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June 7, 2001

Ms. Dorothy Wideman
Executive Secretary
Michigan Public Service Commission
6545 Mercantile Way
P.O. Box 30221
Lansing, MI 48909

Dear Ms. Wideman:

RE: **Case No. U-12759**

Enclosed for filing is the original and fifteen (15) copies of the Exceptions of Respondents AT&T Communications of Michigan, Inc. and TCG Detroit to Proposal For Decision in the above referenced case.

Sincerely,

John J. Reidy, III (ap)

Enclosures

MICHIGAN PUBLIC SERVICE
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STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

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|---|---|---|
| **In the matter of the Complaint of Covenant House Michigan and Great Lakes Telecom, Inc. against American Telephone & Telegraph Company (a/k/a AT&T Corp., AT&T, Inc.) and Teleport Communications Group, Inc. (a/k/a Teleport Communications, TCG Detroit, and TCG Detroit Holdings I, Inc.** | ) | **Case No. U-12759** |

## EXCEPTIONS OF RESPONDENTS AT&T COMMUNICATIONS OF MICHIGAN, INC. AND TCG DETROIT TO PROPOSAL FOR DECISION

Respondents AT&T Communications of Michigan, Inc. and TCG Detroit (collectively "Respondents or AT&T"), by their undersigned attorneys, hereby submit the following Exceptions to Proposal for Decision ("PFD") issued herein by Administrative Law Judge James N. Rigas on May 24, 2001. Respondents respectfully recommend that the Commission adopt the Proposal for Decision except as discussed herein.

## I.

## RESPONDENTS EXCEPT TO THE FINDING THAT SECTION 502(1)(C) OF THE MTA WAS VIOLATED BY ERRORS IN BILLS FOR REMOTE CALL FORWARDING

At page 13 of the PFD, the ALJ held that "an error in billing" for remote call forwarding services constituted a violation of Section 502(1)(c) of the MTA. The ALJ premised this conclusion on a finding that in June 2000, Respondents' Project Manager attempted to remove remote call forwarding charges from certain lines for which the service was not desired, but due to a system malfunction (or "glitch"), the billing continued after cancellation had been requested.

Id. The ALJ concluded that each of the nine bills sent to respondents from July 2000, to the date of the hearing was a separate violation of Section 502(1)(c) of the MTA. Id. Notwithstanding his finding of a violation, the ALJ did not find evidence of intentional misconduct or abuse of the carrier/customer relationship. As the PFD notes at page 23, Respondents undertook no collection efforts with respect to any of the charges billed to Covenant House for this service. In fact, Covenant House has never paid even the "correct" charges for the service. Moreover, Respondents' witness, Mr. Minnis, testified at the hearing that a credit was being processed for the full amount of the billing error. Tr. 378.

The PFD's recommendation that Respondents should be found to have violated Section 502(1)(c) should be rejected for several independently compelling reasons. First, there is no evidence supporting a finding that Respondents have in fact billed for a service that was cancelled. Second, Complainants have never claimed that Respondents were violating Section 502(1)(c). Given that this claim was never raised by Complainants, it follows that no evidence was submitted in support of such a claim. Nor were Respondents given any notice of this claim that would be consistent with even a minimal level of due process or fairness. The lack of notice and procedural due process becomes even more glaring when the severity of the ALJ's recommended penalty (which, as explained below, is itself erroneously applied) is considered.

### A. The Evidence Does Not Support the PFD's Finding of a Violation of Section 502(1)(c)

Respondents disagree with the conclusion that, based upon the facts adduced during hearing (as summarized above), a violation of MTA § 502(1)(c) took place. The statute in question states that a provider shall not, "[i]f an end user has cancelled a service, charge the end user for service provided after the effective date the service was cancelled." The evidence before the ALJ fails to establish that the Complainants in this case cancelled a service, and thus, no violation of § 502(1)(c) has been shown. Like any other statute that is penal in nature, Section 502(1)(c) must be strictly construed and any ambiguity is to be resolved in favor of lenity. *People v Gilbert*, 414 Mich 191, 211; 324 NW2d 834 (1982). Moreover even if this statute were not penal in nature, statutes granting power to an administrative agency like the Public Service Commission must be strictly construed and a "doubtful power does not exist." *Union Carbide v PSC,* 431 Mich 135, 146 (1988); *In re Public Service Commission Determination No 2,* 204 Mich App 350 (1994).

