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BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

Robert L. McKim, Sr.,	)	
	)	
Complainant,	)	
	)	
v.	)	Case No. 07-1108-TP-CSS
	)	
AT&T Ohio,	)	
	)	
	)	
	)	
Respondent.	)	

ANSWER OF AT&T OHIO

AT&T Ohio, for its Answer to the Complaint filed against it, states as follows:

1. AT&T Ohio admits that the Complainant, Mr. McKim, was previously an SBC customer.

2. AT&T Ohio admits that Mr. McKim, purchased DSL for $14.99 but was initially billed for a node, shipping and prorated charges and then $16.42 a month, thereafter for monthly service charges. The monthly service charge includes required tax and other surcharges.

3. AT&T Ohio admits that Mr. McKim received credit for his internet service in December 2005 and January 2006.

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4. AT&T Ohio agrees that Mr. McKim was a Lifeline customer.

5. AT&T Ohio is without sufficient information to form a belief as to the truth of the allegation made as to what AT&T Ohio's service representative explained to Mr. Kim.

6. AT&T Ohio sent a notice to Mr. Kim in October 2006 that the outstanding balance on his account would be separated between local regulated services and non-regulated services and that he had 14 days to respond or the outstanding amount for the non-regulated service would be sent to outside collections. Mr. McKim's outstanding amount for non-regulated services in the amount of $274.10 was sent to outside collections. Mr. McKim's January 2006 local service bill shows that this amount was removed from the local service account. It appeared as a credit to that account. However, the $274.10 balance consists of unpaid charges for the DSL, Long Distance, ILD Services and a portion of the local services that were non-regulated.

7. AT&T Ohio's bill separation process is a standard procedure taken to protect residential customers from getting their local service disconnected for non-payment.

8. AT&T Ohio is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding the Complainant's DSL accounts. [1]

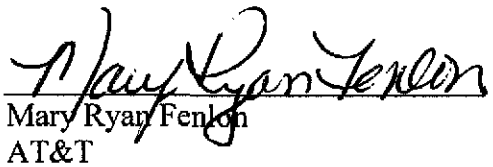
9. AT&T Ohio states that it has breached no legal duty owing Complainant and that its service and practices at all relevant times have been in full accordance with all applicable provisions of law and accepted standards within the telephone industry.

10. AT&T Ohio states that Complainant fails to state reasonable grounds for proceeding to hearing as required by the provisions of Ohio Revised Code Section 4905.26.

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

Respectfully submitted,

AT&T OHIO

By: 

Mary Ryan Fenlon
AT&T
150 E. Gay St., Room 4-A
Columbus, Ohio 43215

(614) 223-3302

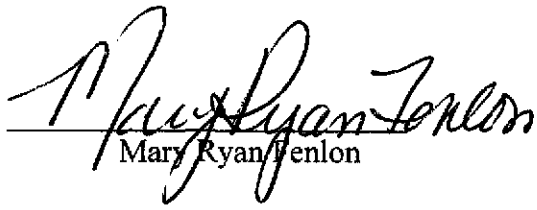
Its Attorney

[1] DSL is not provided by AT&T Ohio, but rather is provided by an entity not subject to jurisdiction by the Public Utilities Commission. AT&T Ohio, therefore, reserves the right to file an appropriate Motion to Dismiss this complaint based on jurisdiction at a later time.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been served on the following party by depositing it in the U. S. Mail, postage prepaid, this 30th day of October, 2007.

Robert McKim, Sr.
38450 Ailensworth Dr., D11
Scio, OH 43988



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