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BEFORE THE  
ILLINOIS COMMERCE COMMISSION

DIANE WAMPLER/OPEN SOLUTIONS, INC./ )  
NETRIX, )  
vs. ) No. 13-0287  
ILLINOIS BELL TELEPHONE COMPANY )  
d/b/a AT&T ILLINOIS d/b/a AT&T )  
WHOLESALE )  
Complaint as to billing/charges )  
in Alsip, Illinois )

Chicago, Illinois  
May 14, 2013

Met, pursuant to adjournment at 10:00 a.m.

BEFORE:  
MR. JOHN T. RILEY, Administrative Law Judge

APPEARANCES:  
JAMES A. HUTTENHOWER  
225 West Randolph Street  
Suite 25-D  
Chicago, IL 60606  
(312) 727-1444  
Appearing for Illinois Bell;

MR. JEFFREY A. WAMPLER  
OPEN SOLUTIONS  
2801 Lakeside Drive  
Bannockburn, IL 60015  
Appearing pro se.  
License No. 084-000411

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I N D E X

Re Re By

WITNESSES: Direct Cross Direct Cross Examiner

(None.)

E X H I B I T S

NUMBER MARKED FOR ID IN EVIDENCE

(None.)

1 JUDGE RILEY: Pursuant to the direction of the Illinois  
2 Commerce Commission, I call Docket 13-0287. This is a complaint  
3 by Diane Wampler/Open Solutions, Inc./Netrix versus Illinois  
4 Bell Telephone Company d/b/a Illinois -- excuse me -- d/b/a/  
5 AT&T Illinois d/b/a AT&T Wholesale as to billing of charges in  
6 Alsip, Illinois.

7 And, Mr. Wampler, you have -- you are Jeffrey  
8 Wampler?

9 MR. WAMPLER: Yes, your Honor.

10 JUDGE RILEY: And you said that you are the owner?

11 MR. WAMPLER: Yes.

12 JUDGE RILEY: Of Open Solutions?

13 MR. WAMPLER: Yes.

14 JUDGE RILEY: And what is the relationship of Open  
15 Solutions to Netrix?

16 MR. WAMPLER: Well, Netrix is basically a sister company.  
17 We often write the checks or bills out of Netrix.

18 JUDGE RILEY: All right. And would you state your name  
19 and your address for the record, please?

20 MR. WAMPLER: Jeffrey, middle initial A, last name  
21 Wampler, W-a-m-p-l-e-r, 2801 Lakeside Drive in Bannockburn,  
22 B-a-n-n-o-c-k-b-u-r-n, Illinois 6080 -- I'm sorry -- 60015.

1 JUDGE RILEY: All right. Thank you. And, Mr.

2 Huttenhower, would you enter an appearance on file?

3 MR. HUTTENHOWER: Yes. James Huttenhower, appearing on  
4 behalf of Illinois Bell, 225 West Randolph Street, Suite 25D,  
5 Chicago, Illinois 60606.

6 JUDGE RILEY: Mr. Wampler, the problem we have to begin  
7 with here is that the complaint was signed by Diane Wampler.  
8 What is the relationship of Diane Wampler to you?

9 MR. WAMPLER: She is the billing person in the company so  
10 no relation.

11 JUDGE RILEY: And what is her title?

12 MR. WAMPLER: Pardon?

13 JUDGE RILEY: What is Diane Wampler's title?

14 MR. WAMPLER: Billing, AP Clerk.

15 JUDGE RILEY: All right. Mr. Huttenhower, do you have any  
16 -- does AT&T have a position on this?

17 MR. HUTTENHOWER: Well, I guess I -- with -- since Miss  
18 Wampler isn't here, that was her -- part of -- I was trying to  
19 figure out what -- given that there are three names here, her  
20 name, Open Solutions, Inc., and then Netrix, figuring out who  
21 exactly the complainant is here.

22 I did a little bit of looking on the Secretary

1 of State web site this morning to see if I can get any  
2 clarification.

3 An entity called Netrix, N-e-t-r-i-x, LLC, is  
4 an active corporate -- you know, corporate entity in Illinois  
5 based at the address in Bannockburn.

6 There is a company called Open Solutions,  
7 Inc., which seems to have Mr. Wampler's name associated with it,  
8 and its status according to the Secretary of State, it is  
9 dissolved as of 2009.

