

Charles J. Fain
Attorney at Law

P.O. Box 434
Forsyth, Missouri 65653

Office: 417-546-3942
Fax: 417-546-5105

July 11, 2002

FILED⁴

JUL 15 2002

Missouri Public
Service Commission

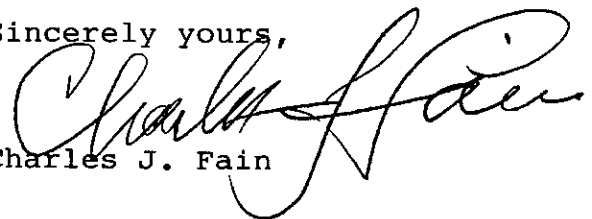
Secretarty
PUBLIC SERVICE COMMISSION
State of Missouri
P. O. Box 360
Jefferson City, Missouri 65102

Dear Sir:

Enclosed is the original plus 8 copies of a COMPLAINT
Petition on behalf of Tri_Lakes Net, Inc, Branson, Missouri.
Please distribute to the Commissioners and we request action
as quickly as possible such as an immediate Order to not
cancel current telephone service together with a notice for
hearing as quickly as possible.

If there is any question, please call me collect at
417 546 3942

Sincerely yours,


Charles J. Fain

BEFORE THE PUBLIC SERVICE COMMISSION of MISSOURI

Jefferson City, Missouri

Tri-Lakes Net, Inc,
a Missouri corporation,

PETITIONER,

vs.

MCI Worldcomm Communications, Inc,

RESPONDENT

Case No. _____

FILED⁴

JUL 15 2002

EMERGENCY COMPLAINT

Missouri Public
Service Commission

COMES NOW, the Complainant, Tri-Lakes Net, Inc, a Missouri corporation by its attorney, Charles J. Fain MBN 14830, and files this emergency Complaint against MCI Worldcom Communications, Inc a telephone company operating in the state of Missouri, and subject to the jurisdiction and regulation of the Public Service Commission of the State of Missouri and states:

1. Tri-Lakes Net, Inc, is a Missouri corporation doing business throughout the State of Missouri furnishing service to its customers about 3200 in Missouri of service and access to the Internet facilities. In doing so it depends upon the Respondent, MCI Worldcomm Communications, Inc. for phone service.

2. The service it obtains from MCI is regulated by the Missouri Public Service Commission.

3. Over the years, it has depended upon and used the phone service of MCI Without such service it is not possible to carry on its business with is approximately thirty two

hundred customers receiving Tri_lakes service. The result of a cut off of MCI services will have disastrous effects on Tri_lakes and its costumers.

4. A dispute exists as to whether Tri_lakes owes a balance to MCI or whether MCI owes for overcharges it has made in the past and paid by Tri_lakes to MCI.

4 According to Tri_lakes accounting, it has overpaid MCI at least \$65,033.99 plus taxes. The calculation of the overcharges is set out in Exhibit A attached hereto and incorporated by reference herein.

5. MCI claims that Tri_lakes owes it \$179,462.52 It has further asserted^{if} such is not paid services will be terminated. A copy of that assertion is set out as Exhibit B and incorporated by reference herein.

6. Phone communications with MCI officials have delayed an immediate cut off of services to this date but termination of services is threatened for the immediate future.

7. Such immediate termination will result in lack of service to Tri_Lake and it customers.

8. For the above reasons Tri_lakes seeks seeks an emergency order from this commission deterring such disastrous action on the part of MCI as such termination will result on harm not only to Tri_Lakes but to its hundreds of customers depending

upon Tri_lakes for phone access to the network facilities.

WHEREFORE, Beptitioner prays for an immediate temprary Order from this commission to MCI that no such termination of service be made without further order of this commission .

TRI LAKES NET

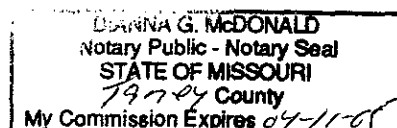
By: James R. Arend
James R. Arend, President

state of missouri)
County of Taney)
)

James R. Arend, of legal age and being duly sworn, states that he is president of TRI LAKES NET, a Missouri corporation and that the facts stated in the above complaint are true, according to his best knowledge, information and belief, this 12th day of July, 2002, A. D.

James R. Arend
JAMES R. Arend

Subscribed and sworn to before me the udnersdersign
Notary Public the day and year above written.



