

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

Eminent Network Technologies, Inc.
d/b/a Interlinc.net,

Complainant,

v.

CenturyTel of Missouri, LLC
and
Spectra Communications Group, LLC
d/b/a CenturyTel,

Respondents

Case No. _____

COMPLAINT

COMES NOW Eminent Network Technologies, Inc. d/b/a Interlinc.net ("Eminent" or "Complainant"), by its undersigned counsel, and pursuant to Sections 386.320, 386.330, 386.390, 386.400, 392.200, 392.240, 392.350, 392.360, and 392.470, RSMo, and 4 CSR 240-2.070, states as follows for its Complaint against CenturyTel of Missouri, LLC ("CenturyTel") and Spectra Communications Group, LLC, d/b/a CenturyTel ("Spectra"), collectively "Respondents" or "CenturyTel":

NATURE OF THE COMPLAINT

This Complaint is brought to ask the Missouri Public Service Commission to immediately order CenturyTel of Missouri, LLC and/or Spectra Communications Group, LLC, d/b/a CenturyTel not to terminate or interrupt the provision of telecommunications services to Eminent Network Technologies, Inc. d/b/a Interlinc.net, as CenturyTel has threatened to do on or after April 10, 2005, pending the Commission's determination in the instant complaint. This Complaint also requests an investigation by the Staff of the Commission into the

issues in dispute between the parties and seeks a determination by the Commission of the amount legitimately due and owing by Complainant to Respondents under Respondents' tariffs on file with this Commission, since Respondents themselves have proven consistently and continuously unable to accurately bill Complainant.

In recent months, the processes of internal review by Respondents and negotiations between Complainant and Respondents have resulted in more than \$70,000 of credits to Complainant against amounts that had previously been billed by Respondents to Complainant, amounts that Respondents had previously asserted adamantly were due to them from Eminent. As recently as April 5, 2005, Eminent has provided additional documentation of an order to cancel certain facilities months ago that had been "lost" by Respondents. Thus, the quantification of current billing amounts remains fluid.

Although it has paid, and continues to pay, substantial amounts of money to Respondents for their services and facilities, Complainant Eminent has been erroneously billed by Respondents on a frequent and recurring basis for several years now, repeatedly being charged for facilities and services it has not ordered or, in fact, has cancelled. Complainant has repeatedly requested that Respondents correct their billing of Complainant, as detailed below.

Complainant urgently requests that the Commission, without notice or hearing as provided by Section 386.310.1, RSMo., expeditiously order CenturyTel to withdraw its threat of termination of service to Eminent, prohibit CenturyTel and/or Spectra from terminating services to Eminent, and

prohibit CenturyTel and/or Spectra from refusing to fill service orders placed by Eminent, pending resolution of this Complaint by the Commission. **Eminent also requests that the Commission order its Staff to investigate the overall billing practices and procedures of CenturyTel of Missouri and of Spectra Communications Group, LLC, d/b/a CenturyTel**, that the Commission add CenturyTel and Spectra to its investigation in Case No. TO-2005-0237, and requests other relief as detailed below.

Complainant is willing to participate in a mediation process with the goal of resolving its billing disputes with Respondents.

JURISDICTION

1. The Public Service Commission of Missouri has jurisdiction over the Respondents and the matters at issue. The Commission has general jurisdiction over Respondents as telecommunication companies, and over their telecommunications facilities, pursuant to, *inter alia*, Section 386.250, RSMo., including all powers necessary or proper to enable it to carry out fully and effectually all its regulatory purposes as provided in Section 386.040. The Commission has jurisdiction to supervise Respondents and their facilities pursuant to Section 386.320, RSMo. The Commission has jurisdiction to pursue complaints regarding unlawful conduct by telecommunications companies, such as this one against Respondents, pursuant to Sections 386.310, 386.330, 386.390, 386.400, 392.200, 392.240, 392.350, 392.360 and 392.470.1, RSMo. The Commission has authority to grant interim relief without notice or hearing

under Section 386.310.1.

2. As described in greater detail hereinbelow, Respondent CenturyTel of Missouri, LLC has threatened imminent violations of Sections 392.200.1 and 392.200.3, and 392.240 RSMo. and Respondents' tariffs by serving Complainant (since January 31, 2005) with letters threatening disconnection of service, most recently as of April 9, based on non-payment of amounts that remain in dispute due to Respondents' remarkable inability to fill orders and bill customers accurately.