10 JUDGE RILEY: Does it have the word dissolved?

11 MR. HUTTENHOWER: Yes.

12 JUDGE RILEY: Okay.

13 MR. HUTTENHOWER: And there was yet another Open  
14 Solutions, Inc., that I am not sure has anything to do with --

15 MR. WAMPLER: It doesn't.

16 MR. HUTTENHOWER: That also --

17 MR. WAMPLER: That was actually the purpose for going with  
18 the Netrix name was that there was a name dispute and we didn't  
19 want to argue or fight with the other Open Solutions.

20 MR. HUTTENHOWER: Well, they are not in good standing  
21 either so I wasn't quite sure who --

22 MR. WAMPLER: This --

1 MR. HUTTENHOWER: -- who officially we were dealing with  
2 and then, you know, complicating things further our bills say  
3 Open Solutions, Inc., dash ATG, and then attention Netrix LLC.  
4 So --

5 JUDGE RILEY: Netrix it sounds to me is just like a  
6 billing system.

7 MR. WAMPLER: Well, let's actually -- let's actually be  
8 clear. If our intentions were anything negative I would just  
9 say here is your bill, enjoy your devout company because  
10 basically the contract with AT&T is between Open Solutions,  
11 Inc., and AT&T. There is no Open Solutions, Inc.

12 Open Solutions, Inc., as you have stated, was  
13 dissolved in 2009. Netrix has been paying those bills and  
14 honoring those agreements. Netrix is my company and basically  
15 when a bill goes from \$153 to \$1,600 and customer service  
16 doesn't want to do anything about it, it kind of sparks an ICC  
17 complaint.

18 JUDGE RILEY: Back up. You said Open Solutions doesn't  
19 exist anymore.

20 MR. WAMPLER: Correct.

21 JUDGE RILEY: What bills is Netrix paying on it? Who's  
22 incurring the bills?

1 MR. WAMPLER: This bill that's in dispute is to Open  
2 Solutions, Inc.

3 JUDGE RILEY: The company that no longer exists?

4 MR. WAMPLER: A company that no longer exists.

5 JUDGE RILEY: How is it incurring a bill if it doesn't  
6 exist? Who is making the phone calls?

7 MR. WAMPLER: It's just exactly how uncoordinated AT&T is.

8 JUDGE RILEY: And yet, Netrix, which is your company --

9 MR. WAMPLER: Correct.

10 JUDGE RILEY: -- is said is the bill payer.

11 MR. WAMPLER: Essentially we are benefiting from the  
12 circuit. I am not telling we are not benefiting from the  
13 circuit but getting a name change and getting AT&T to process  
14 paperwork is like putting your knee in someone's chest and  
15 pulling your tooth out.

16 JUDGE RILEY: Okay. What -- and you are the owner of  
17 Netrix?

18 MR. WAMPLER: Correct. I am one of -- there's four  
19 principle owners of Netrix.

20 JUDGE RILEY: All right. The AT&T customer is Open  
21 Solutions, Inc.?

22 MR. WAMPLER: Correct, per their invoice. Again we have

1 been using the service, or have been using the service. As soon  
2 as they raised the bill we said cancel it. They said well, you  
3 got to pay this so like okay.

4 JUDGE RILEY: You don't have any -- Netrix doesn't have an  
5 independent contract with AT&T?

6 MR. WAMPLER: Netrix has no contract.

7 JUDGE RILEY: You stepped in for Open Solutions?

8 MR. WAMPLER: Correct.

9 MR. HUTTENHOWER: And just to be clear, the bill or the  
10 account that's at issue is not an active account anymore. It  
11 was disconnected last fall so it's not like there is currently  
12 bills being generated. There was  
13 a --

14 MR. WAMPLER: There are currently bills being generated on  
15 different accounts, not on this account.

16 MR. HUTTENHOWER: Yes.

17 MR. WAMPLER: Still Open Solutions, Inc., four years  
18 later.

19 JUDGE RILEY: Which is Netrix -- which Netrix is paying?

20 MR. WAMPLER: Correct.

21 JUDGE RILEY: Even though they don't have a contract?

22 MR. WAMPLER: We wouldn't have any legal obligation but --

1 JUDGE RILEY: When you -- you said Netrix is using the  
2 service.

3 MR. WAMPLER: Yes.

4 JUDGE RILEY: And they are using AT&T's services. All  
5 right. Do you have any idea how we unravel this? I mean --

6 MR. HUTTENHOWER: I only brought it up because I wanted to  
7 know who the complainant was and whether -- you know, I don't  
8 think, for example, Ms. Wampler can be the complainant because  
9 she is --

