

**COURT OF APPEALS  
DECISION  
DATED AND FILED**

**August 10, 2010**

A. John Voelker  
Acting Clerk of Court of Appeals

**NOTICE**

This opinion is subject to further editing. If published, the official version will appear in the bound volume of the Official Reports.

A party may file with the Supreme Court a petition to review an adverse decision by the Court of Appeals. See WIS. STAT. § 808.10 and RULE 809.62.

**Appeal No. 2008AP1830**

**Cir. Ct. No. 2006CV8092**

**STATE OF WISCONSIN**

**IN COURT OF APPEALS  
DISTRICT I**

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**MBS-CERTIFIED PUBLIC ACCOUNTANTS, LLC  
AND THOMAS H. SCHMITT, CPA,  
D/B/A METROPOLITAN BUSINESS SERVICES,**

**PLAINTIFFS-APPELLANTS-CROSS-RESPONDENTS,**

**v.**

**WISCONSIN BELL INC., D/B/A AT&T WISCONSIN,**

**DEFENDANT-RESPONDENT,**

**ILD TELECOMMUNICATIONS, INC.,  
D/B/A ILD TELESERVICES,  
AMERICATEL CORPORATION AND  
LOCAL BIZ USA, INC.,**

**DEFENDANTS-RESPONDENTS-CROSS-APPELLANTS,**

**US CONNECT, LLC,**

**DEFENDANT.**

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APPEAL and CROSS-APPEAL from orders of the circuit court for Milwaukee County: RICHARD J. SANKOVITZ, Judge. *Affirmed.*

Before Curley, P.J., Brennan and Lundsten, JJ.

¶1 CURLEY, P.J. MBS-Certified Public Accountants, LLC, and Thomas H. Schmitt, CPA, d/b/a Metropolitan Business Services (unless otherwise specified, collectively referred to as MBS, using the singular pronoun “it”) appeal from orders dismissing their claims under WIS. STAT. §§ 100.207, 100.18, and the Wisconsin Organized Crime Control Act (WOCCA), *see* WIS. STAT. §§ 946.80–946.88 (2007-08).<sup>1</sup> MBS argues that the trial court erred when it dismissed MBS’s damages claims based on its application of the voluntary payment doctrine. ILD Telecommunications, Inc., d/b/a ILD Teleservices (ILD) cross-appeals, arguing that the trial court erred when it concluded that MBS could state a claim against ILD for violating § 100.207(2). ILD further asserts that MBS cannot state a claim under § 100.207(3) because it is not a “consumer.” Because we conclude that the voluntary payment doctrine precludes MBS from recovering damages for its payment of allegedly unlawful fees and affirm the trial court’s order dismissing its lawsuit, we need not address ILD’s cross-appeal. *See Gross v. Hoffman*, 227 Wis. 296, 300, 277 N.W. 663 (1938) (unnecessary to decide nondispositive issues).

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<sup>1</sup> The underlying lawsuit in this matter was filed in 2006. Because the current version of the statutory sections cited in this opinion are the same in all relevant respects, all references to the Wisconsin Statutes are to the 2007-08 version unless otherwise noted.

## I. BACKGROUND.

¶2 MBS, on behalf of a putative class, brought an action to recover monetary damages from and injunctive relief against various telecommunications companies, based on allegations that the companies wrongfully billed unauthorized services (a practice known as “cramming”) to Wisconsin consumers. In its complaint, MBS alleged that companies engaged in cramming “routinely insert relatively small, unauthorized charges into consumers’ telephone bills, with the expectation that they will not notice the charges and, therefore, will unwittingly pay them.”

