

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 SECOND AMENDED COMPLAINT

AT&T Ohio¹, pursuant to the Entry adopted on July 15, 2011, for its Answer to the Second 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 admits the allegations of the first sentence of paragraph 4 of the Complaint. Except as expressly admitted herein, AT&T Ohio denies the remainder of the allegations of paragraph 4.

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.

5. As to paragraph 5 of the Complaint, AT&T Ohio admits that it has made available certain promotional offerings to its retail customers that have lasted for more than 90 days. Except as expressly admitted herein, AT&T Ohio denies the remainder of the allegations of paragraph 5.

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

7. As to paragraph 7 of the Complaint, AT&T Ohio admits that the terms of the tariffs filed with the Commission under which the above-referenced promotions were offered, and accessible letters regarding such tariffs, speak for themselves. Except as expressly admitted herein, AT&T Ohio denies the remainder of the allegations of paragraph 7.

8. As to paragraph 8 of the Complaint, AT&T Ohio admits that the terms of the tariffs filed with the Commission under which the above-referenced promotions were offered, and accessible letters regarding such tariffs, speak for themselves. Except as expressly admitted herein, AT&T Ohio denies the remainder of the allegations of paragraph 8.

9. AT&T Ohio denies the allegations of paragraphs 9 through 55 of the Complaint, except that paragraphs 14 - 17 are quotations from various statutes and rules and do not require a response and except that paragraphs 19 - 20 are quotations from the parties' interconnection agreement 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. The Complaint is barred and/or relief thereunder is limited to the extent that the Complainant and/or its end users failed to meet the terms and conditions of eligibility and/or qualification to receive the benefits of the promotional offers associated with the telecommunications services resold to the Complainant.

16. 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

10-2518.answer to second amended complaint

Certificate of Service

I hereby certify that a copy of the foregoing has been served by e-mail this 4th day of August, 2011 on the following parties:

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