10 JUDGE RILEY: No.

11 MR. HUTTENHOWER: She is not an officer of either of these  
12 companies from what Mr. Wampler says.

13 JUDGE RILEY: Is she an employee of Netrix?

14 MR. WAMPLER: She is an employee of Netrix.

15 JUDGE RILEY: All right.

16 MR. WAMPLER: Which is simply a -- was an employee of Open  
17 Solutions.

18 JUDGE RILEY: And just happened to be the one who signed  
19 the complaint?

20 MR. WAMPLER: Correct.

21 JUDGE RILEY: Did she do that with your knowledge?

22 MR. WAMPLER: Absolutely, my knowledge and my instruction.

1 And it's -- you know, Ms. Wampler is an agent of Open Solutions  
2 and Netrix and it's the company that's actually -- we have a tax  
3 I.D.

4 JUDGE RILEY: I don't understand how you can be an agent  
5 of a company that no longer exists. This is part of the problem  
6 of Open Solutions.

7 MR. WAMPLER: It's a d/b/a. Like I'm saying -- I'm trying  
8 to do things the right way and so I am not really sure how this  
9 -- I didn't create this mess. This mess was created by AT&T.

10 Clearly, as you can see, AT&T is billing a  
11 non-entity, not existing, that the -- we have gotten them to do  
12 some GBA's. We have gotten them to move forward.

13 As you can see by the billing dispute it was  
14 \$150 at one circuit that they said we only ever agree on some of  
15 them and this one didn't count so this one is 1,600 bucks a  
16 month. We'll just pull a number out.

17 JUDGE RILEY: What is located at 4245 West 123rd Street in  
18 Alsip?

19 MR. WAMPLER: A client of Open Solutions.

20 JUDGE RILEY: A client, and that's the service address  
21 that's being --

22 MR. WAMPLER: And that service was terminated as soon as

1 this bill went ten times its original value. They gave us no  
2 notice that they were changing the rate. They basically just  
3 elected to change the rate.

4 JUDGE RILEY: So the service at 4245 West 123rd Street is  
5 neither Open Solutions nor Netrix?

6 MR. WAMPLER: It's been disconnected. It was under Open  
7 Solutions and we were perfectly set aside to pay the contracted  
8 amount. As soon as they sent us out the new invoice we  
9 terminated the service.

10 JUDGE RILEY: What I am inclined to do is to require Mr.  
11 Wampler to file an amended complaint and clean this up because  
12 we've got an individual who signed the complaint, who is not  
13 present here, is not the right -- does not appear to have -- is  
14 not an officer of the corporation or the company. It's not a  
15 hundred percent clear who the client is, who the customer of  
16 AT&T is, and we have an address down here that has no relevance  
17 at all that I can see.

18 MR. WAMPLER: Judge --

19 JUDGE RILEY: That's the 123rd Street address.

20 MR. WAMPLER: Yes.

21 JUDGE RILEY: So I would rather -- Mr. Huttenhower, I  
22 don't know what AT&T's position is beyond that, whatever, on an

1 amended applications.

2 MR. HUTTENHOWER: I am primarily concerned about just  
3 cleaning up who the complainant is and, you know, as a matter of  
4 law, I will tell you I honestly don't know if we could go after  
5 Open Solutions at this point for a bill or not. I just don't  
6 know that.

7 MR. WAMPLER: I have already seeked counsel. If you make  
8 me spend money I will spend money.

9 MR. HUTTENHOWER: I wasn't suggesting you necessarily had  
10 to get a lawyer. I just was saying I -- you know, it may be for  
11 your purpose the easiest thing is to walk out the door and say  
12 we are Open Solutions, we don't exist, but sue me if you want  
13 for this money.

14 MR. WAMPLER: I don't know. I just -- that's not for the  
15 --

16 JUDGE RILEY: It's not the right way to do it but if  
17 that's what you want to do we will do it that way.

18 MR. HUTTENHOWER: I am not saying I want you to do it that  
19 way. I am just saying I just don't know whether that would be a  
20 possible solution to your issues. My point initially was simply  
21 you know, okay, we have three names on here and I was trying to  
22 figure out which name was the entity that actually was bringing

1 the case.

