

09-377-TP-CSS



The Public Utilities  
Commission of Ohio

MDEA082208Z6

Case Number

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

## Formal Complaint Form

Hi TecMetal Group Inc.

Customer Name

1101 East 55th St.

Customer Address

Cleveland

OH 44103

City

State Zip

8310000714951 & 80026018145 & 8310000855042 & 8310001229391

Account Number

**Against**

Customer Service Address (if different from above)

AT&T

Utility Company Name

Carol Stream

IL 60197-5019

City

State Zip

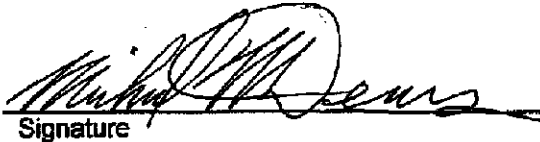
Please describe your complaint. (Attach additional sheets if necessary)

Please see attached document.

RECEIVED-DOCKETING DIV

2009 MAY -1 PM 2:18

PUCO



Signature

216-881-8100

Customer Telephone Number

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rechnician MAY 1 2009 Date processed

We ordered three services from AT&T at the end of January 2008. Our representative was Robert Scott. All of these services were upgrades of services currently provided by AT&T. We were not changing providers. We have had nothing but trouble with these new services and have not in fact used any of them, at all. The first to be attempted was the Flex-Reach line to replace our PRI. The second was to replace our current MIS line with a new MIS line. The third was to replace three of our current Point-to-Point T1 connections with three new ones.

After the T1 line for the Flex-Reach Line from AT&T, this is similar to a PRI T1 but allows the unused bandwidth to be used for Internet connectivity, was installed I attempted to complete the test and turn-up portion of the installation. After two months working with AT&T on it, it still did not work, I had been assured that while I was no expert in phone systems they had people on staff with the expertise to assist in successful implementation of the service. I was being billed from the day it was installed. I disputed this. I informed AT&T of the difficulties experienced in installation and was informed that I had won my dispute. I was assured there would be no penalty and was told I would receive instructions on returning the equipment they had sent me. I believed this had been resolved. I received an email from Bonnie Toft asking whether we were canceling our Flex Reach line on May 21, 2008 and replied that we were not going forward with it. I was informed that it might take a month or two to resolve in billing. It took until July for my continued billing disputes to cause them to inform me a form needed to be filled out and submitted. I did so on July 9, 2008. I had received email verification that they had received my cancellation request and that it was being processed. I believed this to be taken care of at this point. Again it was indicated that it could take a month or more for the results to be shown in my billing.

The MIS connection was installed and the equipment received in the March time frame as well. I waited to go through the test and turn-up for this connection until late April as I was working on the Flex-Reach and it was not going well. I contacted the test and turn up number they had provided and after working on the phone with a technician for an hour I realized the SmartCard for that T1 was not present. I informed the tech and he said he would send out a field technician. After two more bills arrived for the line and I remained unable to contact Robert Scott, our sales rep. I canceled the connection and returned the equipment. I submitted the cancellation form on August 20, 2008. I returned the router, modem, and various cables as they had requested. Two days later a field tech showed up to fix the line. He put a SmartCard in and it did not work. He checked our wiring to the outside world and it was fine. He moved to the CO (central office) for our connection and found the SmartCard on that end was dead. He replaced it and returned to our facility and told me it worked now. I was called later that week and asked about the repair. I told them that while the line was already canceled the technician had done a fine job fixing it. They asked what fixing it had entailed and I explained the circumstances of the line not working. I let them know the line would not be used.

Soon after the difficulty with the installation of the Flex-Reach and the MIS connections the Point-to-Point connections were installed. They failed to inform me before any of the point-to-point installations. I only knew of the installations when called by employees at the other locations or when a technician would arrive at our main office. June 13, 2008, Maureen Weist, Service Manager Customer Relations, AT&T-OHIO sent me a confirmation email stating that the installation was complete in which it stated they would contact me for 'test and turn up', which would let me know I could use the lines. We were billed for the Point-to-point connections from the date of installation. When I tried to dispute this they told me they were not at fault and we would have to pay the full amount. I had been unable to contact my account manager, Robert Scott, since May 16. I was unable to get a response from him until Friday, July 13. In the response he apologized for not responding sooner and stated that he would be out of the office all

of the following week. He provided me the phone number of his supervisor, Leo Stocum. I called Leo first thing Monday and he said he would look into the issues I was having and get back to me. I left him a message that Friday and he responded with an email apologizing and stating Robert Scott was reassigned and our new account rep would be Tom Clause. I contacted Tom Clause and tried to cancel our agreement as they had failed in this instance as in the other two to provide the minimum level of service expected. He transferred me to a higher-level account manager, who's name I did not write down, who tried to then tell me they weren't at fault and that he was looking at the email I had been sent which he claimed informed me of installation and also that the lines were ready to use. He told me a name and claimed that individual sent me the email. I have archived all of the emails I received from AT&T. When I pointed out that I had received my email from Maureen Weist and stated her name and position he admitted to not having the email in front of him and said he would investigate and contact me. I've never heard from him again. I repeatedly contacted my new account manager who was either not there or quickly needed to get off the phone claiming he will call me back and failing to. Then, on August 21, they contacted the owner of the company and informed him that they were going to collect the full amount from our company even if it required litigation, disregarding all of our previous attempts at a resolution. They once more tried to state that I had received an email stating the lines were ready to use. I successfully disproved this with the owner.

September 16, 2008 Blossom Davis-Robinson, AT&T Global Customer Care, informed me that I had lost my most recent dispute on the MIS bill. When I asked why I was informed that since our SmartCard was gone because our CO had taken our card and then died, and then we had recovered it and it worked now, they were not at fault. I was speechless. My first question was where the information had come from. She did not know. I then informed them of the actual events. I then asked why they were indicating that I should go ahead and use the line. I had canceled and sent back the equipment. This surprised her. She informed me that my cancellation request had been cancelled, not my connections. Stated that in their records, per Michael McNerny, "The customer requested these lines not be cancelled. They changed this minds and will be keeping them." She also stated that both my PRI and MIS lines were listed on the same cancellation request, and that that request was the cancelled request. I filed the requests separately over a month apart. I asked who Michael McNerny was as I had never heard of him in the past. She emailed him, copying me, asking who had canceled my requests in my name. I received an email stating DDTS#558666 had been canceled because "customer decided to keep circuits" per Michael McNerny. An email from Michael McNerny showed the request had come from Tom Clause on 8/21/08. Michael McNerny attributed the cancellation to both Tom Clause and Sean Walsh. I had not been informed of this change in August, nor did Tom mention it at our meeting on September 11. I did not request or endorse this action.

We have attempted informal complaints. We thought on multiple occasions that we had reached an agreement to move forward with them. Each time the agreement we had agreed on was not what they tried to implement. We would like to be free of this contract in it's entirety with no penalties and without paying any billing related to these items in view of this.