

**Sprint**



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**Sprint Nextel**

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**Jennifer A. Duane**

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FILE

November 8, 2006

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PUCO

VIA OVERNIGHT MAIL

Reneé J. Jenkins  
Director of Administration  
Public Utilities Commission of Ohio  
180 East Broad Street, 13<sup>th</sup> Floor  
Columbus, Ohio 43215-3793

Re: Michael Smith, Complainant v. Sprint Communications Company L.P.,  
Respondent  
PUCO Case No. 06-1275-TP-CSS

Dear Ms. Jenkins:

I enclose for filing an original and ten (10) copies of the Answer of Sprint Communications Company L.P. ("Sprint") in the above-referenced Complaint matter. Service has been made in accordance with the attached Certificate of Service.

Please return a filed-stamped copy of this letter in the enclosed self-addressed, postage-prepaid envelope. If you have any questions, please feel free to contact me. Thank you for your attention to this matter.

Sincerely,

Jennifer A. Duane

Enclosure

This is to certify that the images appearing are an  
accurate and complete reproduction of a case file  
document delivered in the regular course of business.  
Technician CLH Date Processed 11-9-06

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

<b>Michael Smith</b>	)	
	)	
<b>Complainant,</b>	)	
	)	
<b>v.</b>	)	<b>Case No. 06-1275-TP-CSS</b>
	)	
<b>Sprint Communications Company L.P.</b>	)	
	)	
<b>Respondent.</b>	)	
	)	

**ANSWER OF SPRINT COMMUNICATIONS COMPANY L.P.**

Sprint Communications Company L.P. ("Sprint"), for its answer to the Complaint filed against it by the above-named Complainant, states as follows:

1. Sprint states that Michael Smith was once a customer of Sprint. Its records show that it provided long distance service to Mr. Smith at 3891 W. 226 Street, Cleveland, Ohio 44126 with a telephone number of 440-779-1748.

2. Sprint admits that Mr. Smith opened his account in 1997. Specifically, Sprint's records show that Mr. Smith opened his account on October 7, 1997. Sprint denies the statement by Mr. Smith that he made no changes to his account since the time he established it or that his long distance service was disconnected without any notice. Sprint's records show that Mr. Smith contacted Sprint's customer service department on August 25, 2004 and indicated that he wished to cancel his account. Sprint implemented Mr. Smith's cancellation request as of that date and issued a credit to his account in the amount of \$5.63.

3. Mr. Smith states that he made a long distance phone call lasting approximately an hour for which he was charged \$76.00. Because Mr. Smith no longer has an active long distance account, Sprint is unable to either admit or deny Mr. Smith's statement. Sprint would need to

view the bill Mr. Smith received, presumably from his local exchange carrier, containing this charge in order to verify it.

4. Sprint hereby denies any other allegations of Complainant not expressly admitted.

#### First Affirmative Defense

5. The Complainant fails to state a claim upon which relief can be granted.

#### Second Affirmative Defense

6. Sprint denies that it has violated any legal obligation owed to Mr. Smith. Its services and practices have been consistent with applicable provisions of law and accepted standards within the telephone industry.

7. Sprint further states that the Complainant has failed to state reasonable grounds for proceeding to hearing as required by Ohio Revised Code Section 4905.26.

#### Proposal for Settlement

8. Because Mr. Smith did not have an active long distance account with Sprint, when he made the long distance call in question, he was evidently charged a casual calling rate for the call, which tends to be higher than the rates imposed on accountholders pursuant to their service plans.

9. In the interest of reaching a settlement of this complaint matter, Sprint is willing to re-rate any long distance charges Mr. Smith incurred at casual calling rates to the rates he would have been charged under the long distance service plan he formerly had with Sprint. Sprint requests that the Complainant provide it with copies of the bills he received that included these charges so that Sprint can perform this re-rate.

WHEREFORE, having fully answered the complaint, Respondent Sprint respectfully requests that this Complaint be dismissed.

Respectfully submitted,

SPRINT COMMUNICATIONS COMPANY L.P.

A handwritten signature in cursive script, appearing to read "Jennifer A. Duane", is written over a horizontal line.

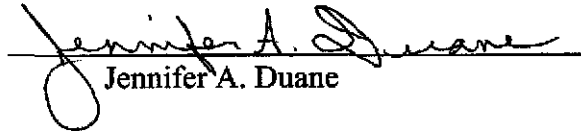
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Its Attorney

Dated: November 8, 2006

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing Answer of Sprint Communications Company L.P. was served by overnight mail on the party listed below on this 8<sup>th</sup> day of November, 2006.

  
Jennifer A. Duane

Michael Smith  
3891 W. 226<sup>th</sup> Street  
Fairview Park, Ohio 44126