2 MR. WAMPLER: Again I don't know if it's possible. I'm  
3 certainly not a lawyer. Like I said, basically at the end of  
4 the day AT&T took a bill, multiplied it by ten times, didn't  
5 give whomever notice and so you could have the hearings -- Open  
6 Solutions. You could have the hearing as Netrix. You could  
7 have the hearing as Mickey Mouse, and I would believe that  
8 anyone could say, hey, if you are going to raise my bill by a  
9 factor of ten it's not like you did it on the expiration date.  
10 Your staff said hey, he is Evergreen and then your staff changes  
11 their mind, this contract has been expired for four years and  
12 you continue to bill at that rate for four years and then all of  
13 a sudden you raise the rate with no notice and expect it to pay.

14 JUDGE RILEY: Well, who did they send notice to?

15 MR. WAMPLER: They sent it to Open Solutions. Again it's  
16 the right thing to do. I'm here because it's the right thing to  
17 do.

18 I am not wanting to walk away from something  
19 and say hey, it's the wrong thing. I want to pay the amount  
20 that's due and I want AT&T to say hey, if we are going to raise  
21 a bill, we need to give you notice. We need to say hey, we've  
22 got a rate change.

1 JUDGE RILEY: We are not even at that point yet, though.  
2 There are three names on this complaint, none of whom is a  
3 customer of AT&T. Diane Wampler is not. Open Solutions no  
4 longer exists and Netrix is not.

5 MR. WAMPLER: Correct, but the bill is made out to Open  
6 Solutions.

7 JUDGE RILEY: There is no -- which doesn't exist anymore.

8 MR. WAMPLER: Correct.

9 JUDGE RILEY: So it has no officers. It has no  
10 stockholders. It has no stockholders.

11 MR. WAMPLER: It hasn't existed.

12 JUDGE RILEY: No department managers.

13 MR. WAMPLER: There is no employees, no assets. It has  
14 not existed since 2009.

15 JUDGE RILEY: And there is no obligation on the part of  
16 Netrix to pay their bill.

17 MR. WAMPLER: And there is no obligation on the part of  
18 Netrix to pay the bill.

19 JUDGE RILEY: As near as I can tell there's really no  
20 complaint here. There was no successor to Open Solutions.

21 MR. WAMPLER: There was no successor to Open Solutions.

22 JUDGE RILEY: There's just some kind of a void here.

1           MR. HUTTENHOWER:  As I said, I don't know what exactly  
2 happened to Open Solutions other than what I saw in the  
3 Secretary of State web site and, you know, whether they went  
4 into a bankruptcy or what --

5           MR. WAMPLER:  No bankruptcy.

6           MR. HUTTENHOWER:  -- what they did but --

7           MR. WAMPLER:  I signed papers to dissolve the entity in  
8 2009.

9           JUDGE RILEY:  Is there a dissolution or a winding up or a  
10 --

11          MR. WAMPLER:  The dissolution basically had the general  
12 notices that went out, all that stuff.  Again AT&T is just too  
13 big to pay attention.

14          MR. HUTTENHOWER:  I guess in terms of --

15          MR. WAMPLER:  Including the fact that all of the mail  
16 correspondence on here has been between Netrix, signed to  
17 Netrix, e-mailed back by AT&T to Netrix.

18          MR. HUTTENHOWER:  And I guess what I have in front of me  
19 in the initial complaint is a contract that appears to have been  
20 executed by Mr. Wampler and by AT&T in April, 2009 for a  
21 three-year term for a number of circuits, one of which is the  
22 circuit that's at issue in this case, so that at least under

1 this contract that started in April, 2009, three years, expired  
2 in April, 2012, and a month or two thereafter is when the rate  
3 change occurred, to which Mr. Wampler makes reference.

4 JUDGE RILEY: Though on a contract at that point what  
5 would be the effect of a rate change?

6 MR. HUTTENHOWER: And the contract -- I don't know if this  
7 is the same contract Mr. Wampler is referring to. The contract  
8 does contain a provision that talks about giving 30 days notice  
9 of changes in terms and conditions but it also has -- the  
10 preceding sentence says: At the end of the term of this  
11 contract the rates will go to whatever the month to month rate  
12 is under the tariff automatically.

13 JUDGE RILEY: That would still bind the party to the  
14 contract?

15 MR. HUTTENHOWER: You know, that -- I would say that there  
16 is an issue between the sentence that says the rates  
17 automatically change at the end of the term and the other  
18 sentence that says we will give you notice of the terms if there  
19 is a change in terms.