3. Because of the close and confusing operational relationship of Respondents, it is not clear whether Spectra intends to disconnect services on April 10 also, or intended to disconnect services on February 12 also, or intends to in the future. As discussed below, payment has only been demanded to CenturyTel.

4. The Commission has specific jurisdiction to hear this matter pursuant to Section 386.390, Section 386.330 and Section 392.240, RSMo.

THE PARTIES

5. Complainant Eminent Network Technologies, Inc. d/b/a Interlinc.net ("Eminent") is a Missouri corporation, with its principal offices at 607 State Highway 165, Suite #5, Branson, Missouri (MO) 65616. Eminent is an Internet Service Provider (ISP), founded in 1997. Eminent is a retail customer of Respondent CenturyTel of Missouri, LLC, and of Respondent Spectra Communications Group, LLC, d/b/a CenturyTel, securing and paying for retail

telecommunications services from both Respondents with which to provide internet access services to Eminent's customers.

6. Respondent CenturyTel of Missouri, LLC (hereafter, "CenturyTel"), is a Louisiana limited liability corporation that is duly authorized to do business in Missouri, with its principal offices at 100 Century Park Drive, Monroe, Louisiana (LA) 71203 and local offices at 220 Monroe Street, 1st Floor, Jefferson City, Missouri (MO) 65101. The Commission's Electronic Filing and Information System (EFIS) shows the Official Representative of CenturyTel of Missouri LLC in Jefferson City to be Becky Powell at the Monroe Street address above, and the Regulatory Representative to be Arthur P. Martinez at the same Monroe Street office address. The Annual Reports for 2002 and 2003 filed by CenturyTel of Missouri, LLC with the Missouri Public Service Commission list Kenneth M. Matzdorff as Vice President of the telephone company as of the end of each reporting year.

7. Respondent Spectra Communications Group, LLC, d/b/a CenturyTel (hereafter, "Spectra"), is a Delaware limited liability corporation that is duly authorized to do business in Missouri, with its principal offices at 100 Century Park Drive, Monroe, Louisiana (LA) 71203 and local offices at 220 Monroe Street, 1st Floor, Jefferson City, Missouri (MO) 65101. The Commission's Electronic Filing and Information System (EFIS) shows the Official Representative of Spectra in Jefferson City to be Becky Powell at the Monroe Street address above, and the Regulatory Representative to be Arthur P. Martinez at the same Monroe Street office address. The Annual Reports for 2002

and 2003 filed by Spectra Communications Group, LLC d/b/a CenturyTel with the Missouri Public Service Commission list Kenneth M. Matzdorff as COO of Spectra as of the end of each reporting year.

8. According to the Annual Report filed on behalf of Respondent Spectra Communications Group, LLC, d/b/a CenturyTel with the Missouri Public Service Commission for the year 2003, CenturyTel, Inc., with the same street address as both Spectra and as CenturyTel of Missouri, LLC, owns 99.92104% the outstanding voting securities of Respondent Spectra Communications Group, LLC, d/b/a CenturyTel.

9. Respondents are incumbent local exchange telecommunications companies ("ILECs"), as defined in Section 251(h) of the Federal Act, and are local exchange carriers subject to the jurisdiction of the Public Service Commission of Missouri pursuant to Sections 386.020, 386.040, 386.250, 386.310, 386.320, 386.330, 386.360, 386.390, 386.400, 392.200, 392.220, 392.240, 392.250, 392.350, 392.360, 392.361, 392.400, 392.410 and 392.470 RSMo. Respondents are public utilities as defined in Section 386.020. Respondents each provide regulated intrastate telecommunications services within their Missouri service area.

10. CenturyTel also provides ISP telecommunications services to end users in competition with the Complainant Eminent Network Technologies.

11. Both Respondents are successors in interest to GTE Midwest, Inc., d/b/a Verizon Midwest. The address, telephone number and facsimile number shared by Respondents are, respectively:

220 Monroe Street, First Floor
Jefferson City, MO 65101
Telephone: 573-636-7196
Fax: 573-636-6826

12. The Respondents have been directly contacted by Complainant Eminent Network Technologies, and by counsel acting on its behalf, about the circumstances giving rise to this complaint. Numerous communications have occurred between and among the parties over months of time, up to and including April 7, 2005. Neither Respondent has fully satisfied the long-standing billing disputes which are at the heart of this Complaint, and Respondents have refused to withdraw their threat to discontinue services to Complainant.