Danna G. McDonald
NOTARY PUBLIC

F7A-P.1

7/12/02

WOD49126 installation date 11/15/2000 & WOD64401 installation 12/27/2000

These T1's has never work properly Cheryl from the Springfield office has looked at it several times along with Brian Mills with UU Net. It has been know to MCI since day one that this circuit hasn't worked. When we were sold 5 T1's we had MCI technical people along with Cisco representatives explaining to us that this would be the best thing for our company. We purchased a Cisco router not just a router but the router that both MCI and Cisco told us would work for our situation. Circuit WOD49126 has a 37% usage in the peck times and WOD64401 has a 23.8% usage in peck times. These percentages are on the in side and on the out side they both average .3%. The told billed for both of these circuits total \$50,513.52 plus taxes.

WEO75519 Frame relay is being charged \$346.00 per month; correct billing is \$330.00 difference of \$16.00 per month for the past 10 months totaling \$160.00 Credit due plus taxes.

PVC is being billed twice in the amount of \$62.08 totaling \$124.16 per month, correct charges are \$59.20 per month difference of \$64.96 per month for the past 10 months totaling \$649.60 credit due plus taxes.

WEO76531 Frame Relay is being charged \$296.00 per month correct billing is \$282.00 difference of \$14.00 per month for the past 10 months totaling \$140.00 credit due plus taxes. PVC is being billed twice in the amount of \$23.28 totaling \$46.56 per month, correct charges are \$44.40 per month difference of \$2.16 per month for the past 10 months totaling \$21.60 credit due plus taxes.

WEO76548 Frame Relay is being charged \$296.00 per month correct billing is \$282.00 difference of \$14.00 per month for the past 10 months totaling \$140.00 credit due plus taxes. PVC is being billed twice in the amount of \$23.28 totaling \$46.56 per month, correct charges are \$44.40 per month difference of \$2.16 per month for the past 10 months totaling \$21.60 credit due plus taxes.

WEO76567 Frame relay is being charged \$346.00 per month; correct billing is \$330.00 difference of \$16.00 per month for the past 10 months totaling \$160.00 Credit due plus taxes.

PVC is being billed twice in the amount of \$62.08 totaling \$124.16 per month, correct charges are \$59.20 per month difference of \$64.96 per month for the past 10 months totaling \$649.60 credit due plus taxes.

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WEO76570 Frame Relay is being charged \$296.00 per month correct billing is \$282.00 difference of \$14.00 per month for the past 10 months totaling \$140.00 credit due plus taxes. PVC is being billed twice in the amount of \$23.28 totaling \$46.56 per month, correct charges are \$44.40 per month difference of \$2.16 per month for the past 10 months totaling \$21.60 credit due plus taxes.

WEO76614 Frame Relay is being charged \$296.00 per month correct billing is \$282.00 difference of \$14.00 per month for the past 10 months totaling \$140.00 credit due plus taxes. PVC is being billed twice in the amount of \$23.28 totaling \$46.56 per month, correct charges are \$44.40 per month difference of \$2.16 per month for the past 10 months totaling \$21.60 credit due plus taxes.

WOD48756-PVC is being billed twice in the amount of \$46.56 totaling \$93.12 per month, correct charges are \$42.00 per month difference of \$51.12 per month for the past 17 months totaling \$869.04 credit due plus taxes.

WOD48408 PVC is being billed twice in the amount of \$15.52 totaling \$31.04 per month, correct charges are \$28.00 per month difference of \$3.04 per month for the past 17 months totaling \$51.68 credit due plus taxes.

WOD48331PVC is being billed twice in the amount of \$23.28 totaling \$46.56 per month, correct charges are \$44.40 per month difference of \$2.16 per month for the past 10 months totaling \$21.60 credit due plus taxes.

WOD48616 Frame Relay is being charged \$245.00 per month correct billing is \$172.00 difference of \$73.00 per month for the past 11 months totaling \$803.00 credit due plus taxes. PVC is being billed twice in the amount of \$15.52 totaling \$31.04 per month, correct charges are \$28.00 per month difference of \$3.04 per month for the past 11 months totaling \$33.44 credit due plus taxes.

WOD49075 PVC is being billed twice in the amount of \$46.56 totaling \$93.12 per month, correct charges are \$42.00 per month difference of \$51.12 per month for the past 17 months totaling \$869.04 credit due plus taxes.

All of our sites started being billed on the day the circuit was put in place NOT the day it was made active. Here are the differences in the drop date and active date.

