

BEFORE THE PUBLIC SERVICE COMMISSION of MISSOURI

Jefferson City, Missouri

**FILED**<sup>3</sup>

APR 24 2003

Missouri Public  
Service Commission

Tri-Lakes Net, Inc,  
A Missouri Corporation,

PETITIONER:

vs.

MCI Worldcom Communications, Inc,

RESPONDENT:

Case No. XC-2003-0011

FIRST AMENDED EMERGENCY COMPLAINT

COMES NOW, The Complainant, Tri-Lakes Net, Inc, a Missouri Corporation by it attorney, Charles J. Fain MBN 14830, and files this first amended emergency complaint against MCI Worlcom Communications, Inc, a telephone company operating in the State of Missouri, and subject to the jurisdiction and regulation of the Public Service Commission of the State of Missouri and States:

1. Tri-Lakes Net, Inc, is a Missouri corporation doing business throughout the State of Missouri furnishing service to its customers about 3200 in Missouri of service and access to the Internet facilities. In doing so it depends upon the

Respondent, MCI Worldcom Communications, Inc, for phone service.

2. The service it obtains from MCI is regulated by the Missouri Public Service Commission.

3. Over the years, it has depended upon and used the phone service of MCI. Without service it is not possible to carry on its business with its approximately thirty two hundred customers receiving Tri-Lakes service. The result of a cut off of MCI services will have disastrous effects on Tri-Lakes and its customers.

4. A dispute exists as to whether Tri-Lakes owes a balance to MCI or whether MCI owes for overcharges it has made in the past and paid by Tri-Lakes to MCI.

5. According to Tri-Lakes accounting, it has been over billed by MCI for at least \$88,745.60 plus taxes. The calculation of overcharges is set out in Exhibit A attached hereto and incorporated by reference herein.

6. MCI claims that Tri-Lakes owes it \$262,158.44. It has further asserted such is not paid services will be terminated. A copy of that assertion is set out as Exhibit B and incorporated by reference herein.

7. Communications with MCI officials have delayed an immediate cut off of services to this date but termination of services is threatened for the immediate future.

8. For the above reasons Tri-Lakes Net sot an order from this Commission deterring such an order a notice of complaint, an order establishing a procedural scheduling.

WHEREFORE, Petitioner prays for an immediate temporary  
order from this commission to MCI that no such termination of service  
be made without further order of this commission.

Charles J. Fain

Charles J. Fain  
Attorney for Petitioner  
166 Heritage Estates Road  
Branson, Mo. 65616  
Phone 417 239 3913  
State of Missouri )  
County of Taney )

TRI-LAKES NET

By: James R. Arend  
James R. Arend, President

James R. Arend, of legal age and being duly sworn, states that he is  
President of Tri-Lakes Net, a Missouri corporation and that the facts stated in  
the above complaint are true, according to his best knowledge, information and  
belief, this 21<sup>st</sup> day of April 2003, A.D.

James R. Arend  
James R. Arend

Subscribed and sworn to before me the undersigned Notary Public  
the day and year above written.



My Commission Expires:  
March 13, 2006

Stephana M. Babbitt  
NOTARY PUBLIC

I certify I mailed a copy to all attorneys  
of record this 22 day of April, 2003

Charles J. Fain

## **Exhibit A**

To Whom It May Concern:

I wanted to take a minute to explain the spread sheet and a few of the circuits. First of all you will notice 2 circuit ID's associated with each location, one is the local access circuit and the other is frame relay and pvc (permanent virtual circuit) circuit.

We have 2 different pricing going on as well due to signing an upgrade contract on 3/25/02.

The figures you find in the spread sheet do not include taxes.

The problems that have accrued are:

- 1.) WOD64804 never existed.
- 2.) WOD64401 & WOD64402 were installed on the same day. Shouldn't MCI have the same total for each?
- 3.) WOE11124 & WOE11126 were installed on the same day. Again shouldn't MCI have the same total for each?
- 4.) WOD49126 worked correctly until the other T1's were put in place on 1/23/01. From that point on we had major problems with this circuit. MCI representatives along with Cisco representatives met with Tri-Lakes Net, Inc. MCI and Cisco explained by having a router which cost \$17,954.88 we could balance the load of having 5 T 1's instead of going to a T 3 internet pipe. Tri-Lakes Net, Inc. feels this circuit should not have billed due to Tri-Lakes Net, Inc. getting only a 37% usage.