20 JUDGE RILEY: My concern is it sounds like the contract  
21 has expired.

22 MR. HUTTENHOWER: The contract expires, which is why the

1 rates went up.

2 JUDGE RILEY: All right.

3 MR. WAMPLER: When the rates went up we canceled the  
4 service and they continued to bill it at the tariff rate, and  
5 there are ten other circuits that are still active on this  
6 contract that they continue to bill at the contract rate.

7 JUDGE RILEY: All right. What I need to know, though, Mr.  
8 Huttenhower, you stated that it was Mr. Wampler who signed the  
9 contract?

10 MR. HUTTENHOWER: Yes. It's one -- it says he signed. It  
11 doesn't have the satisfaction of --

12 MR. WAMPLER: No, I didn't. I would be the first to -- I  
13 would be the first to tell you I signed the contract.

14 JUDGE RILEY: No, did he sign it as an individual or as an  
15 officer or director of a company?

16 MR. HUTTENHOWER: Some director -- his title on the  
17 agreement is Director of Engineering for Open Solutions, Inc.

18 JUDGE RILEY: All right. Then that was in '09.

19 MR. HUTTENHOWER: Yes.

20 JUDGE RILEY: And right around the time that Open  
21 Solutions dissolved.

22 MR. WAMPLER: And again Open Solutions has not written a

1 check to AT&T since 2006. It just took that duration to  
2 effectively wind up Open Solutions' business and dissolve the  
3 entity.

4                   Again even on the contract would be the e-mail  
5 address, Mr. Huttenhower.

6           MR. HUTTENHOWER: It's Mr. J. Wampler and Netrix LLC dot  
7 com.

8           JUDGE RILEY: Well, the first thing that's going to have  
9 to be done is I'm going to have to either get a withdrawal of  
10 the original -- this original complaint and a re-filing, a new  
11 complaint or an amended complaint. Because, as I said, the  
12 three entities in the original entities that are on this  
13 complaint none of whom are answerable. There is no standing the  
14 complaint.

15                   Mr. Huttenhower, what is AT&T's position right  
16 now, if it has a position?

17           MR. HUTTENHOWER: On the underlying issue, that is you  
18 know, was the higher rate appropriate once the circuit went off  
19 contract. Our answer is yes, the contract specifically says  
20 that once the term expires it can go up to the month to month  
21 rate set forth in the tariff, which is what it did.

22           MR. WAMPLER: It can it says.

1 JUDGE RILEY: Please let him finish.

2 MR. HUTTENHOWER: And then it continued to bill for a  
3 couple months at that rate until Mr. Wampler, you know, Open  
4 Solutions, Netrix, advised us no, we don't -- we can't come to  
5 terms on a renewed agreement for this circuit so cancel it, and  
6 we did.

7 MR. WAMPLER: Let's read the language. "After the  
8 expiration's pricing term AT&T may modify the rates, terms and  
9 conditions on a third of the debt" -- I'm sorry -- "rates, terms  
10 and conditions applicable to the services on 30 days notice."

11 That's what the contract says.

12 MR. HUTTENHOWER: Well, I suggest that you also look at  
13 the previous sentence. If you want to read along or if you  
14 would rather -- "For the services provided under this pricing  
15 schedule on expiration of the pricing schedule term customer  
16 will have the option to either A, cease using the services,  
17 which will require customer to take all steps required by AT&T  
18 to terminate the services or, B, continue using the services on  
19 a month to month service arrangement, during which the price and  
20 the pricing schedule will automatically be changed to the then  
21 current monthly extension rates, if any, or month to month rate,  
22 specified in the applicable tariff or guideline." And then the

1 sentence Mr. Wampler read comes after that.

2 JUDGE RILEY: Gentlemen --

3 MR. WAMPLER: "After the expiration of the pricing terms,  
4 pricing schedule term" --

5 JUDGE RILEY: Wrap this up very quickly.

6 MR. WAMPLER: -- "AT&T may, may modify."

7 JUDGE RILEY: This is the issue that's going to have to be  
8 decided at a hearing. We are not at a hearing. We haven't even  
9 decided who the parties are yet so we can argue that and debate  
10 that ad nauseam when we go to hearing.

11 I've got a matter up at 11:00 o'clock so I  
12 can't pursue this that much longer. What I'm going to say is  
13 that none of the three entities, the people or entities that are  
14 on this complaint, can bring a valid complaint, Mr. Wampler.  
15 You are going to have to file an amended complaint, sign it  
16 yourself, specify exactly what the issues are, and the only  
17 other entity that I can think of that can be on the complaint  
18 would be Open Solutions, Inc., even though they are dissolved.  
19 They are the customer that AT&T recognizes.