Springfield WOD48113- 11/27/00 – 2/15/01- 2 months 18 days totaling \$2137.14
 Jerico Springs WOD48406 – 1/9/01- 1/17/01- 8 days totaling \$152.08
 Wheatland WOD48615- 4/10/01-5/4/01 24 days totaling \$471.60

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Weaubleau WOD48669- 11/2/00-12/29/00-1 month 27 days totaling \$1232.63
Osceola WOD483331- 11/8/01-12/8/00- 1 month totaling \$728.18
Humansville WOD48757- 11/10/00-12/12/00- 28 days totaling \$648.88
Bolivar WOD49075- 11/27/00-12/12/00- 15 days totaling \$379.35
Reeds Spring WOE76519- 5/23/01-6/14/01- 21 days totaling \$560.91
Gainsville WOE76614- 5/3/01-6/15/01- 1 month 12 days \$1085.14
Galena WOE76531- 5/26/01-6/14/01- 18 days totaling \$370.80
Crane WOE76552- 5/2/01-6/14/01- 1 month 12 days totaling \$886.08
Kimberling City WOE76567-5/8/01-6/14/01- 1 month 6 days totaling \$968.96
Cape Fair WOE76570-5/25/01-6/14/01- 19 days totaling \$465.12

In the e-mail from Sam Coats she stated that MCI owed Tri-Lakes Net in the amount of \$28,539.52 plus taxes. We haven't received all of that credit yet some of it was issued but there is still a balance of \$1822.73

The total amount MCI owes Tri-Lakes Net is \$65,033.99 plus taxes.



6929 N Lakewood Avenue 5.2-510 Tulsa, OK 74117 918-590-3952 Fax 918-590-1332
E-mail Patrick.Morey@wcom.com

June 25th, 2002

VIA FACSIMILE AND OVERNIGHT MAIL

James R. Arnad, President
Tri-Lakes Net, Inc.
703 S. Veterans Blvd.
Branson, MO 65616

RE: Notice of Disconnection

Dear Mr. James R. Arnad:

Pursuant to certain agreements by and between MCI WorldCom, Inc. ("WorldCom") and Tri-Lakes Net, Inc. ("Customer"), including but not limited to that certain MCI WorldCom Reseller Service Agreement (as the same may have been amended, modified or supplemented from time to time, the "Service Agreement"), Tri-Lakes Net, Inc. requested and agreed to pay for, and WorldCom agreed to provide, telecommunications services to Tri-Lakes Net, Inc. to the terms and conditions of the Service Agreement and applicable tariffs filed by WorldCom with the FCC and other regulatory agencies. Tri-Lakes Net, Inc. has failed to pay for the telecommunications services provided by WorldCom under the Service Agreement resulting in an outstanding total balance of at least \$179,469.52 ("Payment") owed to WorldCom. Such failure of Tri-Lakes Net, Inc. to pay its obligations to WorldCom constitutes default under all agreements by and between WorldCom, and any of its affiliates, and Tri-Lakes Net, Inc., including but not limited to the Service Agreement. As a result of Tri-Lakes Net, Inc. default of its obligations to WorldCom, and pursuant to the terms of the Service Agreement, notice is hereby given that all of the obligations and indebtedness due WorldCom by Tri-Lakes Net, Inc. are immediately due and payable.

Notice is also hereby given that if WorldCom does not receive the Payment from Tri-Lakes Net, Inc. within Ten (10) days of the date of this letter, WorldCom will terminate all telecommunications services currently being provided by WorldCom, and any of its affiliates, to Tri-Lakes Net, Inc. on or after 12:00 Noon CDT July 10th, 2002. Such termination shall occur without further notice to Tri-Lakes Net, Inc.

F7B, P.2

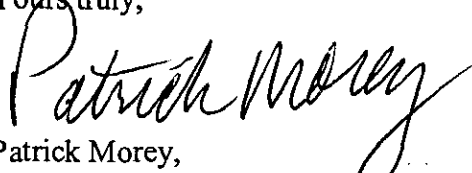
Given this demand for payment and notice of termination, it is Tri-Lakes Net, Inc.'s responsibility to determine whether Tri-Lakes Net, Inc. should notify its resellers, distributors, customers, and such other parties, including without limitation all federal and state agencies as may be required under applicable law.

Neither this letter, nor WorldCom's action or failure to act, nor WorldCom's acceptance of any payment from or negotiations with Tri-Lakes Net, Inc. should be construed to be either (1) a reversal of WorldCom's acceleration of Tri-Lakes Net, Inc. obligations to WorldCom; or (2) a waiver of WorldCom's notice and right to terminate all telecommunications services currently being provided by WorldCom, and any of its affiliates, to Tri-Lakes Net, Inc. on or after 12:00 Noon CDT July 10th, 2002 absent Tri-Lakes Net, Inc. immediate payment in full of the total amount due WorldCom.