¶3 MBS named three categories of defendants: (1) service providers (i.e., internet/web hosting; nationwide directory assistance; international calling plans), which start the cramming process by generating charges for unauthorized services; (2) billing aggregators or consolidators, such as ILD, which consolidate unauthorized charges and forward them on to local exchange carriers; and (3) local exchange carriers, such as Wisconsin Bell, Inc., d/b/a AT&T Wisconsin (Wisconsin Bell), which incorporate the unauthorized charges into consumers’ telephone bills.<sup>2</sup> MBS alleged five causes of action: violation of WIS. STAT. § 100.207; violation of WIS. STAT. § 100.20(5); violation of WIS. STAT. § 100.18; violation of WOCCA; and unjust enrichment.<sup>3</sup> Initially, MBS sought both monetary and injunctive relief; however, MBS later voluntarily dismissed its claim for injunctive relief.

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<sup>2</sup> While this appeal was pending, two of the alleged service providers, AmericaTel Corp. and Local Biz, were dismissed.

<sup>3</sup> The trial court dismissed MBS’s claims under WIS. STAT. § 100.20(5) and for unjust enrichment. MBS does not challenge the dismissal of these claims.

¶4 Wisconsin Bell and ILD moved to dismiss MBS’s claims on multiple grounds, among them that MBS’s claims were barred by the voluntary payment doctrine.<sup>4</sup> After entertaining argument, the trial court determined that the voluntary payment doctrine barred MBS’s recovery and accordingly, granted the motion to dismiss for purposes relevant to this appeal. MBS now appeals and ILD cross-appeals.

## II. ANALYSIS.

¶5 A motion to dismiss for failure to state a claim tests the legal sufficiency of the complaint and presents a question of law that we review *de novo*.<sup>5</sup> *Wausau Tile, Inc. v. County Concrete Corp.*, 226 Wis. 2d 235, 245, 593 N.W.2d 445 (1999). “The facts set forth in the complaint must be taken as true and the complaint dismissed *only if it appears certain that no relief can be granted under any set of facts that the plaintiff[] might prove in support of [the] allegations.*” *Northridge Co. v. W.R. Grace & Co.*, 162 Wis. 2d 918, 923, 471 N.W.2d 179 (1991) (emphasis added). Because the application of the voluntary

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<sup>4</sup> MBS does not dispute that it paid the allegedly unauthorized charges for fourteen months without protest.

<sup>5</sup> The parties agreed that the telephone bills could be considered on the basis that they were specifically referenced and thereby incorporated into the complaint. The record is not clear regarding whether the motions to dismiss were converted to motions for summary judgment. Notwithstanding, the parties appear to agree that we should treat the motions as motions to dismiss. For purposes of this appeal, we need not resolve whether the trial court could have considered the telephone bills referenced in the complaint without converting the motion to dismiss into one for summary judgment. See *Gross v. Hoffman*, 227 Wis. 296, 300, 277 N.W. 663 (1938) (unnecessary to decide nondispositive issues).

payment doctrine precludes MBS from recovering monetary damages, we conclude that dismissal of MBS's complaint was warranted.<sup>6</sup>

¶6 “The voluntary payment doctrine places upon a party who wishes to challenge the validity or legality of a bill for payment the obligation to make the challenge either before voluntarily making payment, or at the time of voluntarily making payment.” *Putnam v. Time Warner Cable of Se. Wis.*, 2002 WI 108, ¶13, 255 Wis. 2d 447, 649 N.W.2d 626 (citing 66 Am. Jur. 2d *Restitution and Implied Contracts* § 108 (2001) (“The rule is well settled that a person cannot recover money that he or she has voluntarily paid with full knowledge of all of the facts and without fraud, duress, or extortion in some form, and that no action will lie to recover the voluntary payment.”)). “The doctrine has been applied in several diverse contexts to preclude actions to recover payments that parties paid voluntarily, with full knowledge of the material facts, and absent fraud or wrongful conduct inducing payment.” *Id.* (citation omitted). In this context, voluntariness “goes to the willingness of a person to pay a bill *without protest as to its correctness or legality.*” *Id.*, ¶15. The three recognized exceptions to the doctrine's applicability are fraud, duress, and mistake of fact. *Butcher v. Ameritech Corp.*, 2007 WI App 5, ¶15, 298 Wis. 2d 468, 727 N.W.2d 546.