13. All inquiries, correspondence, communications, pleadings, notices, orders and decisions relating to this case should be addressed to:

William D. Steinmeier
William D. Steinmeier, P.C.
2031 Tower Drive
P. O. Box 104595
Jefferson City, Missouri 65110-4595
Telephone: (573) 659-8672
Fax: (573) 636-2305
Email: wds@wdspsc.com

with a copy to:

Mr. Richard Rabah
President
Eminent Network Technologies, Inc.
607 State Highway 165, Suite #5,
Branson, Missouri (MO) 65616
Tel: 417-239-1399, ext. 110
Fax: 471-239-1449
Email: rcr@interlinc.net

STATEMENT OF COMPLAINT

14. For a period of several years, both CenturyTel and Spectra have repeatedly and consistently sent erroneous bills to Complainant, billing Complainant for services and facilities not ordered by Complainant or not provided by Respondents, or for services and facilities previously canceled by Complainant. Complainant has challenged the accuracy of Respondent's bills on occasions too numerous to count.

15. Finally, beginning in the late summer of 2004, to Complainant's information and belief, Respondent CenturyTel or Respondents began a review of Complainant's account(s) and the accuracy of the bills rendered to Complainant. Numerous telephone conversations and email exchanges between Complainant and Respondents have occurred during this review process. Discovery will be required to ascertain the exact CenturyTel entity which employs the personnel involved in this billing review and their precise corporate relationship to each of the Respondents. To facilitate this Complaint, they shall simply be referred to as CenturyTel.

16. On a conference telephone call on January 26, 2005, CenturyTel purported to present the results of its audit of Complainant's account records with CenturyTel of Missouri and/or CenturyTel of Missouri and Spectra. CenturyTel conceded that it had discovered a number of circuits that were erroneously included in CenturyTel's bills submitted to Complainant for payment, but said they had identified others that were not included in Complainant's billing that should have been.

17. No new, revised and corrected billing statement was proffered to Eminent as a result of this "audit," even though a corrected billing statement was requested by Complainant. For explanations of what was "in" and "out" of the billing, Eminent was referred to a complex spreadsheet document provided by CenturyTel approximately 17 minutes prior to the commencement of the telephone conference call on January 26, 2005.

18. On January 31, 2005, Respondent CenturyTel emailed to Complainant's offices copies of two letters it had placed into overnight mail for delivery on February 1, 2005. One demands immediate payment by Eminent of \$177,261.98, plus the current billing due in February for January 2005 invoices of \$18,043.28, for services and facilities provided to Eminent under Missouri tariffs of CenturyTel of Missouri. This letter demands payment of \$177,261.98 by February 11, 2005 in order "to avoid discontinuance of service from CenturyTel".¹ The letter goes on to state: "In addition, no additional services will be furnished until satisfactory arrangements have been made for payment of all amounts due."

19. The second letter demands payment by Eminent of \$68,241.25 by February 16, 2005, for DSL access services provided under federal tariffs, in order to avoid CenturyTel refusing to fill new orders for DSL services placed by Eminent under those tariffs, and by March 3, 2005 in order to avoid disconnection of "all access services to your company the following day."²

20. **These demand letters dated January 31, 2005 continue to be referred to in the present tense in this Complaint because CenturyTel**

¹ A copy of this letter is attached to this Complaint as **Exhibit A**.

² A copy of this letter is attached to this Complaint as **Exhibit B**.

(and/or CenturyTel and Spectra) insist that they continue to provide the only notice required from Respondents to Eminent in order for Respondents to be entitled to terminate service to Eminent, a proposition with which Complainant disagrees as a matter of law.