Here, the evidence shows that the service itself, which is remote call forwarding, was never cancelled by Covenant House. Covenant House merely instructed an AT&T Product Manager to reduce the number of lines upon which remote call forwarding would apply. Exhibit C-48; Tr. 134, 142, 370. However, the total amount of the bill for this service was admittedly in error because the charge was miscalculated. Respondents' witness, Mr. Minnis, testified that Mr. Apostoleris, the President of Complainant Great Lakes Telecom, requested the bill for the remote call forwarding service be calculated on the basis of nine lines. Tr. 383. Mr. Minnis attempted to implement this request in June 2000 but the error continued due to a "glitch" in the billing system. Tr. 378. These facts do not amount to a violation because the action that is proscribed by Section 502(1)(c) is charging for a "service provided after the effective date the service was cancelled." There is no dispute that Covenant House wanted Respondents to continue to provide a service. Thus, the issue is not the provision of a service after the effective date the service has been cancelled, but, rather, a dispute regarding a mathematical error in calculating the total amount of a bill generated for a desired service. Covenant House does not claim that it should not have been billed for remote call forwarding service, only that the bill for the service overstated the correct amount. An error in the total amount of the bill for a service that has not been cancelled is not a violation of MTA § 502(1)(c), especially where, as here, the carrier has (a) never attempted to collect the amount and (b) issued credits in an attempt to reverse the charges. For these reasons, the Commission should not adopt the PFD's recommendation of a violation of Section 502(1)(c).

### B. The Complainants Never Asserted A Violation of Section 502(1)(c); Thus Respondents Were Never Given Notice Of A Claim Based Upon Section 502(1)(c)

Second, Respondents were never called upon to defend against a claim that they had violated § 502(1)(c). The Complaint in this case specifically identified each subsection of the MTA that the Complainants claimed had been violated. The list is set forth in Paragraph 21 of the Complaint. The subsections of Section 502 that are identified as at issue consist of §§ 502(1)(a), 502(1)(b), 502(1)(g) and 502(1)(h). Nowhere is there any claim set forth in the Complaint that Respondent allegedly violated § 502(1)(c). Likewise, in the direct testimony filed with the Complaint, Mr. Apostoleris identified both the factual basis for each alleged violation of the MTA and listed the specific provisions that Complainants alleged had been violated. The sections he identified are the same as those listed in Paragraph 21 of the Complaint. Nowhere in his testimony is there any suggestion that this case involved any claim arising under § 502(1)(c). Tr. 205-207.

A respondent has a right to be notified of the claims that he is being called upon to defend. Section 203(6) of the MTA requires that the Complaint contain "all information, testimony, exhibits, or other documents within the person's possession or upon which the person intends to rely to support the application or complaint." Furthermore, a fine may be assessed under Section 601 only if after "notice" and hearing the commission finds a person has violated this act. *See also Armstrong v Manzo*, 380 U.S. 545, 552 (1965) (It is fundamental that the right to notice and an opportunity to be heard "must be granted at a meaningful time and in a meaningful manner.") Here Respondents had no meaningful prior notice that the purpose of the hearing was to determine if they had violated Section 502(1)(c). Thus, the PFD's recommendation for a finding of violation of Section 502(1)(c) cannot be sustained because the Respondents were never allowed an opportunity to rebut this claim.

In summary, the Commission should not adopt the PFD's finding that 9 separate violations of Section 502(1)(c) occurred when each bill between June 2000 and the date of the hearing of this matter was sent since an error in billing for a service that has not been cancelled does not amount to a violation of that provision. Nor, in any event, should the Commission adopt the recommendation that a fine be assessed since AT&T was never on notice of any allegation that it had violated Section 502(1)(c).