Any failure or delay by WorldCom in exercising any of its rights and remedies under any agreements entered into by and between WorldCom, and any of its affiliates, and Tri-Lakes Net, Inc. should not be construed to be a modification, alteration, release, limitation, waiver or cure of any default, breach, right, remedy, power or privilege of WorldCom under its agreements Tri-Lakes Net, Inc., any other agreement, document, instrument, applicable law or equity or any of WorldCom's rights or remedies thereunder or shall prejudice any of WorldCom's rights thereunder or hereunder except to the extent expressly provided in any written agreement executed by WorldCom.

Should you have any questions regarding this letter, or if you would like to discuss the foregoing demand for payment and notice of termination, please contact me at (918)-590-3952.

Yours truly,



Patrick Morey,
Manager, Corporate Credit Dept.
MCI WorldCom, Inc.



6929 N Lakewood Avenue 52-510 Tulsa, OK 74117 918-590-3952 Fax 918-590-1332
E-mail Patrick.Morey@wcom.com

June 25th, 2002

VIA FACSIMILE AND OVERNIGHT MAIL

James R. Arnad, President
Tri-Lakes Net, Inc.
703 S. Veterans Blvd.
Branson, MO 65616

RE: Notice of Disconnection

Dear Mr. James R. Arnad:

Pursuant to certain agreements by and between MCI WorldCom, Inc. ("WorldCom") and Tri-Lakes Net, Inc. ("Customer"), including but not limited to that certain MCI WorldCom Reseller Service Agreement (as the same may have been amended, modified or supplemented from time to time, the "Service Agreement"), Tri-Lakes Net, Inc. requested and agreed to pay for, and WorldCom agreed to provide, telecommunications services to Tri-Lakes Net, Inc. to the terms and conditions of the Service Agreement and applicable tariffs filed by WorldCom with the FCC and other regulatory agencies. Tri-Lakes Net, Inc. has failed to pay for the telecommunications services provided by WorldCom under the Service Agreement resulting in an outstanding total balance of at least \$179,469.52 ("Payment") owed to WorldCom. Such failure of Tri-Lakes Net, Inc. to pay its obligations to WorldCom constitutes default under all agreements by and between WorldCom, and any of its affiliates, and Tri-Lakes Net, Inc., including but not limited to the Service Agreement. As a result of Tri-Lakes Net, Inc. default of its obligations to WorldCom, and pursuant to the terms of the Service Agreement, notice is hereby given that all of the obligations and indebtedness due WorldCom by Tri-Lakes Net, Inc. are immediately due and payable.

Notice is also hereby given that if WorldCom does not receive the Payment from Tri-Lakes Net, Inc. within Ten (10) days of the date of this letter, WorldCom will terminate all telecommunications services currently being provided by WorldCom, and any of its affiliates, to Tri-Lakes Net, Inc. on or after **12:00 Noon CDT July 10th, 2002**. Such termination shall occur without further notice to Tri-Lakes Net, Inc.

F7B, J.2

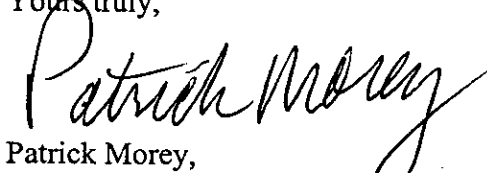
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Neither this letter, nor WorldCom's action or failure to act, nor WorldCom's acceptance of any payment from or negotiations with Tri-Lakes Net, Inc. should be construed to be either (1) a reversal of WorldCom's acceleration of Tri-Lakes Net, Inc. obligations to WorldCom; or (2) a waiver of WorldCom's notice and right to terminate all telecommunications services currently being provided by WorldCom, and any of its affiliates, to Tri-Lakes Net, Inc. on or after **12:00 Noon CDT July 10th, 2002** absent Tri-Lakes Net, Inc. immediate payment in full of the total amount due WorldCom.

Any failure or delay by WorldCom in exercising any of its rights and remedies under any agreements entered into by and between WorldCom, and any of its affiliates, and Tri-Lakes Net, Inc. should not be construed to be a modification, alteration, release, limitation, waiver or cure of any default, breach, right, remedy, power or privilege of WorldCom under its agreements Tri-Lakes Net, Inc., any other agreement, document, instrument, applicable law or equity or any of WorldCom's rights or remedies thereunder or shall prejudice any of WorldCom's rights thereunder or hereunder except to the extent expressly provided in any written agreement executed by WorldCom.

Should you have any questions regarding this letter, or if you would like to discuss the foregoing demand for payment and notice of termination, please contact me at (918)-590-3952.

Yours truly,



Patrick Morey,
Manager, Corporate Credit Dept.
MCI WorldCom, Inc.