

BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO

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Northeast Ohio Neighborhood Health Services, Inc., )  
)  
Complainant, )  
)  
v. )  
)  
AT&T Ohio, )  
)  
Respondent. )

PUCO

Case No. 07-547-TP-CSS

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ANSWER OF AT&T OHIO

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AT&T Ohio<sup>1</sup>, for its Answer to the Complaint filed against it, states as follows:

1. AT&T Ohio admits that it entered into an agreement with the Complainant in 1999 to provide various telecommunications services.
2. AT&T Ohio denies the allegations of paragraph 1 of the Complaint.
3. In response to paragraph 2 of the Complaint, AT&T Ohio admits that duplicate billing occurred but avers that an appropriate billing credit was applied to the Complainant's November 2004 bill. AT&T Ohio denies the other allegations of paragraph 2 of the Complaint.
4. AT&T Ohio denies the allegations of paragraph 3 of the Complaint, and avers that it

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<sup>1</sup> The Ohio Bell Telephone Company uses the name AT&T Ohio.

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billed the Complainant for services provided by another vendor, ILD Services, through a third-party billing arrangement. AT&T Ohio further avers that it provided the Complainant with relevant copies of its bills and instructed Complainant to contact that vendor for an adjustment.

5. In response to paragraph 4 of the Complaint, AT&T Ohio admits that it disconnected Complainant's service for non-payment, but avers that 1) it did so because Complainant mailed in one check with four payment stubs; 2) that it provided appropriate notice of disconnection which the Complainant ignored; and 3) that payments were eventually applied to the proper accounts and service was restored.

6. In response to paragraph 5 of the Complaint, AT&T Ohio admits that it disconnected certain services at the request of the Complainant. AT&T Ohio avers that the Complainant did not pay the final bills for those services and continued to be billed for the final billed amounts. AT&T Ohio further avers that any impact on the Complainant's credit rating for its failure to pay the final bills is a result of Complainant's inaction, and not any action on the part of AT&T Ohio.

7. In response to paragraph 6 of the Complaint, AT&T Ohio admits that the Complainant took advantage of a promotional program offered by AT&T Ohio, but avers that the Complainant failed to connect its equipment to its ISDN Prime circuits and thus did not reduce its number of lines such that it would achieve any billing savings.

8. In response to paragraph 7 of the Complaint, AT&T Ohio admits that it entered into a contract with the Complainant as alleged and that the circuits were installed on the due date. AT&T Ohio avers that the circuits were "up" and ready since the date of installation on January 25, 2002 but that the Complainant's vendor was unresponsive to AT&T Ohio's requests to coordinate the installation and operation of Complainant's equipment on those circuits.

9. In response to paragraph 8 of the Complaint, AT&T Ohio admits that it installed new service in January 2003 but avers that this service was not identified as temporary or that any arrangements or requests were made by Complainant to have the service disconnected. AT&T Ohio avers that it was the Complainant's or its agent's responsibility to order the disconnection of the service. AT&T Ohio avers that the service was ultimately disconnected at Complainant's request in October, 2006 and that no billing credit is due.

10. AT&T Ohio denies any allegation of the Complaint not specifically admitted.

11. With regard to the Complainant's demand for judgment, AT&T Ohio avers that the Commission has no authority to award damages or costs.

12. AT&T Ohio says that it has breached no legal duty owing Complainant and that its service and practices at all relevant times have been in full accordance with all applicable provisions of law and accepted standards within the telephone industry.

Affirmative Defense

13. To the extent the Commission determines that Complainant's service was inadequate or unreasonable in any respect, such circumstance is the result of acts or omissions by the Complainant, its agents, or others operating under its direction and control.

WHEREFORE, having fully answered, Respondent AT&T Ohio respectfully prays that this Complaint be dismissed.

Respectfully submitted,

AT&T Ohio

By:

  
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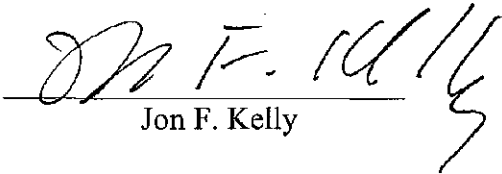
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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Answer of AT&T Ohio has been served on the following party by depositing it in the U. S. Mail, postage prepaid, this 29th day of May, 2007.

Northeast Ohio Neighborhood Health Services, Inc.

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Jon F. Kelly