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The Public Utilities Commission of Ohio  
Docketing Division  
180 East Broad Street  
Columbus, OH 43215-3793

00-1251-TP-CSS

Re: **Formal Complaint – Message Com USA v. Nextlink, Ohio, LLC**

Dear Docketing Department:

Please find enclosed Complainant, Message Com USA's, **Formal Complaint**, together with ten (10) copies of same. Please file this Complaint in your usual fashion and return a time-stamped copy to me in the self-addressed, stamped envelope provided for your convenience. As the Formal Complaint states, it is requested that the PUCO set hearing on this matter.

If you should have any other questions or concerns, please do not hesitate to contact me at the numbers listed above.

Very truly yours,

*Dean W. Van Dress*  
DEAN W. VAN DRESS (DAS)  
Attorney for Message Com USA

DVD/dlv  
Enclosures as named.

KNOPR0.02/LTR/PUBLICUTILITIES.001

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IN THE PUBLIC UTILITIES COMMISSION OF OHIO

MESSAGE COM USA  
24834 Lorain Road  
North Olmsted, Ohio 44070,

Complainant,

v.

NEXTLINK, OHIO LLC  
Two Easton Oval, Suite 300  
Columbus, Ohio 43219,

Defendant.

CASE NO.: 00-1251-TP-CSS

JUDGE

FORMAL COMPLAINT

Now comes the Complainant, Message Com USA, by and through its undersigned attorney, and states as follows for its Complaint:

1. On or about September 22, 1998, a Service Plan Contract was entered into between Nextlink Ohio LLC and Message Com USA. The terms and conditions of said Contract are more specifically illustrated in the attached Service Plan labeled Plaintiff's Exhibit 1.
2. During the past year, and while under obligation to the terms specified in the aforementioned Service Agreement, Nextlink erroneously and unconscionably overcharged Message Com USA in the approximate amount of Twenty-Six Thousand Dollars (\$26,000.00).
3. In May of 1999, Nextlink erroneously and unconscionably charged Message Com USA a fee for a grossly incorrect number of telephone calls; to wit, Two Hundred Thirty-Four Thousand Two Hundred Sixty-Six (234,266) calls in one (1) month.

4. Since September 22, 1998, Nextlink provided insufficient and unreasonable telephone service to Message Com USA, damaging Message Com's good name, daily revenue, and future earnings. This inadequate service took the form of dropped calls, busy signals and/or uncompleted calls.

5. As a direct and proximate result of the aforementioned acts, Nextlink USA is in violation of R.C. 4905.01 et seq., and specifically R.C. 4905.26, 4905.61 and 4905.22.

WHEREFORE, Complainant prays for relief as follows:

1. That the PUCO holds hearing on this matter.
2. That the PUCO make a finding that Nextlink Ohio has provided inadequate service in violation of R.C. 4905.01 et seq.
3. That the PUCO grant whatever other relief that it deems just and equitable.
4. That the PUCO certify this matter for adjudication of damages in a court of common pleas with competent jurisdiction.

Respectfully submitted,



DEBRA J. DIXON (0060090)  
DEAN W. VAN DRESS (0070581)  
JAMES L. DEESE (0024699)  
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Suite 216  
Cleveland, OH 44113  
(216) 621-9100  
Attorneys for Complainant

DVD/dlv

KNOPRO.02/PLD/COMPLAINT.001



## SERVICE PLAN

This Service Plan is entered into this 22 day of September 1998, between NEXTLINK, Ohio L.L.C., or assigns, "NEXTLINK" at Two Easton Oval, Suite 300, Columbus, Ohio 43219, and Message Com. USA, herein called "Subscriber"), whose address is 24824 Lorain Road North Olmsted, OH 44070.

## 1. TERM

The term of this Service Plan shall be for the term 3 years, commencing upon installation of the subscriber's service.

## 2. SERVICES

During the term of this Service Plan, NEXTLINK agrees to the following:

Quantity	Service Description	Unit Price	Installation
1. <u>24</u>	DID Trunks	\$22.00	\$45.00 per trunk
2. <u>1</u>	Digital Transport	\$150.00	\$120.00
3. <u>106</u>	Blocks of 20 DID Stations	\$3.25	
4. <u>23</u>	Centrex Lines	\$27.75	\$45.00 per line
5.	Measured Service	\$0.03 initial minute, \$0.01 additional minute	
	Billed in 6 second increments from first second		
6.	Long Distance Usage	\$0.08 per minute	
7. <u>800 Usage</u>	\$0.08 per minute, 6 second intervals — no surcharge from payphones		
	(Universal Service Fee-Pic C)	\$0.30 per Centrex line, \$0.00 per DID Trunk	
Additional Remarks: Please credit customer two month's of local line charges / DID TRUNKS / DID BLOCKS / T1 TRANSPA. RK			
LONG DISTANCE		(less than) < \$3,000 x	(greater than) > \$3,000
Local / LD		\$0.08	\$0.07
LD Only		\$0.09	\$0.08

NOTE: Customer invoice will reflect actual NEXTLINK services installed.

## 3. SATISFACTION GUARANTEE

Within the first 90 days from installation of customer's service, if the customer is not completely satisfied with NEXTLINK's service, and NEXTLINK Ohio has not corrected the customer's service after having received adequate notice of the relevant service issues, customer will be entitled to terminate this plan without penalty. In addition, if NEXTLINK is not able to address customer's service issues to customer's satisfaction within 30 days of notification, NEXTLINK will, at the customer's request, pay the customer the tariffed non-recurring installation charges for basic service to re-install the customer back to the previous Local Exchange Carrier customer used prior to installing NEXTLINK services.

## 4. TERMS AND CONDITIONS

The parties agree that standard terms and conditions are hereby incorporated into and shall become a part of this Service Plan by reference.

## 5. BILLING AND USAGE-RELATED INFORMATION

In the course of providing service to you, we will possess certain billing and usage-related information about the quantity, type and destination of telecommunications services you use. You have a right, and we have a duty, to protect the confidentiality of this information. This information may be useful to tailor our products and services to your needs and to enhance our ability to meet all of your telecommunications needs. By checking the authorization box on this document, we will use your billing and usage-related information to offer you other NEXTLINK Ohio (or its affiliates) products or services that may satisfy your needs and to respond to your concerns if you have become dissatisfied or cancel any of our services. Of course your decision will not harm the quality of service provided, and we will honor your choice until you expressly tell us otherwise.

☐ I authorize NEXTLINK Ohio, its affiliates, or its agents, to use billing and usage information related to my account to see if I would benefit from other telecommunications services offered by NEXTLINK Ohio, its affiliates, or its agents, and market them to me.

Signature

NEXTLINK, OH. L.L.C.:

SUBSCRIBER:

Message Com. USA

Organization Name

Signature

September 23, 1998

Date

2 Summit Park Drive

Suite 250

Indianapolis, IN 46204

Phone: 317-592-1100

EXHIBIT

ALL-STATE® INTERNATIONAL