¶7 Two key reasons support Wisconsin's adoption of the voluntary payment doctrine: (1) it “allows entities that receive payment for services to rely upon these funds and to use them unfettered in future activities”; and (2) it “operates as a means to settle disputes without litigation by requiring the party

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<sup>6</sup> MBS stipulated to the dismissal of its claims for declaratory and injunctive relief against Wisconsin Bell and ILD, leaving only its claims seeking monetary damages.

contesting the payment to notify the payee of its concerns.” *Putnam*, 255 Wis. 2d 447, ¶16. Upon receiving “such notification, a payee who has acted wrongfully can react to rectify the situation.” *Id.*

¶8 MBS argues that the trial court erred when it applied the voluntary payment doctrine to dismiss all of its damages claims. First, MBS relies on the principle that the objective of statutory interpretation is to discern the intent of the legislature and advance the legislative purpose, *see Estate of Capistrant v. Froedtert Mem’l Lutheran Hosp.*, 2003 WI App 213, ¶5, 267 Wis. 2d 455, 671 N.W.2d 400, which MBS asserts was to prohibit cramming, *see* WIS. STAT. § 100.207(3), and make it unlawful to include “false, misleading or deceptive” statements or representations in telephone bills, *see* § 100.207(2). MBS contends that applying the voluntary payment doctrine in this context would enable Wisconsin Bell and ILD to circumvent liability for conduct that the legislature sought to prohibit. It writes:

Given the deceptive nature of the illegal billing schemes alleged here, it would be contrary to the express purpose of WIS. STAT. § 100.207 to allow [Wisconsin Bell and ILD] to engage in the very conduct that the legislature prohibited, only to avoid statutory liability for damages because their deceptive conduct has had the desired effect—namely, to cause customers unknowingly to pay unauthorized charges.

¶9 We note, however, that “[t]he [voluntary payment] doctrine presupposes mistaken or wrongful conduct by the payee.” *Putnam*, 255 Wis. 2d 447, ¶35. The *Putnam* court considered creating an additional exception to the voluntary payment doctrine to preclude a private entity engaging in wrongful conduct from “avail[ing] itself of the ... doctrine to block claims derived from the wrongful conduct” and decided against doing so. *Id.*, ¶¶22-23; *see Butcher*, 298 Wis. 2d 468, ¶17 (discussing *Putnam*). This court is bound by *Putnam* and its

progeny. *See Cook v. Cook*, 208 Wis. 2d 166, 189-90, 560 N.W.2d 246 (1997) (court of appeals may not overrule, modify or withdraw language from a previously published decision). Therefore, we cannot create an additional exception to the voluntary payment doctrine that would preclude Wisconsin Bell and ILD from using the doctrine to block MBS's claims. *See Putnam*, 255 Wis. 2d 447, ¶35 ("The legislature has the power to create additional exceptions to the voluntary payment doctrine in particular circumstances."); *see also Butcher*, 298 Wis. 2d 468, ¶23 ("The supreme court, not this court, is the proper court to decide if the services involved in this case, in themselves, warrant an exception to the voluntary payment doctrine.").

¶10 Next, MBS submits that allowing Wisconsin Bell and ILD to avoid paying damages based on the voluntary payment doctrine would render the damages provision found at WIS. STAT. § 100.207(6)(a)1. meaningless insofar as "[o]nly those customers who were *not* deceived by the cramming (i.e., those who noticed the deceptive charges before paying their telephone bills, and either objected or refused to pay those charges) could bring claims for damages."<sup>7</sup> (Emphasis in brief.) MBS continues: "Indeed, if a customer noticed the charges and refused payment, what claim for damages would still exist?"