## II.

## RESPONDENTS EXCEPT TO THE FINDING IN THE PFD RECOMMENDING THAT A FINE OF $20,000 BE IMPOSED FOR EACH OF 9 VIOLATIONS FOUND TO HAVE TAKEN PLACE REGARDING TENDERING CONTINUING BILLS FOR DISCONTINUED SERVICES

In addition to other relief, the Complaint sought to have the Commission order Respondents to pay a fine pursuant to MTA Section 601(a). Complaint p. 7, ¶ 8. However, this request was misplaced because Section 601(a) does not apply to either of the Respondents (AT&T or TCG Detroit) or any other provider *with less than 250,000 access lines*. If a provider has less than 250,000 access lines, then any fine imposed must be pursuant to the schedule set forth in *Section 601(b)*, which states:

> If the provider has less than 250,000 access lines, the provider to pay a fine for the first offense of not less than $200.00 or more than $500.00 per day that the

> provider is in violation of this act, and for each subsequent offense a fine of not less than $500.00 or more than $1,000.00 per day.

The PFD indicates that the fine recommended should be imposed pursuant to Section 601(b):

> Having determined above that Respondents have committed a violation of Section 502(1)(c) of the MTA each month for 9 months, the Administrative Law Judge has determined that fines should be imposed pursuant to Section 601(b).
>
> PFD, p. 24.[1]

As noted in the preceding exception, AT&T disagrees that any fine is appropriate in this case. Nevertheless, assuming *arguendo* that a fine is assessed, AT&T agrees with the PFD's conclusion that it must be based upon Section 601(b) of the MTA and not Section 601(a) as requested in the Complaint. However, the PFD is in error in its application of Section 601(b) to determine the appropriate amount of the fine. After clearly and correctly stating that any fine imposed in this case should be pursuant to Section 601(b), the PFD inexplicably recommends a fine of $20,000 per violation, or a total of $180,000. This amount is far in excess of the maximum fine permitted under Section 601(b). It appears that the Administrative Law Judge may have inadvertently taken the actual figure he used from Section 601(a), since the maximum fine for a first offense under that section is $20,000. This is the only plausible explanation since the PFD concluded that a specific, single event, the act of billing for the service, constituted the violation. Because there were nine separate bills issued between June 2000 and the hearing, the PFD concluded that "9 violations took place". Under Section 601(b) a first offense is subject to a fine of not less than $200 and not more than $500 for each day in which the person is in violation of the act. Subsequent offenses are subject to a fine between $500 and $1000. Each

[1] As the PFD also notes, the MPSC Staff contended that any fine imposed would be under Section 601(b). *See* PFD, p. 11.

violation found in this case began and ended on the day the bill was issued. Thus under Section 601(b), the fine for a first offense should not exceed $500 per violation, or $4,500 for the 9 bills that AT&T issued that were deemed to violate Section 502(1)(c) of the MTA. Even if eight of the nine violations found in this case are considered to be "subsequent offenses", the total fine under Section 601b could not exceed $8,500 for all nine violations.

In the alternative, if the PFD actually intended to assess the larger fines permitted under Section 601(a) against Respondents, there is no evidence in the record to support a finding that Respondents have 250,000 or more access lines. It should be noted that pursuant to MTA § 203(8) the burden of proof in this case was entirely on the Complainants. Thus, in order to establish a factual basis for assessing fines under Section 601(a), it was incumbent upon them to demonstrate that the provider in question has at least 250,000 access lines. In the present case there is no record evidence that Respondents had the requisite quantity and, in fact, Respondents have less than 250,000 access lines. Hence, while Respondents are subject to the fines specified in Section 601(b), they are not subject to those fines specified in Section 601(a).

Moreover, even if Complainants' had attempted to make the showing necessary to establish fines pursuant to Section 601(a), under Rule 327 of the Commission's Rules of Practice and Procedure the Commission may take notice of general, technical or scientific facts within the Commission's specialized knowledge. The number of access lines each provider in Michigan has is a matter within the Commission's specialized knowledge and, as such, may be considered by the Commission in determining the appropriate level of fines to be assessed for a violation of the act. *See* AT&T's Response to the Michigan Public Service Commission's 2nd Information/Data Request Competitive Market Conditions Update, pp. 5-6, filed in Case No. U-12320 (Confidential) (attached hereto as **Confidential Exhibit 1**). However, it is not necessary for the Commission to do so in this case because, in the absence of any evidence on the subject, there is simply no basis for imposing fines pursuant to Section 601(a). Therefore, to the extent any fine is deemed appropriate, it should be based on the levels set forth in Section 601(b).