## **Exhibit A**

5.)WOD64401 again worked correctly until the other T1's were put in place on 1/23/01. From that point on we had major problems with this circuit. MCI representatives along with Cisco representatives met with Tri-Lakes Net, Inc. MCI and Cisco explained by having a router which cost \$17,954.88 we could balance the load of having 5 T 1's instead of going to a T 3 internet pipe. Tri-Lakes Net, Inc. feels this circuit should not have billed due to Tri-Lakes Net, Inc. getting only a 23.5% usage.

6.)We upgraded our T 1's to a T 3 on 8/31/02 MCI did the upgrade and never turned off the T 1's.

7.)We are to have 2 shadow T 1's to back up the T 3 in case the T 3 goes down but have not receive that set up as of yet. If the T 3 went down it would be detrimental to Tri-Lakes Net, Inc.

8.)After upgrading to a T 3 we can't receive news feeds any more.

9.)We do not have a representative to call if we are having problems or want to upgrade make changes or anything else.

10.)MCI shut Tri-Lakes Net, Inc. off after the Public Service Commissions told MCI not to.

I hope this helps in the understanding as to why Tri-Lakes Net, Inc. feels as if MCI hasn't billed correctly and taken care of their responsibilities as a vender.

## Exhibit A

Location-Start date	Circuit ID-Local Access	Circuit ID-Frame Port	MCI-Billing	Contract billing
Springfield-12/12/00	WOD48113		\$4,578.00	\$8,100.00
Springfield-12/12/00		WOD48115	\$7,343.55	\$8,894.76
Osceola-12/12/00	WOD48326		\$10,080.00	\$8,100.00
Osceola-12/12/00		WOD48331	\$10,104.40	\$10,765.86
Jerico Springs-4/26-01	WOD48406		\$8,456.66	\$6,750.00
Jerico Springs-4/26/01		WOD48408	\$4,637.28	\$5,834.70
Wheatland-4/26/01	WOD48615		\$7,159.99	\$6,750.00
Wheatland-4/26/01		WOD48616	\$5,990.94	\$5,834.70
Weaubleau-12/29/00	WOD48669		\$9,250.00	\$7,935.38
Weaubleau-12/29/00		WOD48670	\$8,334.12	\$8,726.92
Humansville-12/12/00	WOD48756		\$9,093.33	\$8,100.00
Humansville-12/12/00		WOD48757	\$9,103.96	\$8,894.76
Bolivar-12/12/00	WOD49072		\$11,320.00	\$10,800.00
Bolivar-12/12/00		WOD49075	\$8,189.84	\$8,894.76
Reeds Spring-6/14/01	WOE76520		\$9,306.66	\$8,400.00
Reeds Spring-6/14/01		WOE76519	\$8,807.43	\$8,991.78

# Exhibit A

Galena-6/14/01	WOE76542		\$6,440.00	\$5,880.00	
Galena-6/14/01		WOE76531	\$6,858.70	\$7,536.48	
Crane-6/14/01	WOE76552		\$7,300.16	\$5,880.00	
Crane-6/14/01		WOD76548	\$7,095.50	\$7,536.48	
Kimberling City-6/14/01	WOE76568		\$9,156.66	\$8,400.00	
Kimberling City-6/14/01		WOE76567	\$8,256.84	\$8,796.18	
Cape Fair-6/14/01	WOE76580		\$9,793.00	\$8,400.00	
Cape Fair-6/14/01		WOE76570	\$6,868.57	\$7,536.48	
Gainsville-6/15/01	WOE76618		\$9,186.61	\$8,400.00	
Gainsville-6/15/01		WOE76614	\$7,085.63	\$7,732.08	
Branson-12/7/00	WOD64799		\$8,906.66	\$8,138.68	
Branson-12/7/00	WOE76214		\$17,356.66	\$8,138.68	
Branson-12/7/00		WOE76300	\$42,824.57	\$38,124.00	
Unknown	WOD64804		\$2,657.80		
Total frame			\$281,543.52	\$262,272.68	\$18,270.84



