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May 4 2007

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

RECEIVED-DOCKETING DIV
2007 MAY -7 PM 2:40
PUCO

Re: NEON vs. AT&T Ohio

Dear Sir or Madam:

07-547-TP-CSS

Enclosed please find an original and 11 copies of a Complaint. Please file in your usual manner and return one time-stamped copy in the enclosed self-addressed stamped envelope.

Very truly yours,



DENNIS A ROTMAN

DAR:jks
Enclosure

PUBLIC UTILITIES COMMISSION OF OHIO

NORTHEAST OHIO NEIGHBORHOOD)
 HEALTH SERVICES, INC.)
 8300 Hough Avenue)
 Cleveland, OH 44103)

vs.)

AT&T OHIO)
 45 Erieview Plaza)
 Cleveland, Ohio 44114)

COMPLAINT

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 PUCO

Northeast Ohio Neighborhood Health Services, Inc. (hereinafter "NEON"), for its Complaint against AT&T Ohio, states as follows:

NEON entered into an agreement with SBC Ohio, the predecessor of AT&T Ohio (both of which companies are hereinafter collectively referred to as "AT&T"), in 1999, whereunder AT&T would provide, install, and service telecommunications for NEON, a company providing health care at several locations in Cuyahoga County, Ohio.

NEON, by and through counsel, alleges the following complaints against AT&T:


- 1) **NEON Miles Road Location** – From December 2003 to January 2006, lines were consistently dropped, causing "ring no answer". NEON called AT&T repeatedly with no clear solution. As a result, NEON lost business and consistently received complaints from patients.
- 2) **NEON Euclid Location** - From July 2004 to July 2005, duplicate DSL billing occurred. NEON repeatedly called AT&T, only for the problem to be ignored. When the complaint was finally handled, there was no credit offered.
- 3) **NEON Hough Location** – From January 2003 to June 2006, NEON was overbilled on line 216-231-7700. NEON was also billed for services not requested such as voice mail, call forwarding and other services.

- 4) **NEON Hough Location** – In November 2005, AT&T disconnected NEON's local services for "non payment". This was done without a call or letter of warning of the impending disconnection. NEON has been a client of AT&T for over forty years. After further investigation, it was determined that AT&T had applied NEON's payment to the wrong account. The payment was applied to an account that should have been closed in 2000.
- 5) **NEON** – In 2000, NEON requested that several accounts be disconnected due to non-use and fulfillment of contract obligations. NEON continued to be billed for several of those accounts in 2003. NEON again requested these accounts be canceled. Accounts continued to be billed until 2006. In 2004, those accounts were placed in collections by AT&T. This affected NEON's credit rating and had a negative impact on their ability to capitalize, costing NEON thousands of dollars.
- 6) **NEON** – (All Locations) – In January 2003, NEON took advantage of a promotional program offered by AT&T to reduce their local line service costs. As of January 2006, that discount had not been applied to NEON's Hough location, Miles location, Euclid location or Payne location
- 7) **NEON - Hough Location** – In 2002, a contract was executed by NEON with AT&T to install ISDN voice circuits. Circuits were installed and billed. As of September 2005, these circuits were not "turned up" or working. As of this date, they continue not to perform.
- 8) **NEON - Hough Location** – In January 2003, NEON requested 37 new telephone lines be installed. This request was made due to complications in the "cutover" of NEON from Corecom to AT&T. AT&T inadvertently disconnected NEON's service. In an effort to generate expediency, AT&T recommended new service be installed, as it continued the "cutover" procedure. AT&T explained that the new lines installed would act as a temporary service, and would be disconnected once the "cutover" was completed. AT&T also stated that it would credit any

charges incurred from the new service by NEON. AT&T did, in fact, bill for the new numbers, as well as the installation. As of January 2004, the new numbers had not been disconnected and were not disconnected until AT&T was threatened with a lawsuit. As of January 2006, NEON's account has not been credited.

WHEREFORE, for the damages it has sustained as a result of the actions of AT&T, NEON demands judgment against AT&T Ohio in the amount of Seven Hundred Fifty Thousand Dollars, together with the costs of this action.

Respectfully Submitted,

A handwritten signature in cursive script, reading "Dennis A. Rotman", is written over a horizontal line.

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