¶11 Contrary to MBS's assertions, the voluntary payment doctrine does not nullify WIS. STAT. § 100.207(6)(a)1. If a timely objection is made to an unauthorized charge and no relief ensues, the customer may pursue a claim for

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<sup>7</sup> WISCONSIN STAT. § 100.207(6)(a)1. provides: "REMEDIES AND PENALTIES. (a) 1. If a person fails to comply with this section, any person or class of persons adversely affected by the failure to comply has a claim for appropriate relief, including damages, injunctive or declaratory relief, specific performance and rescission."

damages. Requiring that the customer object to unauthorized charges in order to pursue a claim was deemed acceptable in *Putnam* and *Butcher* in the context of late-payment fees on cable television bills and the collection of sales tax on services set forth in telephone bills, respectively. See *Putnam*, 255 Wis. 2d 447, ¶3; see also *Butcher*, 298 Wis. 2d 468, ¶¶1-2.

¶12 As its third argument, MBS relies on the principle that where a statute and common law conflict, the language of the statute controls. See *Kensington Dev. Corp. v. Israel*, 139 Wis. 2d 159, 167, 407 N.W.2d 269 (Ct. App. 1987). Consequently, it asserts that “applying the voluntary payments doctrine to require [MBS] to discover and refuse payment of unauthorized charges, or to pay those charges ‘under protest,’ conflicts with WIS. STAT. § 100.207, as it effectively writes a ‘protest’ requirement into the statute where none exists.” To support its argument, MBS relies on an erroneous reading of *Butcher*. It submits: “In *Butcher*, this Court stated that the voluntary payment[] doctrine would *not* preclude a claim under a statute, where that statute (like WIS. STAT. § 100.207) did not contain a protest requirement.” (Emphasis in brief.) *Butcher* does not support MBS’s position in this matter.

¶13 The plaintiffs in *Butcher*, like MBS, argued that the statute at issue did not contain a protest requirement and based on the absence of such a requirement, asserted that the legislature did not intend the voluntary payment doctrine to apply. See *id.*, 298 Wis. 2d 468, ¶31. The *Butcher* court disagreed and explained that the voluntary payment doctrine could still apply despite the lack of a statutory protest requirement:

WISCONSIN STAT. § 77.59(4)(a) authorizes a taxpayer to file with DOR a claim for a refund for taxes paid to the seller if the claim is for at least fifty dollars. Plaintiffs point out that this section does not include a



protest requirement and they argue that this shows the legislature intended that the voluntary payment doctrine not apply to actions such as this to recover from the seller. We do not agree. Section 77.59(4)(a) expresses the legislature's intent that a taxpayer need not protest the tax when paying it in order to recover a refund under the procedure established in § 77.59(4)(a). *The statute expresses no intent and no policy judgment on whether the common law voluntary payment doctrine should apply in a court action outside the statutory scheme.*

*Butcher*, 298 Wis. 2d 468, ¶31 (footnote omitted; emphasis added); *see also id.*, ¶31 n.9. Indeed, the court went on to dismiss the plaintiffs' claims pursuant to the voluntary payment doctrine. *Id.*, ¶32. Following *Butcher*, we conclude that application of the voluntary payment doctrine does not conflict with WIS. STAT. § 100.207 despite the lack of a protest requirement.

¶14 MBS further contends that the trial court erred when it held that the legislature needed to abrogate the voluntary payment doctrine when it enacted the statutes at issue. This argument also fails.

¶15 In this regard, we, like the trial court, are persuaded by *Fuchsgruber v. Custom Accessories, Inc.*, 2001 WI 81, 244 Wis. 2d 758, 628 N.W.2d 833. The *Fuchsgruber* court held that in the absence of an unequivocal statement to the contrary, a statute will not trump common law:

It is axiomatic that a statute does not abrogate a rule of common law unless the abrogation is clearly expressed and leaves no doubt of the legislature's intent. Statutes in derogation of the common law are strictly construed. A statute does not change the common law unless the legislative purpose to do so is clearly expressed in the language of the statute. To accomplish a change in the common law, the language of the statute must be clear, unambiguous, and preemptory.