20 That's where we are right now.

21 MR. WAMPLER: That's fine.

22 JUDGE RILEY: But I have to have an amended complaint, and

1 again specify just as clearly as possible exactly what your  
2 issue is.

3 MR. WAMPLER: Sure.

4 JUDGE RILEY: And then as I said, when and if we go to  
5 hearing then that's when we'll argue the merits of the contract  
6 but that's -- Mr. Huttenhower, do you have anything to add?

7 MR. HUTTENHOWER: No.

8 JUDGE RILEY: That's the only way right now --

9 MR. HUTTENHOWER: I mean I agree that it would be helpful  
10 for an amendment to know who the --

11 JUDGE RILEY: Well, that's exactly right but Mr. Wampler  
12 as one of the principles of both Netrix and formerly of Open  
13 Solutions, Inc., he would be the one to sign the complaint.

14 MR. WAMPLER: That's fine.

15 JUDGE RILEY: So, okay. Then I'm going to leave it at  
16 that then. I don't know. Will 30 days be enough time for you  
17 to do an amended complaint on file?

18 MR. WAMPLER: Sure.

19 JUDGE RILEY: All right. And we file this in place where  
20 the original complaint was filed, the chief office of the chief  
21 clerk in Springfield.

22 MR. WAMPLER: Sure.

1 JUDGE RILEY: Now, do we want to do another status or do  
2 we want to go right to hearing? Well, depending on what's in  
3 the complaint.

4 MR. HUTTENHOWER: We could do another status. We can do  
5 it telephonically if we think it's just going to be picking a  
6 date for the hearing.

7 JUDGE RILEY: Right.

8 MR. WAMPLER: Yes, it's going to be picking a date for the  
9 hearing.

10 JUDGE RILEY: Okay. All right. We can do that. Today is  
11 14th. Can we get back together telephonically on June 12th?

12 MR. WAMPLER: June 12th?

13 JUDGE RILEY: It's a Wednesday.

14 MR. HUTTENHOWER: That's fine with me, Judge.

15 JUDGE RILEY: Nobody will be too terribly involved.

16 MR. WAMPLER: Is somebody going to send a conference  
17 bridge for that status or should I send it?

18 MR. HUTTENHOWER: I could do it.

19 JUDGE RILEY: Okay.

20 MR. HUTTENHOWER: I think your e-mail address is -- if it  
21 is what it is on this contract I know what it is.

22 MR. WAMPLER: It's been that since 2006.

1 JUDGE RILEY: Right.

2 MR. WAMPLER: And what time?

3 JUDGE RILEY: 10:00 a.m. One last request, Mr. Wampler.

4 Did you say that Diane Wampler is no relation to you?

5 MR. WAMPLER: It's an ex-wife.

6 JUDGE RILEY: All right.

7 MR. WAMPLER: Ten years removed.

8 JUDGE RILEY: Okay. That's everything that I have.

9 Anything further?

10 MR. HUTTENHOWER: Did you need to specify a date for the  
11 amended complaint? You had said 30 days.

12 JUDGE RILEY: I said 30 days.

13 MR. HUTTENHOWER: That would be before this status hearing  
14 or that would be after the status hearing. I'm sorry.

15 JUDGE RILEY: Yes, it can't be the status for -- how long  
16 do you think it will take you?

17 MR. WAMPLER: I'm actually going to have Diane prepare the  
18 complaint and I'll just have her put my information and I will  
19 sign it.

20 JUDGE RILEY: Okay. All right. We can do that probably  
21 in a couple weeks do you think?

22 MR. WAMPLER: I'm sure I will have it in a day or two.

1           JUDGE RILEY:  Okay.  All right then.  It will require a  
2 deadline so.  I'll just have to keep an eye out for the amended  
3 complaint.

4           MR. WAMPLER:  Yes.

5           JUDGE RILEY:  And then we will reconvene on June 12th and  
6 discuss what we have to discuss and find a need for hearing.

7           MR. WAMPLER:  Okay.

8           JUDGE RILEY:  All right.

9           MR. WAMPLER:  Thank you.

10          JUDGE RILEY:  Thank you very much.

11                               (Which were all the proceedings had in the  
12                               foregoing cause on this date.

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