In short, there was no evidence of record in this case establishing that Respondents had 250,000 or more access lines. It was Complainants' burden to prove this fact because Complainants sought a remedy under Section 601(a). As there was no such proof (and no such proof is possible under the existing facts), the fines herein are limited to those specified in Section 601(b). Rather than a permissible fine of $20,000 per violation or $180,000 in total, under Section 601(b) the maximum permissible fine is $500 per violation. Thus under no circumstances should the total fine in this case exceed nine times $500, or $4,500 in total.

Finally, if the Commission deems it necessary to first ascertain the number of access lines Respondents have in order to determine the level of a fine, it may invoke Rule 327 of the Commission's Rules of Practice and Procedure, R460.17327, and utilize the information in its files or possession upon giving proper notice to the parties. Should it do so it will necessarily find from its own files that Respondents have less than 250,000 access lines.

## III.

## RESPONDENTS EXCEPT TO THE AWARD OF ATTORNEYS FEES TO GREAT LAKES TELECOM

### A. Great Lakes Telecom is neither a ratepayer nor a person who has suffered economic harm as a result of a violation of the MTA.

Based upon his conclusion that each bill to Covenant House that contained an error in the charges for remote call forwarding constituted a separate violation of Section 502(1)(c) of the MTA, at page 23 of the PFD the ALJ recommended awarding attorneys fees to "Complainants" pursuant to Section 601(f). Even if the bills sent to Covenant House were violations, there is no basis for awarding attorneys fees to Great Lakes Telecom. There were two separate and distinct Complainants in this case. The first was Covenant House, who was the actual end-user customer billed by Respondents, and the second was Great Lakes Telecom, who is itself a telecommunications provider and was appointed by Covenant House as an agent to handle various matters related to its telecommunications needs. Tr. 192. There is no evidence in the record that any service at issue was provided by Respondents to Great Lakes Telecom itself and certainly no evidence that Respondents billed Great Lakes Telecom for any service provided to Covenant House. Thus, to the extent the PFD concluded that a violation of the MTA occurred when Covenant House was billed the incorrect amount for remote call forwarding service, this violation does not give rise to any award of attorneys fees to Great Lakes Telecom incurred in connection with this matter. Indeed an award of attorney fees under Section 601(f) is one of several available remedies that can be invoked by the Commission and, like all the remedies provided for under Section 601, is intended "to protect and make whole ratepayers and other persons who have suffered an economic loss as a result of the violation." Here, the ratepayer involved was Covenant House and not Great Lakes Telecom who merely acted as its agent. Indeed, because an agent like Great Lakes Telecom has no standing to pursue the claims of its principal, Covenant House, AT&T filed a motion for summary disposition seeking to have Great Lakes Telecom dismissed from the proceeding. This motion was denied by the Administrative Law Judge without prejudice on the theory that Great Lakes Telecom would be given an opportunity to demonstrate that it had, in fact, suffered an economic harm. *See* Motion Hearing 2/28/2001, Tr. Vol. 2, p.49. Following the evidentiary hearing, the ALJ specifically found that there was no evidence that either Great Lakes Telecom or Covenant House suffered any economic harm for which they should be made whole pursuant to the provisions of the MTA.

PFD p. 24. Thus, Great Lakes Telecom is neither a ratepayer nor a person who has suffered an economic harm as the result of any violation of the MTA. Hence any award of attorneys fees to Great Lakes Telecom is inappropriate under Section 601(f) of the MTA.

**B. Covenant House, not Great Lakes Telecom, is the Real Party in Interest**

Under Rule 103 of the Commission's Rules of Practice and Procedure, R 460.17103, in areas not addressed by the Commission's rules, "the presiding officer may rely on provisions of the currently effective Michigan court rules." MCR 2.201(B) requires that an action be prosecuted in the name of the real party in interest, subject to certain limitations not applicable here.