*Id.*, ¶25 (citations omitted). We agree with the trial court's conclusion that if the legislature had intended to "abrogate" the voluntary payment doctrine, it needed to

do so expressly when it enacted the statutes at issue. MBS has not directed us to any language to this effect. We note that the legislature has not amended WIS. STAT. § 100.18, the statute at issue in *Putnam*, to address the application of the voluntary payment doctrine. “Where a law passed by the legislature has been construed by the courts, legislative acquiescence in or refusal to pass a measure that would defeat the courts’ construction is not an equivocal act.” *Zimmerman v. Wisconsin Elec. Power Co.*, 38 Wis. 2d 626, 633-34, 157 N.W.2d 648 (1968).

¶16 MBS argues that a holding that the voluntary payment doctrine applies to preclude the claims at issue here would amount to a radical change in Wisconsin law that will effectively vitiate the remedial provisions of many Wisconsin statutes. [[Text omitted.]] However, as we have already demonstrated, we do not make new law here, but instead apply established law to the facts. Indeed, Justice Bablitch’s dissent in *Putnam* makes essentially the same point that MBS does here, namely, that requiring customers to challenge improper charges imposes an unreasonable burden on them [text omitted]. See *Putnam*, 255 Wis. 2d 447, ¶61 (Bablitch, J. concurring in part, dissenting in part).<sup>8</sup> But of course the *Putnam* majority rejected that view.

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<sup>8</sup> Justice Bablitch wrote:

Why should a customer protest the payment of a fee if it has no reason at the time of payment to believe that it is unreasonable and/or unconscionable? If that is the law, and the majority says it is, then all payees of all late fees pursuant to prior agreements regarding late fee payments, whether to banks, credit cards, bills for services, and the like, must automatically protest at the time of payment or lose the right to contest it. That is, of course, absurd. Yet it is the requirement set out by the majority.

*Putnam v. Time Warner Cable of Se. Wis.*, 2002 WI 108, ¶61, 255 Wis. 2d 447, 649 N.W.2d 626 (Bablitch, J. concurring in part, dissenting in part).

¶17 Having determined that the voluntary payment doctrine applies, we must now consider whether any of the exceptions—i.e., fraud, duress, and mistake of fact—come into play. See *Butcher*, 298 Wis. 2d 468, ¶15. MBS does not allege that it paid its bills as a result of duress or mistake of fact. As a result, the trial court reviewed the bills to determine whether the fraud exception applied. The court concluded that no reasonable jury could find that the charges at issue were fraudulently concealed from MBS.<sup>9</sup> MBS argues that “whether the fraud exception applies is a question for the finder of fact to make” and submits that, regardless of whether Wisconsin Bell’s and ILD’s motions are treated as motions to dismiss or for summary judgment, it was improper for the trial court to decide a disputed question of fact—i.e., whether certain charges contained in the telephone bills were sufficiently deceptive as a matter of law to support a fraud claim. We disagree.

¶18 In *Meyer v. The Laser Vision Institute*, 2006 WI App 70, 290 Wis. 2d 764, 714 N.W.2d 223, the court explained that the question of whether a document is deceptive or misleading “need only be sent to the trier of fact where there are facts alleged or reasonable inferences that can be drawn from those facts that could form the basis for a ... claim.” *Id.*, ¶14. In addition, both *Putnam* and *Butcher* rejected, at the pleadings stage, conclusory allegations in support of exceptions to the voluntary payment doctrine. *Putnam*, 255 Wis. 2d 447, ¶20 (holding plaintiffs’ allegations of fraud did not support the fraud exception to the

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<sup>9</sup> The trial court found that certain U.S. Connect “MONTHLY SVCS” charges were “vague enough and ambiguous enough ... that even a reasonably attentive person looking at this might not understand exactly whether this was authorized or not,” such that the fraud exception to the voluntary payment doctrine may have applied. Those charges are not at issue on appeal. MBS’s claims relate only to ILD and Local Biz charges, which, the trial court found, could not form the basis for a fraud claim.

voluntary payment doctrine where the challenged fee clearly appeared on the bills); *Butcher*, 298 Wis.2d 468, ¶¶21, 29 (concluding that the amended complaint, including the attached bills, did not contain allegations of facts, including reasonable inferences from those facts, that the plaintiffs paid the unauthorized taxes because of duress or a mistake of fact).

