

Communication Options Inc. )  
 )  
 Complainant, )  
 )  
 v. ) Case No. 11-5316-TP-CSS  
 )  
 United Telephone Company of Ohio, dba )  
 CenturyLink, )  
 )  
 Respondent, )

Pursuant to Ohio Administrative Code (“OAC”) Rule 4901-9-01, Communication Options, Inc. (“COI”) hereby submits its Answer to the Counterclaim filed by Untied Telephone Company of Ohio dba CenturyLink (“CenturyLink”) on October 18, 2011 with the Public Utilities Commission of Ohio (the “Commission”).

Pursuant to OAC Rule 4901-9-01, COI submits its Answer to the Counterclaim filed by CenturyLink.

COI generally denies the allegations set forth in the Counterclaim, except as specifically admitted hereinafter.

- 4937556v1

Agreement is available on the Commission's website in Case No. 09-576-TP-NAG and is incorporated herein by reference.

**ANSWER:** COI admits that it is a party to an Interconnection Agreement approved by the Commission that became effective July 9, 2009.

2. CenturyLink has performed various services for COI under the Interconnection Agreement for which it is entitled to payment. CenturyLink has made available to COI for resale telecommunications services that it provides at retail to subscribers who are not telecommunications carriers. CenturyLink is presently providing COI with more than 1800 resold lines.

**ANSWER:** COI admits that CenturyLink has performed various services for COI under the Interconnection Agreement; COI further admits that it has been provided approximately 1800 resold lines by CenturyLink.

3. CenturyLink has also provided unbundled network elements and collocation to COI under the Interconnection Agreement. CenturyLink is presently providing COI with more than 200 EELs and 1200 UNE Loops.

**ANSWER:** COI admits that CenturyLink has provided unbundled network elements and collocation to COI under the Interconnection Agreement; COI further admits that CenturyLink is presently providing COI with approximately 200 EELs and approximately 1200 UNE Loops.

4. COI collects substantial revenue from its customers for the resold lines, EELs, and UNE Loops that it purchases from CenturyLink.

**ANSWER:** COI admits that it collects revenue from its retail customers for the resold lines, EELs, and UNE Loops that it purchases from CenturyLink.

5. Each month, CenturyLink has invoiced COI for the services provided under the Interconnection Agreement. The amount that is now more than 45 days overdue under the Interconnection Agreement for services rendered exceeds \$1.3 million.

**ANSWER:** COI admits that CenturyLink regularly invoices COI for the services provided under the Interconnection Agreement. COI denies that the amount so invoiced is now more than 45 days overdue; COI further denies that it owes CenturyLink in excess of \$1.3 million under the Interconnection Agreement.

6. The amounts owed to CenturyLink include amounts billed using two different billing systems: (a) the Ensemble billing system, which invoices for resale services, and for which COI owes CenturyLink more than \$1 million that is more than 45 days past due, and (b) the CASS billing system, which invoices charges for UNEs, EELS, and other services, and for which COI owes CenturyLink more than \$200,000.

**ANSWER:** COI admits that it receives bills under two different billing systems, the Ensemble billing system and the CASS billing system. COI denies that it owes CenturyLink more the \$1 million and denies that any amount is past due, COI further denies that it owes CenturyLink more than \$200,000 for UNEs, EELs, and other services.

7. Although COI has made vague allegations about purported difficulties it has experienced since the conversion of CenturyLink's previous CRB billing system to the Ensemble system in October of 2009, those vague allegations do not satisfy the requirements of Section 7.3 of the Interconnection Agreement and do not involve charges that were billed by CenturyLink using the CASS system.

**ANSWER:** COI denies that it has made any vague allegations regarding its well-established difficulties that it has experienced with the billing systems of CenturyLink since October of

2009; COI denies that it has in any way failed to satisfy the requirements set forth in Section 7.3 of the Interconnection Agreement; COI admits that its difficulties with CenturyLink's billing systems do not involve the CASS billing system, but otherwise denies that it has failed to timely remit any CASS-based invoices or that any CASS based billings are overdue.

8. CenturyLink has made repeated requests to COI to provide specific details of any billing errors but COI has failed and refused to provide such details as required under Section 7.3 of the Interconnection Agreement. In particular, COI has failed to submit in writing an itemization of the charges it is challenging that explains in reasonable detail the specific grounds for disputing the validity or applicability of any of the outstanding charges.

**ANSWER:** COI admits that CenturyLink has made repeated requests to COI to provide specific details of any billing errors; COI denies that it has refused to provide such detail as required under the Interconnection Agreement, but instead has repeatedly requested that it be provided an invoice in an auditable format as required under the Interconnection Agreement, which until August of 2011, CenturyLink refused to so provide.

9. COI has breached the Interconnection Agreement by failing to pay for the services that CenturyLink has provided under the Interconnection Agreement.

**ANSWER:** COI denies that it has breached the Interconnection Agreement; COI further denies that it has failed to pay for any services properly due and owing under the Interconnection Agreement.

### **FIRST DEFENSE**

CenturyLink has failed to set forth reasonable grounds for its Counterclaim and upon which relief can be granted.

## **SECOND DEFENSE**

COI has at all times acted in accordance with the Interconnection Agreement.

## **THIRD DEFENSE**

COI has breached no legal duty or contractual obligation owed to CenturyLink.

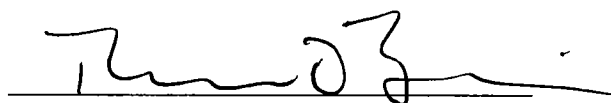
## **FOURTH DEFENSE**

COI reserves the right to raise additional defenses as warranted by discovery in this matter.

WHEREFORE, having fully answered the Counterclaim, COI respectfully requests that the Commission:

- Dismiss the Counterclaim with prejudice.
- Require CenturyLink to abide by the terms of the Arbitration Award and the Interconnection Agreement; and
- Order any other relief that the Commission deems appropriate, just and reasonable.

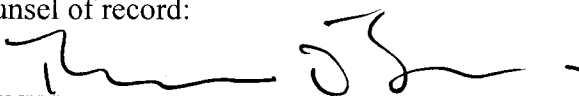
Respectfully submitted on behalf of,  
COMMUNICATION OPTIONS INC.



Thomas J. O'Brien  
BRICKER & ECKLER LLP  
100 South Third Street  
Columbus, OH 43215  
Telephone: 614-227-2335  
Facsimile: 614-227-2390  
E-mail [tobrien@bricker.com](mailto:tobrien@bricker.com)

## CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing was served via email this  
6<sup>th</sup> day of November 2011, to the following counsel of record:

  
\_\_\_\_\_  
Thomas J. O'Brien

Thomas Dethlefs  
CenturyLink  
1801 California Street, 10<sup>th</sup> Floor  
Denver, CO 80202  
Email: Thomas.dethlefs@CenturyLink.com

Christen M. Moore  
Porter Wright Morris & Arthur, LLP  
41 South High Street, 30<sup>th</sup> Floor  
Columbus, OH 43215-6194  
Email: cmoore@porterwright.com

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**11/7/2011 4:39:33 PM**

**in**

**Case No(s). 11-5316-TP-CSS**

Summary: Answer to United Telephone Company of Ohio dba CenturyLink's Counterclaim electronically filed by Teresa Orahod on behalf of Communication Options Inc.