In *Environair v Steelcase*, 190 Mich App 289, 475 NW2d 366 (1991) two Plaintiffs, Environair, Inc., a Michigan corporation, and Thomas Turrentine, its sole shareholder, filed suit against Steelcase, Inc., claiming it had induced another company, Greenheck, to breach a contract with Environair. The Defendant moved for Summary Disposition against the individual plaintiff on the grounds that he lacked standing to sue because Environair was the real party in interest. Both the trial court and the Court of Appeals agreed. The latter stated at p. 292 of its opinion:

> An action must be prosecuted in the name of the real party in interest. MCR 2.201(B). A real party in interest is one who is vested with the right of action on a given claim, although the beneficial interest may be in another. *Stillman v Goldfarb*, 172 Mich. App. 231, 237; 431 N.W.2d 247 (1988). The parties to the exclusive sales contract were Environair, Inc. and Greenheck. In Michigan, the law treats a corporation as entirely separate from its shareholders, even where one person owns all the corporate stock. *Industrial Steel Stamping, Inc v Erie State Bank*, 167 Mich. App. 687, 692; 423 N.W.2d 317 (1988). Generally, a suit to enforce corporate rights or to redress or prevent injury to the corporation, whether arising out of contract or tort, must be brought in the name of the corporation and not that of a stockholder, officer, or employee. *Michigan National Bank v Mudgett*, 178 Mich. App. 677, 679; 444 N.W.2d 534 (1989).

In *Michigan National Bank v Mudgett*, 178 Mich 677, 444 NW2d 534 (1989) the Court noted that this general rule is inapplicable where the individual shows a violation of a duty owed directly to him. However, the Court went on to explain that this exception does not arise merely because the acts complained of resulted in damage both to the corporation and to the individual, but is limited to cases where the wrong done amounts to a breach of duty owed to the individual personally. Thus, where the alleged injury to the individual results only from the injury to the corporation, the injury is merely derivative and the individual does not have a right of action against the third party.

Here, the service in question was admittedly provided to Covenant House and not to Great Lakes Telecom and the contract that formed the basis for the Complaint was between Covenant House and Respondent TCG. Exhibits C-33, C-38. That Great Lakes Telecom was working for Covenant House in an agency capacity in connection with the transaction gives it no greater standing than that possessed by an officer or employee of Covenant House had one of them handled the transaction. Hence, Great Lakes Telecom is not the real party in interest. Neither did the Complaint nor any evidence submitted in this case identify or establish the existence of any independent duty that Respondents allegedly owed directly to Great Lakes Telecom that would give rise to an independent claim in its own name. In short, Great Lakes Telecom never established a basis for it to pursue a Complaint in its own name and seek relief for its own benefit against Respondents. Therefore, although summary disposition could, and should, have been granted in this case, having failed to establish any independent claim against Respondents, under no circumstances should Great Lakes Telecom be awarded any attorneys fees in connection with this case.

## IV.

## RESPONDENTS EXCEPT TO ANY AWARD OF ATTORNEYS FEES TO COVENANT HOUSE OR GREAT LAKES TELECOM PURSUANT TO MTA § 601 SINCE THEY PURSUED FRIVOLOUS CLAIMS THAT WERE WITHDRAWN AT THE HEARING AND FAILED TO PREVAIL ON THE BALANCE OF THE SUBSTANTIVE CLAIMS RAISED IN THE COMPLAINT

In addition to the exception of an award of attorneys fees to Great Lakes Telecom discussed above, Respondents except to any award of attorneys fees in this case to either Covenant House or Great Lakes Telecom based upon the particular circumstances of this case. While the Commission may include and award attorneys fees as part of the remedy granted under Section 601 intended to "make whole a ratepayer or other persons who have suffered an economic loss as a result of a violation of the MTA," there is nothing in the statute that mandates such an award. In fact the statute makes it clear that the Commission may grant "1 or more of the following" remedies, only one of which is attorneys fees. By implication, the Commission may elect to impose an alternative remedy and not award attorneys fees.

Here the PFD recommends that a fine be imposed and that Complainants be awarded attorneys fees on the basis of the finding of a violation of Section 502(1)(c). However, while the Complaint in this case raised a multitude of claims, all have proven to be groundless.[2] Some were so devoid of merit they were ultimately withdrawn during cross-examination at the hearing. Tr. 133. Of course in the meantime, AT&T had been forced to spend considerable time and effort to defend these claims. The other claims raised by the Complaint itself were all found to be deficient and the PFD recommends they be rejected. It would be inappropriate to award to

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[2] As explained above, Respondents strongly disagree with the ALJ's finding of a violation of § 502(1)(c). However, the Complainants did not raise this claim, and therefore, should not be awarded attorneys fees for a claim they did not raise.