21. After these letters were sent to Eminent Network Technologies, CenturyTel made further adjustments to the amount it says is due and owing by Eminent (albeit in Eminent's favor), demonstrating that the reconciliation process still may not have been conclusive even in CenturyTel's own corporate mind. Nonetheless, CenturyTel refused to withdraw its termination threat in a letter dated February 8, 2005,³ demanding payment of \$148,582.86 by February 11, 2005. Thus, even though its own calculations had continued to fluctuate, CenturyTel stubbornly refused to delay its threatened termination of service to assure sufficient time for Eminent to verify the accuracy of these ever-changing numbers.

22. After being faced with the imminent filing of a formal complaint at the Public Service Commission concerning these matters, Respondents agreed to postpone their threatened termination of service, upon payment of \$80,000.00 by Eminent to CenturyTel, and finally agreed to provide the additional data and information which Eminent had repeatedly sought.

23. On February 10, 2005, Eminent Network Technologies, Inc. and CenturyTel signed (through counsel) a Memorandum of Understanding and

³ A copy of this letter is attached to this Complaint as **Exhibit C**.

Agreement⁴ pursuant to which, on February 11, 2005, Eminent wire-transferred \$80,000.00 to CenturyTel and CenturyTel and Spectra agreed not to terminate services to Eminent on February 12, as had been threatened, for a specified period of time. Under the terms of the Memorandum of Understanding and Agreement, CenturyTel and Spectra agreed to provide Eminent with an updated billing statement(s) or invoice(s) within 10 days, or by February 21, 2005.

24. In addition, CenturyTel and Spectra agreed to provide Eminent, also by February 21, 2005, cross-references from CenturyTel internal account numbers to Eminent circuit ID's as used and applied on CenturyTel's bills rendered to Eminent to assist Eminent in tracking and verifying which CenturyTel internal account numbers apply to which of Eminent's circuits as billed. Once that information, in its entirety, was provided to Eminent, Eminent was to have thirty (30) days to audit all the information that had been provided to it by Respondents since January 26, 2005 concerning the status of Eminent's account(s) with CenturyTel and Spectra, in order to be able to either verify or contest Respondents' latest version of the status of those accounts.

25. In violation of the Memorandum of Understanding and Agreement of February 10, 2005, Respondents failed to provide the required information and data to Eminent by February 21, 2005, but did provide a substantial amount of data to Eminent via email on March 9, 2005 and by delivery to counsel for Eminent on March 10, 2005.

⁴ A copy of the Memorandum of Understanding and Agreement is attached to this Complaint as **Exhibit D**.

26. On March 24, 2005, Eminent sent an email to Ms. Susan Smith of CenturyTel detailing Eminent's continued disputes concerning Respondents' invoices and Respondents' failure to have credited Eminent for circuits that Eminent had requested be cancelled by Respondents at various times.

27. On March 31, 2005, Ms. Smith, on behalf of CenturyTel, responded to Eminent's March 24 email, arguing with each point of dispute by interlineation. At the top of her return email of March 31, Ms. Smith added this note: "Please note it is CenturyTel's position that continuing dialogue regarding these accounts dose (sic) not constitute a dispute and the past due amount of \$138,989.76 due CenturyTel of Missouri, LLC and \$55,253.76 due Spectra Communications Group for a total of \$194,193.52 remains due by April 9, 2005."

28. Respondents refused, in the Memorandum of Understanding and Agreement (MOU) of February 10, 2005, to withdraw their threat of termination of service, indicating they did not want to have to send additional letters (constituting written notice as required by its tariffs) triggering a termination threat before actually terminating service to Eminent. Thus, under the terms of the February 10 MOU, Eminent is legitimately fearful that Respondents may terminate service as of April 10, 2005, the thirty-first (31st) day after Respondents provided the additional data and information to Eminent.

29. **Since Respondents refuse to agree not to terminate service without additional notice, and Ms. Smith of CenturyTel says the "continuing dialogue regarding these accounts dose (sic) not constitute a**

dispute," Eminent has no choice but to bring this formal complaint against Respondents and to seek the intervention of the Commission.

30. As stated in Respondent's letter of January 31, 2005 pertaining to Missouri-tariffed services (Exhibit A), Respondent relies on "the CenturyTel of Missouri LLC General and Local Exchange Tariff PSC MO. No. 1 and the Spectra Communications Group, LLC General and Local Exchange Tariff PSC MO. No. 1" and cites Section 2 of those tariffs for CenturyTel's authority "for discontinuance of service for nonpayment of services upon a ten-day notice."

