

NC

07-754-TP CSS

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RECEIVED-DOCKETING DIV

FILE

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2007 JUN 27 PM 12: 51

FORMAL COMPLAINT FORM

PUCO

\_\_\_\_ Gary Kiehl, AmTote International, Inc. \_\_\_\_  
(YOUR NAME)

AGAINST

\_\_\_\_ AT&T \_\_\_\_  
(THE COMPANY)

MY COMPLAINT IS: Citing points d. and e. of the formal complaints instructions; "d) that a rule, tariff, rate, charge, or service, or practice affecting service of a public utility is unjust and unreasonable; e) that a public utility has provided inadequate service"; I make this complaint:

AT&T practice does not allow AmTote to open a trouble ticket, nor obtain reasonable and accurate postmortem review on trouble tickets related to AT&T transport equipment located on AmTote premises where this equipment provides the exclusive means for AmTote to conduct business with its customers. Reasonable alternative methods and technology have not been made available in a timely fashion to avoid further AmTote business interruption when requested.

A fault to AT&T owned equipment at 3891 Grove City Road, Grove City, OH occurred at 4:30 PM, May 23, 2007. This fault interrupted all services preventing AmTote from conducting its computerized totalizer services business. AT&T did not have sufficient methods in place to alert it to the alarm that should have been generated. Attempts made by AmTote to open a trouble ticket on the failed equipment were thwarted by AT&T policy regarding transport facilities tickets. Several, lower level service trouble tickets were opened, and in each case, the cause of the fault, the on-prem fiber mux, was identified to the reporting center worker. In each case, AmTote was told that there is no way to notify the transport group of the problem directly, that the low level service issue only would be addressed. This is unreasonable when an entire location is interrupted from conducting business, and the cause is obvious.

After nearly an hour and a half without indication that AT&T was even aware, or working on the problem, the mux responded to a deep reset. According to AT&T, this reset action caused an alarm to be generated at AT&T, the resulting transport ticket, TE320252, was opened. Now that the transport group was alerted to the issue, AmTote requested a site dispatch in spite of the restored function of the mux to have the root cause identified. A dispatch occurred at 10:00 PM, but without any explanation of the cause. AT&T replaced both processor cards, although no fault was attributed to those cards' performance.

AmTote asked for the "Reason For Outage", and actions taken in the form of a ticket Postmortem since without a technical cause and correction, AmTote feels they are still vulnerable to outages associated with the mux. Initially, AmTote was told that a Postmortem would be provided. AT&T learned of the damages AmTote faced from its customers when the reasons for requesting a Postmortem were discussed. After this point, the Postmortem was not forthcoming. No written acknowledgement was given to AmTote of AT&T's equipment fault and subsequent service outages.

Learning this, I made an informal complaint to the PUC outlining the issue, and asking for assistance obtaining the Postmortem. Complaint GK1E05290745.

I've learned that AT&T's response has not been to the transport ticket, but to a dial tone ticket that was not worked until after the mux was operational again. This implies that the problem is minor. The problem is of

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extreme importance because all communications through AT&T's mux is lost when a fault of this magnitude occurs.

AmTote's customers have requested explanation of the interruption to their business, for which I have no proof that the fault was not AmTote, but AT&T equipment. Disclosure of AT&T's problem will prevent damage litigation against AmTote from its customers.

The PUC can resolve this formal complaint by stipulating to AT&T that transport equipment faults occurring on AmTote premises may have tickets opened by AmTote and worked in an expedient timeframe, and disclosure of the fault with its corrective action must be made available to AmTote when requested.

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**NOTE: ADDITIONAL INFORMATION MAY BE ATTACHED**

  
SIGNATURE

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