

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

Optimum System Products,)	
)	Case No. 08-1066-TP-CSS
Complainant,)	
)	
v.)	
)	
AT&T Ohio,)	
)	
Respondent.)	

ANSWER OF AT&T OHIO

Now comes AT&T Ohio, Respondent herein and for its Answer to the Complaint states as follows:

1. Complainant had contracted for DS-1 service with AT&T Ohio in 2003.
2. AT&T Ohio avers that Complainant terminated the service prior to the contract's expiration date.
3. AT&T Ohio has billed the Complainant for termination liability charges in the amount of \$10,309.54.
4. AT&T Ohio avers that the liability charges have been incurred pursuant to AT&T Ohio's Guidebook.
5. 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.

6. The Complaint fails to state reasonable grounds for proceeding to hearing as required by §4905.26, Revised Code.

Wherefore, having fully answered, Respondent requests that the Complaint be dismissed.

Respectfully submitted,

AT&T Ohio

By: /s/ Mary Ryan Fenlon

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in

Case No(s). 08-1066-TP-CSS

Summary: Answer Answer to Complaint filed by Optimum System Products electronically filed by Ms. Mary K. Fenlon on behalf of AT&T Ohio