

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

Nexus Communications, Inc.,)	
)	
Complainant,)	
)	
v.)	Case No. 10-2518-TP-CSS
)	
AT&T Ohio,)	
)	
Respondent.)	

AT&T OHIO'S ANSWER TO FIRST AMENDED COMPLAINT

AT&T Ohio¹, pursuant to the Entry adopted on January 31, 2011, for its Answer to the First Amended Complaint ("Complaint") filed against it, states as follows:

1. AT&T Ohio admits the allegations of paragraph 1 of the Complaint.

2. AT&T Ohio admits the allegations of paragraph 2 of the Complaint.

3. AT&T Ohio admits the allegations of paragraph 3 of the Complaint.

4. AT&T Ohio denies the allegations of paragraph 4 of the Complaint.

5. AT&T Ohio admits the allegations of paragraph 5 of the Complaint.

¹ The Ohio Bell Telephone Company is a public utility in Ohio and provides certain Commission-regulated services in Ohio, such as the services at issue here, as well as other services. The Ohio Bell Telephone Company uses the name AT&T Ohio, which is used in this Answer.

6. AT&T Ohio admits the allegations of paragraph 6 of the Complaint.

7. AT&T Ohio denies the allegations of paragraph 7 of the Complaint.

8. AT&T Ohio denies the allegations of paragraph 8 of the Complaint.

9. AT&T Ohio denies the allegations of paragraphs 9 through 41 of the Complaint, except that paragraphs 10 - 12 are quotations from various statutes and rules and do not require a response.

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

11. AT&T Ohio avers that it has breached no legal duty owed to the 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 Defenses

12. The Complaint fails to state reasonable grounds or otherwise state a cause of action for which relief can be granted.

13. The Complaint should be dismissed because the Complainant has not complied with the dispute resolution provisions of the parties' interconnection and/or resale agreements.

14. The Complaint should be dismissed because the claims are barred by the doctrines of laches, estoppel, and waiver and are made outside of the applicable time period limiting such an action.

15. Count Five of the Complaint should be dismissed because it relies on R. C. § 4905.33, which does not apply to telephone companies in this context, pursuant to R. C. § 4927.03(C) (effective September 13, 2010).

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

Respectfully submitted,

AT&T Ohio

By: /s/ Jon F. Kelly
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Its Attorney

Certificate of Service

I hereby certify that a copy of the foregoing has been served by e-mail this
22nd day of February, 2011 on:

Nexus Communications, Inc.

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Case No(s). 10-2518-TP-CSS

Summary: Answer to first amended complaint electronically filed by Jon F Kelly on behalf of AT&T Ohio