31. However, the provision of those tariffs that provides for discontinuance of service upon ten-days' notice applies to customers having "undisputed delinquent accounts." That provision is clearly inapplicable in this case. The threatened discontinuances are not permitted by Respondents' tariffs because the amounts they allege are owed them by Eminent are very much disputed, not "undisputed delinquent accounts" as provided for by the tariffs.

32. Further, the threatened discontinuances are not permitted by Respondents' tariffs because no written notice has been given to Eminent Network Technologies, Inc. of a pending termination of services by Respondents on or about April 10, 2005, nor any other date other than those in the original letters dated January 31, 2005 (*Exhibits A and B* hereto). To permit letters dated January 31, 2005 to continue in effect indefinitely as "notices of termination of service" would violate the Respondents' tariffs, would deprive Complainant of its rights of due process and equal protection as guaranteed by the Constitutions of

the United States⁵ and of the State of Missouri,⁶ and would create an absurd outcome, all at once. Could CenturyTel terminate services to Eminent one day in May of 2012, for example, based on these same letters? Surely not.

33. Respondents claim that Complainant now owes them a total of \$194,193.52 as of March 31, 2005, due by April 9, 2005. Complainant stands ready and willing to pay \$40,000.00 immediately to Respondents, although Complainant has not yet been properly and accurately billed due to the ineptitude and inadequacies of Respondents' service order and billing practices and procedures, which merit investigation by this Commission. Complainant vigorously disputes \$154,193.52 of the total amount Respondents have demanded as of Ms. Smith's email of March 31, 2005.

34. Since these accounts are not "undisputed delinquent accounts" within the meaning of Respondent's tariffs, the threatened discontinuance of service to Eminent Network Technologies, Inc. d/b/a Interlinc.net, constitutes a violation of Respondents' tariffs on file with and approved by this Commission.

35. **These imminent threatened discontinuances of service would cause serious and irreparable economic harm to Complainant, Eminent Network Technologies, and to its customers.** The inability of the ISP's customers to gain internet access would cause them to leave Complainant and seek ISP services elsewhere. **(Opportunistically, CenturyTel just happens to offer ISP services of its own in the same areas.)** The termination of services to Complainant by Respondents, or either of them, would directly threaten

⁵ Amendments 5 and 14

⁶ Article I, Section 2; Article I, Section 10

serious and irreparable harm to the economic viability of Complainant and to the property and livelihood of its owners.

36. Section 386.310.1 RSMo. provides that the Commission "may waive the requirements for notice and hearing and provide for expeditious issuance of an order in any case in which the commission determines that the failure to do so **would result in the likelihood of imminent threat of serious harm to life or property**, provided that the commission shall include in such an order an opportunity for hearing as soon as practicable after the issuance of such order."

37. Respondents have received notice of the instant Complaint, so **an expeditious, immediate Order of the Commission prohibiting discontinuance of service until the matter can be addressed by the Commission would not require waiving the requirements for notice**. It would, however, allow time for the parties to seek agreement or a Commission determination on the outcome of this protracted billing confusion created by CenturyTel in the first place, without the serious threat to the economic viability of Complainant and its owner that Respondent CenturyTel's, or Respondents', threatened terminations of service have created.

38. **Respondents' threatened discontinuances of service to Complainant would also create an unfair competitive advantage for the ISP services offered by CenturyTel or its affiliates**, which would opportunistically stand to unfairly increase their ISP subscriber base if competing services were suddenly no longer available from Complainant in the Branson and other

Southwest Missouri areas served by Eminent Network Technologies, LLC d/b/a Interlinc.net.

39. Such discontinuances of service to Complainant **would, therefore, constitute anti-competitive conduct** on the part of Respondent CenturyTel in contravention of state and federal law.

40. **Such discontinuances of service to Complainant would also violate the policies of the State of Missouri** (as expressed in S.B. 507 (1996)) and of the United States Congress (as expressed in the Telecommunications Act of 1996) **to promote competitive telecommunications markets in this State.** Section 392.200.4(2) RSMo, expresses the "intent" of that legislation as being "to bring the benefits of competition to all customers ..." and to "promote the goals of the federal Telecommunications Act of 1996," Section 392.185 RSMo describes the purpose of S.B. 507 as including the promotion of "diversity in the supply of telecommunications services and products throughout the state of Missouri," **If Incumbent Local Exchange Carriers (ILECs) like Respondents can drive competitors out of the market by their own failures to accurately bill customers, and then hide behind their Commission tariffs to terminate service to those competitors, a serious blow would be dealt to competitive telecommunications in Missouri.**

41. The practices of Respondents in threatening termination of services to Complainant Eminent under the circumstances of this case are unjust and unreasonable, within the meaning and purview of Section 392.240.2.