¶19 To support a fraud claim, MBS needed to allege the following: (1) Wisconsin Bell and ILD made a factual representation; (2) which was untrue; (3) Wisconsin Bell and ILD either made the representation knowing it was untrue or made it recklessly without caring whether it was true or false; (4) Wisconsin Bell and ILD made the representation with intent to defraud and to induce another to act upon it; and (5) MBS believed the statement to be true and relied on it to its detriment. *See Kaloti Enters., Inc. v. Kellogg Sales Co.*, 2005 WI 111, ¶12, 283 Wis. 2d 555, 699 N.W.2d 205. As stated by the trial court, MBS’s complaint implied that MBS “unwittingly relied on a statement implicit in the bills themselves, that is, that the charges had somehow been authorized by [MBS].” The court explained: “If [MBS was] unable to identify the unauthorized charges because of some deceptive manner in which they were included in the bills, and therefore they did not take notice and did not, in fact, notice the unauthorized charges, the plaintiffs may have justifiably relied on the bills in being accurate in making their payments.”

¶20 Having independently reviewed MBS’s claims and the charges involved, we agree with the trial court’s assessment that the clarity of the

statements on the bills calls into question MBS's ability to form the basis for a fraud claim.<sup>10</sup> As explained by the trial court:

If [customers] don't read [their bills], I think they're out of luck. It's not that these bills are impossible to read. I don't think that they're presented to people who are incapable of reading, and therefore, I think they need to be read.

If they were printed in such tiny font that they could not physically be read by the naked eye, that might be the problem, but even with my poor eyesight, I could read the bills....

....

... The only question is if you read them, can you understand whether or not you authorized those charges? Given the rather specific and explicit nature of the charge, I do not believe a reasonable trier of fact could infer that a reasonable customer would have been deceived into believing that he or she or it had somehow authorized those services.

To the contrary the charges were stated with sufficient particularity that a reasonable customer would be startled to find such a charge on the bill.

The trial court further noted that “[customers] would know whether they had ordered a listing in [a national] directory or whether they had ordered internet services or ordered a calling plan for calling in a Spanish speaking country....” We see no error in the trial court’s conclusion. *See Kaloti Enters., Inc.*, 283 Wis. 2d 555, ¶12 (A necessary element to support a fraud claim is that “the plaintiff believed the statement to be true and relied on it to his/her detriment.”) (citation omitted).

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<sup>10</sup> A sample bill reflecting the type of charge at issue is attached to this opinion.

¶21 Consequently, we conclude that MBS’s claims were correctly dismissed by the trial court. Because our decision affirming the trial court’s dismissal is dispositive, we need not address the issues ILD raises in its cross-appeal.<sup>11</sup> See *State v. Blalock*, 150 Wis. 2d 688, 703, 442 N.W.2d 514 (Ct. App. 1989) (“[C]ases should be decided on the narrowest possible ground.”).

*By the Court.*—Orders affirmed.

Not recommended for publication in the official reports.

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<sup>11</sup> Likewise, because we affirm the dismissal of MBS’s claims based on the voluntary payment doctrine, we need not address the alternative grounds for affirmance argued by ILD and Wisconsin Bell. See *Gross*, 227 Wis. at 300.



