts determined, by AT&T, as accurate at the time your dispute is resolved. Please remit your payment to:

**AT&T**  
**P.O. Box 5019**  
**Carol Stream, IL 60197-5019**

If payment in full for the amount past due has been mailed, please disregard this letter. Do not hesitate to contact us at **1-800-762-3390** to discuss any questions you may have regarding this matter.



Date: 12/10/2019



AT&T trusts that you will give this matter your immediate attention.

AT&T Credit and Collections Department  
901 Marquette Ave N, Suite 800  
Minneapolis, MN 55402  
Business Hours: 8:00 AM to 5:00 PM Central Time



**AID**

**3-5**

Responses to AT&T's 1<sup>st</sup> Set of Requests for Information



*Legal Counsel.*

DINSMORE & SHOHL LLP  
101 South Fifth Street • Suite 2500 • Louisville, KY 40202  
www.dinsmore.com

Caroline L. Pieroni  
(502) 540-2324 (direct) • (502) 585-2207 (fax)  
Caroline.pieroni@dinsmore.com

September 26, 2019

**CERTIFIED MAIL, RETURN RECEIPT  
REQUESTED**

Office of Dispute Resolution  
AT&T  
1025 Lenox Park Blvd.  
Atlanta, GA 30319

**RE: Notice of Intent to Arbitrate or Litigate and Litigation Hold**

To whom it may concern:

Paul Schurman and I have been retained to represent Associates in Dermatology in regard to the company's ongoing dispute with AT&T about egregious overbilling on multiple contracts. This correspondence is intended to put AT&T on notice of Associates in Dermatology's intent to arbitrate or litigate the current disputes described below. **The correspondence should also serve as notice to AT&T of the AT&T's obligation to preserve all relevant documents, including but not limited to correspondence (including e-mails),<sup>1</sup> contracts, invoices, payments, negotiations, service dates and visits, calendar entries, recordings, telephone calls, account representative information, and any other documents related to the Associates in Dermatology accounts or disputes. Please confirm in writing to us by October 10 at 5 p.m. that AT&T has taken all necessary measures to prevent the deletion or spoliation of evidence related to these disputes and accounts, any contract with Associates in Dermatology, and any document listed above.**

Per the arbitration provision in Contract ID No. 4876093, Associates in Dermatology intends to seek the following damages based on overbilling:

1. **First Overcharge: \$48,393.23**
  - Basis of Dispute: 3Mbps MPLS replaced by 10 Mbps MPLS effective 6/5/2014, but AT&T never shut off old service as promised, so Associates in Dermatology was billed for both services for nearly two years

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<sup>1</sup> Associates in Dermatology has dealt with various AT&T representatives and employees, each of whom possess discoverable documents and evidence. The employees and representatives include but are not limited to: Alyce Johnson, Scott Barney, Miles Fitzgerald, Vicki Tudor, Randy Roberts, Britanee Etherton, Timothy Whitlock, Erica Herbert, Paul Black, and Laurie Bowling.

- Account Number: 831-0002646 967
  - Service Address: 2241 Green Valley Road, New Albany, IN 47150
  - Circuit ID: DHEC.364879.801.ATI
  - Time Period: 6/5/2014 to 4/5/2018
  - Amount overcharged per bill: \$1029.26
2. **Second Overcharge: \$62,251.20**
- Basis of Dispute: 50 Mbps Internet, part of 2013 contract, replaced by 100 Mbps Internet in August 2016 without the old service being shut off as agreed
  - Account Number: 171-796-3198 076
  - Service Address: 3810 Springhurst Blvd, Suite 200, Louisville, KY 40241
  - Circuit ID: DHEC.364879.801.ATI
  - Time Period: 8/19/2016 to 7/19/2019
  - Amount overcharged per bill: \$1729.20
3. **Third Overcharge: \$4,127.14**
- Basis of Dispute: 23 Channel PRI started billing higher monthly rate and company could not provide reason. Original rate was \$413.11 as of October 2018, and then jumped by \$397.39 per month
  - Account Number: 171-800-3774 001
  - Service Address: 3810 Springhurst Blvd, Suite 200, Louisville, KY 40241
  - Time Period: 11/5/2018 to 7/5/2019
  - Amount overcharged per bill: \$397.39 (except first bill's overcharge on 11/5/2018 was \$948.02)
4. **Fourth Overcharge: \$1,863.49**
- Basis of Dispute: New Albany location suddenly had 35 SIP Trunks added to invoice. No paper trail related to this order that coincides with new charges that started in April 2019
  - Account Number: 171-800-3774 001
  - Sub Account Number: 831-000-9162 246
  - Service Address: 2241 Green Valley Road, New Albany, IN 47150
  - Time Period: 4/5/2019 to 6/5/2019
  - Amount overcharged per bill: \$657.13 on April 5, 2019, and then \$603.18 on May 5, 2019 and June 5, 2019
5. **Fifth Overcharge: \$18,269.47**
- Basis of Dispute: Unexplained overbilling
  - Account Number: 171-800-3774 001
  - Sub Account Number: 000006
  - Service Address: 2241 Green Valley Road, New Albany, IN 47150

September 26, 2019

Page 3

- Time Period: 9/15/2019 to 6/15/2019
- Amount overcharged per bill varied, but was \$1,820.23 on September 15, 2018, \$1832.02 for the following two months, was then \$1,822.02, \$1,831.49 for January 15 and February 15 of 2019, and then \$1,825.05 for March 15 through June 15, 2019.

The total overcharge paid by our client at our last calculation is \$134,904.53. Associates in Dermatology is also now accruing attorneys' fees. The company is willing to settle this dispute for a one-time payment of \$150,000.00. It will also withdraw its Complaint pending before the Kentucky Public Service Commission (Case No. 2019-00047). Please respond to this letter by October 15, 2019, or Associates in Dermatology will pursue all available legal remedies.

Sincerely,



Caroline L. Pieroni

cc: Paul R. Schurman, Jr.  
Avery & Schurman, PLC.  
115 N. Watterson Tr.  
Louisville, KY 40243

Charlie McCall  
Associates in Dermatology, PLLC  
3810 Springhurst Blvd, Suite 200  
Louisville, KY 40241

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