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November 23, 1998

FILED

DEC 2 1998

Missouri Public
Service Commission

Mr. Dale Roberts, Secretary
Missouri Public Service Commission
P. O. Box 360
Jefferson City, MO 65102

TC-99-248

Dear Mr. Roberts:

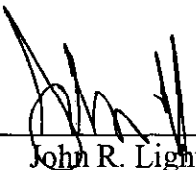
Enclosed please find for filing an original and 14 copies of a Complaint against GTE filed on behalf of Digital Internet Access Link, Inc. ("Dialnet").

Thank you for your courtesies.

Yours sincerely,

BAIRD, LIGHTNER & MILLSAP, P.C.

By


John R. Lightner

JRL/sa
Enclosures
c.c. Mr. Tim Hite

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BEFORE THE PUBLIC SERVICE COMMISSION OF THE
STATE OF MISSOURI

FILED
DEC 2 1998
Public Service Commission

Digital Internet Access Link, Inc.)
Complainant,)

vs)

Case No. TC-99-248

GTE)
Respondent)

COMPLAINT

Complainant resides at 300 South Jefferson, Suite 514, Springfield, MO 65806, phone number (417) 873-3425.

1. Respondent, GTE of Missouri, is a public utility under the jurisdiction of the Public Service Commission of the State of Missouri.

2. As the basis for this complaint, complainant states the following facts:

Throughout the course of more than 2 years of continuous association between complainant and respondent, complainant has consistently received an inferior grade of service from respondent. This inferior service has occurred in the following areas:

Installation - On or around 7/24/96 complainant did suffer delays in excess of 2 weeks during a line installation in Branson, MO, due to incompetent work from respondent. Further delays on this particular project were created by inadequate facilities on the part of respondent. Additional delays were also incurred due to inefficiency of communications between respondent and Southwestern Bell Telephone of Missouri. On each of the remaining circuits that complainant has purchased from respondent there have been notification from respondent that the due date would not be honored. Complainant has been forced to threaten formal complaint procedures in each of those cases to get respondent to comply with due date for installation.

Service - Amongst the circuits that complainant has purchased from respondent, the amount and frequency of outages on the leased line digital circuits in GTE territory has been excessive. Complainant has purchased more circuits from Southwestern Bell Telephone than from respondent, but the digital circuits provided by respondent have had in excess of 50 problems or outages compared to one from Southwestern Bell Telephone. When calculating the differences in the number of circuits, the ratio of problems per line is

many times higher in the respondent's territory than in the territory of Southwestern Bell Telephone. Complainant has kept detailed records to prove that respondent has provided inferior service during the course of the relationship with complainant. (See Attachment A for listing for addresses where utility service was rendered.)

Problem Resolution - Respondent has modified their problem tracking system such that consumers no longer are assigned a unique trouble ticket number on each problem report. Without this information, it has become next to impossible to keep an accurate record of when and how each problem was resolved. Further, respondent has routinely suggested, as the first course in any trouble investigation, that the problem is with the Customer Premise Equipment (CPE) without any substantiating evidence. It is then, in all cases to date, later determined that CPE was not the source of the problem. This has resulted in multiple wasted trips on the part of complainant to replace non-defective equipment prior to respondent being willing to do any further work. On one occasion, respondent has admitted in their logs for circuit number 49.QGDA.011739..GTMO that the problem resolution on several occasions has been to "unplug the card and plug it back in". When a circuit has had numerous outages and is an ongoing problem for complainant, the solution that involves removing a card and then placing that same possibly defective card back into service is far less than satisfactory. As a service provider ourselves, when we have defective equipment, we replace equipment, not reset and then place the equipment back into service.

Billing - On multiple occasions respondent has failed to keep accurate records of billing contacts for various leased circuits and has as a result either lost or misdirected billings for extended periods of time. When the problem is finally rectified, respondent then places the burden of rectification entirely on the complainant. On multiple occasions respondent has failed to bill accurately and has billed complainant for services not rendered. In multiple cases, services have been billed that were canceled months prior. Respondent places the burden of rectification of billing matters entirely on the complainant.

Record Keeping - On multiple occasions' complainant has attempted to contact respondent about circuits in the respondent's care. On several occasions, it has been difficult if not impossible to trace the circuit using the circuit ID provided directly from billing information. It would appear that not all portions of respondent's contact facilities are privy to information concerning circuit IDs. On several occasions the ID may be found by the EPG section of respondent, while the normal leased circuit contact

facilities will claim to not be able to find the circuit ID. Such confusion over their own circuit ID numbers has caused complainant hours of extra delay in problem resolution such as during the 9/17/98 outage with a frame relay circuit in respondent's care.

Anti-Competitive Actions - On multiple occasions respondent's employees have advised complainant's customers that reported trouble with connections was due to complainants' equipment and have stated that complainant's customer would not have problems if connected to respondents' Internet service. Respondent sales representatives have stated that they do not allow co-location of ISP equipment in their Operations Centers even after complainant found that "Internet Partners of America" was co-located in the Springfield, MO Operations Center. When told of this, respondents' employee asked how this information was obtained as it was secret and classified. Several chronic and systematic outages that have occurred and continue to occur from the Branson, MO, Central Office suggest that there may be possible sabotage from respondents' employees toward complainant. On many occasions complainant has had to enlist the help of Mr. James Stock, who is employed by the Missouri Public Service Commission, to intervene on complainant's behalf to alleviate outages and service complaints. Without this intervention respondent was refusing to correct the problem(s) in question.

3. The complainant has attempted to present these problems to the respondent in multiple ways. Complainant has attempted to settle problems with complainant's sales representative in respondent's company. Complainant has attended at least one Public Service Commission hearing to bring forth this information in the presence of respondent. Complainant has raised these issues with the local and national support agencies for respondent.

WHEREFORE, Complainant now requests the following relief:

1. The respondent be made to improve their service to an acceptable standard.
2. Respondent pay damages to complainant for outages, loss of service, damage to credibility, loss of revenue, over-billing, legal fees, and loss of time recording, tracking, administrating outages, and following up on billing errors and outages.
3. Respondent make a public apology to complainant regarding the inferior service delivered and hardship that has been placed upon complainant.
4. Respondent pay damages to complainant for blatant anti-competitive actions taken against complainant.

Attachment A:

Aurora Community Hospital
500 Porter
Aurora, MO 65605

Computer Shop
HCR Box 4574
Branson West, MO 65737

Digital Design Studio
180 Claremont
Branson, MO 65616

Darrell Poteet
Rt. 3 Box 508-1
Kimberling City, MO 65686

Sequel Corp. Div. Of SRC
300 Industrial Dr.
Willow Springs, MO 65793

Seven Oars Management
One Purdy Neat Place
Aurora, MO 65738

West Vue Nursing Home
210 Davis Drive
West Plains, MO 65775

DIGITAL INTERNET ACCESS LINK, INC.

By Timothy H. Hite, President

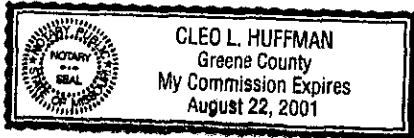
ATTEST:

[Signature]
Secretary

Subscribed and sworn to before me this 20 day of Nov, 1998.

[Signature]
Notary Public

My commission expires: _____



BAIRD, LIGHTNER & MILLSAP, P.C.

By [Signature]
JOHN R. LIGHTNER

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ATTORNEYS FOR COMPLAINANT