Complainants any attorneys fees or costs incurred in prosecuting the claims that failed. If anything, AT&T should be awarded a pro-rata portion of its attorneys fees pursuant to MTA § 209 for having to defend against those claims that were so frivolous that they were voluntarily withdrawn by Complainants during the hearing.

While the PFD concludes that a violation of MTA § 502(1)(c) occurred, the basis for this conclusion was the testimony that was developed during the hearing itself and not anything that was contained in the Complaint or the material filed in support of the Complaint. Indeed, as discussed above, AT&T was not even on notice that it was being called to defend against a claim under MTA §502(1)(c). Thus, it is clear that the one "issue" upon which the Complainants' "prevailed" is not an issue that they even raised in the Complaint or devoted any resources to litigate. All of the claims actually raised in the Complaint failed. Hence, under these circumstances a general award of attorney's fees is not warranted.

Although Respondents believe that any award of attorneys fees would be demonstrably unfair and would strongly object to such a result, in the alternative, if costs, including "reasonable" attorneys fees, are awarded at all, they should be limited to the costs and attorneys fees incurred by Covenant House related only to the claim upon which it is deemed to have prevailed. To the extent these costs and fees cannot be segregated, a reasonable allocation should be made based upon the number and nature of all the claims that were litigated. This allocation could be made at the same time and as part of any hearing to establish the reasonableness of the attorneys fees claimed.

## CONCLUSION

For the reasons stated herein, the PFD should be adopted by the Commission except that the PFD's finding of a violation of Section 502(1)(c) of the Michigan Telecommunications Act and the PFD's recommendation of a fine and award of attorneys fees should be rejected.

Dated: June 7, 2001

Respectfully submitted,

**AT&T COMMUNICATIONS OF MICHIGAN, INC.**
**and**
**TCG DETROIT**

By: John J. Reidy, III (cdp)

One of their attorneys

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June 7, 2001

MICHIGAN PUBLIC SERVICE
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COMMISSION

Ms. Dorothy F. Wideman
Executive Secretary Division
Michigan Public Service Commission
6545 Mercantile Way
P.O. Box 30221
Lansing, MI 48909

RE: **Covenant House Michigan and Great Lakes Telecom vs. AT&T/TCG MPSC Case No. U-12759)**

Dear Ms. Wideman:

Enclosed please find the original **Proof of Service** for the Exceptions of Respondents AT&T Communications of Michigan, Inc. and TCG Detroit to Proposal for Decision which were hand-filed with the Commission on this date. Please file this Proof of Service in your usual manner.

Thank you.

Yours very truly,

Arthur J. LeVasseur

AJL:dmm
Enclosure
cc: (w/encls. and Exceptions)
Frederick M. Baker, Jr.
Michael A. Nickerson
John J. Reidy, III

69

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the Matter of the Complaint of
COVENANT HOUSE MICHIGAN and
GREAT LAKES TELECOM, INC. against
AMERICAN TELEPHONE & TELEGRAPH
COMPANY (a/k/a AT&T CORP., AT&T,
INC.) and TELEPORT COMMUNICATIONS
GROUP, INC. (a/k/a TELEPORT
COMMUNICATIONS, TCG DETROIT &
TCG DETROIT HOLDINGS I, INC.)
________________________________/

Case No. U-12759

MICHIGAN PUBLIC SERVICE
FILED
JUN 08 2001
COMMISSION

**PROOF OF SERVICE**

STATE OF MICHIGAN )
) ss.
COUNTY OF WAYNE )

DIANE M. MacARTHUR, being first duly sworn, deposes and says that she did on June 7, 2001 serve a copy of **Exceptions of Respondents AT&T Communications of Michigan, Inc. and TCG Detroit to Proposal for Decision** in the above captioned matter by depositing a copy thereof in the U.S. Mails, enclosed in a sealed envelope with first-class postage fully prepaid, addressed as follows:

Frederick M. Baker, Jr.
Honigman Miller Schwartz & Cohn LLP
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Lansing, MI 48922-1800

Michael A. Nickerson
Assistant Attorney General
6545 Mercantile Way, Ste. 15
Lansing, MI 48911

Diane M. MacArthur
Diane M. MacArthur

Subscribed and sworn to before me
this 7th day of June, 2001.

Peggy Finney
PEGGY FINNEY
NOTARY PUBLIC WAYNE CO., MI
MY COMMISSION EXPIRES Jul 11, 2001