42. Some of the accounts at issue are actually those of Spectra Communications Group LLC and not CenturyTel of Missouri LLC. However, the letters threatening termination of services only demand payment to CenturyTel and do not break down the portions of the total amounts demanded between CenturyTel and Spectra. This commingling of the companies is commonplace for these companies, as the Commission is well aware, but it places in doubt the legitimacy of these demand letters as to any amounts allegedly owing to either company and certainly as to Spectra.

43. In Case No. TO-2005-0237, *An Investigation of the Fiscal and Operational Reliability of Cass County Telephone Company and New Florence Telephone Company, and Related Matters of Illegal Activity*, this Commission has ordered its Staff to undertake an "investigation of the financial and operational status of any certificated company in which Mr. Kenneth Matzdorff has any ownership interest or any operational control or influence resulting from his role as an officer or employee of such company." (Case No. TO-2005-0237, *Order Establishing Investigation Case*, "Ordered 1," issued January 14, 2005.) **The investigation was a response to a federal indictment of Mr. Matzdorff alleging that certain entities associated with Mr. Matzdorff, as an associate of the Gambino crime family, had been involved in a "cramming scheme" in which unauthorized charges were placed on customer telephone bills, among other charges.** (*Order, id.*, paragraphs 1-3).

44. The same Mr. Kenneth Matzdorff is, or within at least part of the time frame in which the subject matter of this Complaint has transpired

has been, an officer of both CenturyTel and Spectra. It is now a matter of record that Mr. Matzdorff pled guilty in federal district court in January 2005 to money laundering conspiracy and mail fraud. According to the Commission Staff, in its "Staff's Response to the Applications for Rehearing filed by Cass County Telephone Company and New Florence Telephone Company" filed on February 7, 2005 in Case No. TO-2005-0237:

8. Both applications assert that there should be no question that the companies are provisioning safe and adequate service to their subscribers and that they each have taken steps to reduce or eliminate the influence of Mr. Matzdorff on their operations, fiscal and otherwise. In addition to the plea involving cramming referenced in the Commission's order, on January 18, 2005 Mr. Matzdorff pled guilty to mail fraud and money laundering conspiracy charges based on frauds perpetrated against the Universal Service Administrative Company (USAC) (involving USF support) and the National Exchange Carriers Association (NECA) (involving revenue distribution among carriers) through inflation of Cass County Telephone Company's expenses. (A copy of the new release issued by the Office of the United States Attorney, Western District of Missouri, regarding these pleas is appended as Attachment A).

9. A thorough investigation of companies where Mr. Matzdorff had admitted to engaging in these activities (i.e., Cass County Telephone Company), or where he may have done so (e.g., New Florence Telephone Company and, perhaps, other companies), to assess the impact on subscribers could not more clearly be warranted. The Office of the United States Attorney, Western District of Missouri, has stated in its press release that Cass County Telephone Company's expenses were inflated to qualify for \$8.9 million in unwarranted subsidies and disbursements.

45. The inability and/or refusal of CenturyTel and Spectra to correctly bill Complainants over a period of years now raises questions as to the possibility that Mr. Matzdorff's executive leadership of Respondents'

operations has contributed to the billing irregularities complained of in this **Complaint**. Thus, the Commission should direct its Staff to investigate these billing irregularities either in the instant Complaint, or in Case No. TO-2005-0237, or both, since each Respondent herein is a "certificated company in which Mr. Kenneth Matzdorff has any ownership interest or any operational control or influence resulting from his role as an officer or employee of such company." (Case No. TO-2005-0237, *Order Establishing Investigation Case*, "Ordered 1," issued January 14, 2005.)

