

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

John A. Bell, d/b/a John A. Bell, Attorney-)	
At-Law,)	Case No. 08-1313-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's business address is 2700 East Main Street, Bexley, Ohio 43209.
2. Complainant entered into a verbal one-year agreement for Customer Biz Saver on July 15, 2005 with AT&T Ohio. The agreement included an automatic two-year renewal.
3. AT&T Ohio denies for lack of knowledge the allegations set forth in paragraph 3.
4. AT&T Ohio denies for lack of knowledge the allegations set forth in paragraph 4.
5. AT&T Ohio admits that it suggested to the Complainant that the significant number of calls could have been made by a computer through a

dial up modem. AT&T Ohio denies for lack of knowledge the remaining allegation in paragraph 5 regarding detailed billings.

6. AT&T Ohio denies for lack of knowledge the allegations set forth in paragraph 6.
7. AT&T Ohio denies the allegations in paragraph 7 for lack of knowledge.
8. AT&T Ohio denies the allegations set forth in paragraph 8 for lack of knowledge.
9. AT&T Ohio agrees with the statement made in paragraph 9.
10. AT&T Ohio denies the allegations set forth in paragraph 10 for lack of knowledge.
11. AT&T Ohio avers that Complainant's plan expired and was removed from the September 2008 bill.
12. AT&T Ohio denies the allegations set forth in paragraph 12 for lack of knowledge.
13. AT&T Ohio agrees that Complainant contacted AT&T and spoke with a service representative on October 15, 2008, regarding the billing.
14. AT&T Ohio agrees with the statement set forth in paragraph 14.
15. AT&T Ohio avers that copies of notices sent by the Company to its customers are not kept permanently.
16. AT&T Ohio's acknowledges that the service representative placed Complainant back on the Customer Biz Saver Plan and that no adjustments were made to Complainant's bill.

17. AT&T Ohio denies the allegations set forth in paragraph 17 for lack of knowledge.
18. AT&T Ohio is aware that Complainant contacted the Public Utilities Commission for an informal complaint.
19. AT&T Ohio advised the Public Utilities Commission that it would contact Complainant to discuss his billing concerns.
20. AT&T Ohio contacted Complainant and discussed the issue with someone named Joshua.
21. AT&T Ohio denies the allegations made in paragraph 21 for lack of knowledge
22. AT&T Ohio offered to place Complainant on a new plan and reimburse for partial past charges.
23. AT&T Ohio admits that, upon the expiration of the contract, the Custom Biz Saver service plan terminates unless the customer notifies the Company that it wants to continue the service.
24. AT&T Ohio denies the allegations set forth in paragraph 24.
25. AT&T Ohio did not terminate pending review of this complaint as long as Complainant remained current on the undisputed amounts.
26. See response to paragraph 25 above.
27. See response to paragraph 25 above.
28. See response to paragraph 25 above.
29. See response to paragraph 25 above.

30. See response to paragraph 15. AT&T Ohio denies the remainder of the allegations set forth in paragraph 30.
31. See response to paragraph 15 above.
32. AT&T Ohio denies the allegations set forth in paragraph 32.
33. AT&T Ohio denies the allegations set forth in paragraph 33.
34. AT&T Ohio denies the allegations set forth in paragraph 34 for lack of knowledge.
35. AT&T Ohio 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.
36. The Complaint fails to state reasonable grounds for proceeding to hearing as required by §4905.26, Revised Code.
37. AT&T Ohio denies any other allegation of Complainant not expressly admitted.

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

Respectfully submitted,

AT&T Ohio

By: /s/ Mary Ryan Fenlon

Mary Ryan Fenlon
Trial Attorney
150 East Gay Street, Rm. 4A
Columbus, Ohio 43215
(614) 223-3302

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Answer was filed on April 29th, 2009, by first class postage prepaid to the following:

John A. Bell dba John A. Bell, Attorney at Law
2700 East Main Street- Suite 102
Bexley, OH 43209-1022

/s/ Mary Ryan Fenlon
Mary Ryan Fenlon

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

4/29/2009 4:24:25 PM

in

Case No(s). 08-1313-TP-CSS

Summary: Answer to the Complaint filed by John A. Bell electronically filed by Ms. Mary K. Fenlon on behalf of AT&T Ohio