## Exhibit A

Type Access-Start date	Circuit ID-Port & Access			
Internet T-1-12/4/00	WOD49126	\$41,939.28	\$26,637.36	
Internet T-1-1/9/01	WOD64401	\$34,552.88	\$23,571.75	
Internet T-1-1/9/01	WOD64402	\$33,352.88	\$23,571.75	
Internet T-1-1/23/01	WOE11124	\$34,298.43	\$23,706.00	
Internet T-1-1/23/01	WOE11126	\$36,891.83	\$23,706.00	
Internet T-3-8/31/02	WOG63442	\$46,400.00	\$35,767.68	
		\$227,435.30	\$156,960.54	\$70,474.76
<b>Total</b>				<b>\$88,745.60</b>



6929 N Lakewood Avenue 52-510 Tulsa, OK 74117 918-590-3952 Fax 918-590-1332  
E-mail Pstrick.Moray@wcom.com

June 25th, 2002

**VIA FACSIMILE AND OVERNIGHT MAIL**

James R. Amad, President  
Tri-Lakes Net, Inc.  
703 S. Veterans Blvd.  
Branson, MO 65616

**RE: Notice of Disconnection**

Dear Mr. James R. Amad:

Pursuant to certain agreements by and between MCI WorldCom, Inc. ("WorldCom") and Tri-Lakes Net, Inc. ("Customer"), including but not limited to that certain MCI WorldCom Reseller Service Agreement (as the same may have been amended, modified or supplemented from time to time, the "Service Agreement"), Tri-Lakes Net, Inc. requested and agreed to pay for, and WorldCom agreed to provide, telecommunications services to Tri-Lakes Net, Inc. to the terms and conditions of the Service Agreement and applicable tariffs filed by WorldCom with the FCC and other regulatory agencies. Tri-Lakes Net, Inc. has failed to pay for the telecommunications services provided by WorldCom under the Service Agreement resulting in an outstanding total balance of at least \$179,469.52 ("Payment") owed to WorldCom. Such failure of Tri-Lakes Net, Inc. to pay its obligations to WorldCom constitutes default under all agreements by and between WorldCom, and any of its affiliates, and Tri-Lakes Net, Inc., including but not limited to the Service Agreement. As a result of Tri-Lakes Net, Inc. default of its obligations to WorldCom, and pursuant to the terms of the Service Agreement, notice is hereby given that all of the obligations and indebtedness due WorldCom by Tri-Lakes Net, Inc. are immediately due and payable.

Notice is also hereby given that if WorldCom does not receive the Payment from Tri-Lakes Net, Inc. within Ten (10) days of the date of this letter, WorldCom will terminate all telecommunications services currently being provided by WorldCom, and any of its affiliates, to Tri-Lakes Net, Inc. on or after 12:00 Noon CDT July 10th, 2002. Such termination shall occur without further notice to Tri-Lakes Net, Inc.

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Given this demand for payment and notice of termination, it is Tri-Lakes Net, Inc.'s responsibility to determine whether Tri-Lakes Net, Inc. should notify its resellers, distributors, customers, and such other parties, including without limitation all federal and state agencies as may be required under applicable law.

Neither this letter, nor WorldCom's action or failure to act, nor WorldCom's acceptance of any payment from or negotiations with Tri-Lakes Net, Inc. should be construed to be either (1) a reversal of WorldCom's acceleration of Tri-Lakes Net, Inc. obligations to WorldCom; or (2) a waiver of WorldCom's notice and right to terminate all telecommunications services currently being provided by WorldCom, and any of its affiliates, to Tri-Lakes Net, Inc. on or after 12:00 Noon CDT July 10th, 2002 absent Tri-Lakes Net, Inc. immediate payment in full of the total amount due WorldCom.

Any failure or delay by WorldCom in exercising any of its rights and remedies under any agreements entered into by and between WorldCom, and any of its affiliates, and Tri-Lakes Net, Inc. should not be construed to be a modification, alteration, release, limitation, waiver or cure of any default, breach, right, remedy, power or privilege of WorldCom under its agreements Tri-Lakes Net, Inc., any other agreement, document, instrument, applicable law or equity or any of WorldCom's rights or remedies thereunder or shall prejudice any of WorldCom's rights thereunder or hereunder except to the extent expressly provided in any written agreement executed by WorldCom.

Should you have any questions regarding this letter, or if you would like to discuss the foregoing demand for payment and notice of termination, please contact me at (918)-590-3952.

Yours truly,



Patrick Morey,  
Manager, Corporate Credit Dept.  
MCI WorldCom, Inc.