METROPOLITAN BUSINESS SER  
 VICE  
 10617 W OKLAHOMA AV  
 WEST ALLIS, WI 53227-4152

Page 1 of 8  
 Account Number 414 328-4678 627 0  
 Billing Date Aug 28, 2004  
 Web Site www.sbc.com  
 Invoice Number 414328467808

Jul 29 - Aug 28, 2004

**Bill At-A-Glance**

Previous Bill	139.79
Payment	.00
Adjustments	139.79CR
Past Due - Please Pay Immediately	.00
Current Charges	352.32
<b>Total Amount Due</b>	<b>\$352.32</b>
Current Charges Due in Full By	Sep 20, 2004

**Billing Summary**

Questions? Call:

SBC Local Services 1-800-660-3000	143.95
Repair Service: 1-800-727-2273	
For more information on products and services call 1-800-660-3000	
SBC SMART Yellow Pages 1-800-647-9000	131.00
ILD Teleservices, Inc. 1-800-433-4518	37.75
SBC Long Distance 1-800-660-3000	39.62
<b>Total of Current Charges</b>	<b>352.32</b>

**News You Can Use - Summary**

- AVOID DISCONNECTION
  - LONG DISTANCE INFO
  - ATTN: TELEMARKEETERS
  - SPECIAL NEEDS CENTER
- See 'News You Can Use' for additional information.

**Detail of Payments and Adjustments**

Item No.	Date	Description	Adjustments	Payments
1	8-13	Monthly Service	139.79CR	
2	8-24	Pages Plus(R) Advertising Adj.	.01	
3	8-25	Pages Plus(R) Advertising Adj.	.01CR	
Totals			139.79CR	.00

**SBC Local Services**

**Monthly Service - Aug 28 thru Sep 27**

<b>Charges for 414 328-4678</b>	
Monthly Charges	23.05
Federal Access Charge	5.06
<b>Charges for 414 327-4623</b>	
Monthly Charges	24.35
Federal Access Charge	5.06
<b>Charges for 414 328-3871</b>	
Monthly Charges	8.90
Federal Access Charge	5.06
<b>Charges for 414 328-4232</b>	
Monthly Charges	5.40
Federal Access Charge	5.06
<b>Charges for 414 328-4679</b>	
Monthly Charges	8.15
Federal Access Charge	5.06
<b>Charges for 414 329-2798</b>	
Monthly Charges	5.40
Federal Access Charge	5.06
<b>Charges for 414 329-2886</b>	
Monthly Charges	5.40
Federal Access Charge	5.06
<b>Total Monthly Service</b>	<b>123.33</b>

**Local Calls**

578 Call(s) were placed with your Measured Line  
 600 Call(s) were allowed

**Extended Community Calling**

No.	Date	Time	Place Called	Number	Code	Min	
1	8-04	824N	INACTE	MT 262 598-4114	D	1	.05

Local Services provided by SBC Illinois, SBC Indiana, SBC Michigan,  
 SBC Ohio or SBC Wisconsin based upon the service address location.

**CONFIDENTIAL**  
**AT&T 000191**



METROPOLITAN BUSINESS SER  
VICE  
10317 W OKLAHOMA AV  
WEST ALLIS, WI 53227-4152

Page 3 of 8  
Account Number 414328-4678 627 0  
Billing Date Aug 28, 2004  
Questions? 1-800-433-4518  
Invoice Number 414328467808

**Important Information**

This portion of your SBC bill is provided as a courtesy service to the above company. Please review all charges carefully - they may include those of a service provider not shown on a previous bill. In addition, nonpayment of toll charges may result in disconnection of local service, and other services may be restricted if not paid. Unpaid accounts also may be subject to collection action. If you have questions about any of the charges appearing on this page, please call the number shown above.

**Current Charges**

**Miscellaneous Charges and Credits**

This section of the bill reflects charges and/or credits applied to your account.

**Local Biz USA**

No.	Date	Description	
1	07-28	INTERNET SERVICES MONTHLY FEE	34.95

**Taxes**

Federal at 3%	1.05
State at 5%	1.75
<b>Total Taxes</b>	<b>2.80</b>

**Total ILB Telecommunications, Inc. Charges 37.75**

**CONFIDENTIAL  
AT&T 000193**