



07-108-72-**FILE**
Case Number

Public Utilities Commission of Ohio
Attn: Docketing
180 E. Broad St.
Columbus, OH 43215

Formal Complaint Form

Louis A. Green & Associates
Customer Name

1356 N. Fairfield Road, Suite D
Customer Address

Beavercreek Ohio 45432
City State Zip

Against

937 431-0143 933 0
Account Number

AT & T
Utility Company Name

Customer Service Address (if different from above)
Aurora IL 60507-8105
City State Zip


Please describe your complaint. (Attach additional sheets if necessary)

See attachments

RECEIVED-DOCKETING DIV


2007 FEB -1 PM 1:14

PUCO


Signature

(937) 431-0143

Customer Telephone Number

The Public Utilities Commission of Ohio
Ted Strickland, Governor • Alan R. Schriber, Chairman
Commissioners: Ronda Hartman Fergus, Judy A. Jones, Valerie A. Lammie, Donald L. Mason
180 E. Broad Street, Columbus, Ohio 43215-3793 • An Equal Opportunity Employer and Service Provider
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LOUIS A. GREEN AND ASSOCIATES
Land Planners – Surveyors – Engineers



1356 N. FAIRFIELD ROAD ◆ SUITE D ◆ BEAVERCREEK, OHIO 45432
Phone 937-431-0143 ◆ Fax 937-431-0144

January 29, 2007

Public Utilities Commission of Ohio
Docketing Division
180 E. Broad Street
Columbus, Ohio 43215-3793

RE: AT & T Account No. 937 431-0143 933 0

DESCRIPTION OF COMPLAINT

I own and operate a professional engineering, surveying, and land planning business. We have been in business since 1977. Our credit rating is AAAA and we have no business debt. We pay our bills at the end of each month in full, including the AT & T bill.

AT & T's cut off for monthly billing is generally the 22nd of the month and bills are received by U.S. Postal Service in our office the 5th to the 7th of the following month. The due date on the statement is generally the 11th, only giving us four days before the account is PAST DUE. By agreement with Ameritech, as a result of a previous PUCO Complaint, our due date has been the 2nd of the following month for over six years. In addition, we have been receiving disconnection notices the very next day after receiving the monthly AT & T statement.

The following is a breakdown of our recent problems and our complaint herein filed against AT & T:

1. Our High Speed Internet service, which is absolutely vital to our business, was suspended as a result of a mistake by an AT & T employee resulting in improper overcharges for service. Our normal AT & T phone service was not suspended, only our High Speed Internet.
2. AT & T has failed to abide by an agreement with Ameritech reached as a result of PUCO Case No. 00-1837-TP CSS that was resolved in November, 2000.
3. By improperly suspending our Internet Service and jeopardizing over thousands of dollars in revenue from projects with completion deadlines, the suspension amounted to a deliberate act of malicious business interference.
4. We suffered a loss of revenue of over \$500.00 in productive time while trying to find out why our Internet was suspended (@ \$150/hr.) I was on the phone from 8:30 A.M. to 11:15 A.M. on Friday, January 26, 2007 being transferred by phone to no less than seven (7) different AT & T representatives in the following cities:
 - a) Phillipines-Moni
 - b) Cleveland, Ohio-Guy Rosen

- c) Columbus, Ohio-Betty
- d) Saginaw, Mich.-Rick Malone-PLEASE NOTE: An order was sent (to Claire in Illinois) by AT & T Representative Rick Malone to re-connect our Internet service and the overcharges were credited to our account.
- e) Illinois-Accounts Receivable-Claire-would not follow Rick Malone's order to re-connect our Internet service
- f) Saginaw, Mich.-Melissa
- g) Waukesha, Wis.-Helena-finally connected service

This complaint is the result of an error by AT & T Sales Representatives. We signed on for Yahoo High Speed Internet Service in October of 2006. The service we ordered included router equipment at no charge provided we install it ourselves. However, AT&T charged us for router equipment and installation as a result of a mistake on the order by the AT & T Sales Representative. We tried to contact the Sales Rep. to have this error corrected without success. We also declined to pay the overcharge, and so noted by a letter with our payment (encl.).

An AT & T Representative, Rick Malone, Agent No. RX- 5473 corrected the billing error and sent instructions to AT & T Accounts Receivable Representative Claire in Illinois to re-connect our Internet service. However, Claire refused to do so. After more than an hour later, and two more phone transfers, we were finally put into contact with Helena in Waukesha, Wisconsin. Helena after reading the 2000 agreement with Ameritech (we had faxed to her), re-connected our Internet service, however, she made no promises that the service would not be suspended again this month. We have learned from AT & T's Legal Council that the complaint we are filing is common and AT & T's billing policy has been contested by many other businesses.

The short billing-due date period and action taken by AT & T against my company is a contrivance and unfair business practice. This deliberate act perpetrated against my company was a divisive and malicious interference with our business operation. Whether due to their mistake and refusal to correct it, or AT & T company policy, this unfair practice results in a significant loss of time and income for the businesses they are supposed to serve. We are seeking reimbursement for the time lost and an order from PUCO to prohibit AT & T from suspension of service providing monthly payments are made by the agreed to 2nd day of the month following receipt of the monthly statement. We also are requesting that disconnection notices be terminated as well. In addition, we are requesting PUCO to institute regulations that will control this unfair business practice by AT & T against all other businesses and individuals.

Sincerely,



Louis A. Green, P.S.

Enclosures

bjf

LOUIS A. GREEN AND ASSOCIATES
Land Planners – Surveyors – Engineers



1356 N. FAIRFIELD ROAD ◆ SUITE D ◆ BEAVERCREEK, OHIO 45432
Phone 937-431-0143 ◆ Fax 937-431-0144

December 27, 2006

AT & T
P.O. Box 8100
Aurora, IL 60507-8100

RE: Business Account # 937 431-0143 933 0

Dear Account Representative:

Enclosed please find payment for our AT & T services from October 25, 2006 to November 22, 2006. On October 25, 2006 we were finally able to connect to Yahoo High Speed Internet. The representatives we spoke to regarding the Internet connection were Nikki and Toy at 262-896-5242.

The agreement with AT & T Yahoo High Speed Internet included a monthly charge of \$39.99. Also included in the agreement was a router for "static service package" to be provided at no charge. We understood we were to pay for shipping and handling. As part of the agreement, we were to receive a \$50 rebate and based on the fact that we have two phone lines, we were to receive two (2) \$75 VISA gift cards, which we have not received as of this date.

The current bill has included charges for Integrated Area SVC (??) and charges for a wireless Office Gateway Router, which we did not order. We also had to purchase two-line DSL filters, due to the fact that the ones provided by AT & T were only single line filters. This cost us an additional \$79. We had been advised by Toy that two-line filters would be included in the kit.

We have enclosed payment for the AT & T monthly statement in the amount of \$189.28. This amount is for monthly service of \$87.03, the Yellow Page advertising of \$40.00, monthly Yahoo DSL charge of \$39.99, shipping and handling charge of \$12.95, and a tax charge of \$9.31. Please adjust our account to reflect only those items for our normal phone service, and the monthly charge for the Yahoo High Speed Internet as per our agreement with Toy on October 17, 2006.

Respectfully,



Louis A. Green

Enclosure

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