WHEREFORE, Complainant, Eminent Network Technologies, Inc. d/b/a Interlinc.net, respectfully and urgently requests that the Commission waive the requirements for notice and hearing and provide for expeditious issuance of an Order:

- (A) Requiring Respondents to immediately comply with the terms of their Missouri tariffs and Missouri and federal law and withdraw their threat of termination, disconnection or discontinuance of service to Complainant pending the Commission's determination of the instant Complaint;
- (B) Prohibiting Respondents, or either of them, from disconnecting, terminating or discontinuing services to Eminent pending resolution of this Complaint by the Commission;
- (C) Prohibiting Respondents, or either of them, from refusing to fill service orders placed by Eminent during the pendency of this Complaint;

- (D) Setting this matter for hearing on the merits of the ongoing and long-standing billing dispute between Respondents and Complainant;
- (E) Directing the Commission Staff to investigate the billing practices and procedures of Respondents which have created the ongoing problems represented by this Complaint, and the details of the specific billing and collection history of Complainant and Respondent to aid the Commission in determining the amount of these disputed bills, if any, that Complainant Eminent actually owes to Respondents;
- (F) Directing the Commission Staff to perform or direct a management audit of the operations of Respondents;
- (G) Directing the Commission Staff to investigate, either as part of the instant Complaint or in Case No. TO-2005-0237, or both, the possibility that Mr. Kenneth Matzdorff's executive leadership of Respondents' operations have contributed to, or been responsible for, the billing irregularities complained of in this Complaint.
- (H) Finding and concluding that Respondents' actions were anticompetitive, in violation of law;
- (I) Finding and concluding that the billing and termination practices of Respondents are unjust and unreasonable, within the meaning of Section 392.240.2, RSMo.;
- (J) Finding and concluding that the just, reasonable, adequate, efficient and proper practice hereafter to be observed and used by Respondents is for Respondents to cease threatening to disconnect the services of Complainant

Eminent and cease their refusal to fill new orders by Complainant, immediately and forthwith;

(K) Finding and concluding that the just, reasonable, adequate, efficient and proper practice hereafter to be observed and used by Respondents is for Respondents to develop accurate and verifiable systems for recording and tracking service orders, service cancellations and billing for services to customers;

(L) Imposing on Respondents, pursuant to Section 392.470.1, RSMo, the reasonable and necessary condition that they cease to threaten their provision of services to Complainant during the pendency of this Complaint;

(M) Imposing on Respondents, pursuant to Section 392.470.1, RSMo, the reasonable and necessary condition that they develop accurate and verifiable systems for recording and tracking service orders, service cancellations and billing for services to customers;

(N) Finding and concluding that Respondents shall forfeit to the State of Missouri the sum of five thousand dollars for each of their tariff violations in this matter, and that each day is a separate and distinct offense; and

Eminent and cease their refusal to fill new orders by Complainant, immediately and forthwith;

(K) Finding and concluding that the just, reasonable, adequate, efficient and proper practice hereafter to be observed and used by Respondents is for Respondents to develop accurate and verifiable systems for recording and tracking service orders, service cancellations and billing for services to customers;

(L) Imposing on Respondents, pursuant to Section 392.470.1, RSMo, the reasonable and necessary condition that they cease to threaten their provision of services to Complainant during the pendency of this Complaint;

(M) Imposing on Respondents, pursuant to Section 392.470.1, RSMo, the reasonable and necessary condition that they develop accurate and verifiable systems for recording and tracking service orders, service cancellations and billing for services to customers;

(N) Finding and concluding that Respondents shall forfeit to the State of Missouri the sum of five thousand dollars for each of their tariff violations in this matter, and that each day is a separate and distinct offense; and

- (O) Granting such further and additional relief as is equitable and just.

Respectfully submitted,

/s/ William D. Steinmeier

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COUNSEL FOR COMPLAINANT
EMINENT NETWORK TECHNOLOGIES,
INC., d/b/a INTERLINC.NET

Dated: April 7, 2005

Certificate of Service

I hereby certify that the undersigned has caused a complete copy of the attached document to be electronically filed and served on the Commission's Office of General Counsel (at gencounsel@psc.mo.gov), the Office of Public Counsel (at opcservice@ded.mo.gov) and counsel for CenturyTel (at lwdority@sprintmail.com), on this 7th day of April 2005.

/s/ William D. Steinmeier

William D. Steinmeier