

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

American Broadband and Telecommunications Company,)	
)	
Complainant,)	
)	
v.)	Case No. 12-966-TP-CSS
)	
AT&T Ohio,)	
)	
Respondent.)	

**COMPLAINT
AND
REQUEST FOR EXPEDITED RULING**

Now comes American Broadband and Telecommunications Company (“American Broadband”), pursuant to the Telecommunications Act of 1996 (hereinafter “TA-96”),¹ Ohio Revised Code Sections (“R.C.”) 4927.04, 4905.22, and 4905.26, and Ohio Administrative Code (“OAC”) Rule 4901-9(E), for its Complaint against AT&T Ohio (“AT&T”) on the basis that AT&T has violated its statutory, regulatory, and contractual duties by improperly billing American Broadband for installation charges, vertical services and toll charges incurred as a result of AT&T’s failure to properly block access to such services, late fees applied against these improperly assessed charges, and for refusing to work with American Broadband on resolving these billing issues.

For its Complaint, American Broadband states as follows:

¹ Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) (codified at 47 U.S.C. §§ 151 et seq.).

PARTIES

1. American Broadband is an Ohio corporation with its principal place of business located at 1 Seagate, Suite 600, Toledo, Ohio, 43699. American Broadband is authorized to provide competitive local exchange, exchange access, and interexchange services in the State of Ohio.² American Broadband is a public utility as defined in R.C. 4905.02 and a telephone company as defined in R.C. 4905.03(A)(2).

2. AT&T is a corporation organized and formed under the laws of the State of Ohio. AT&T is an incumbent local exchange carrier (“ILEC”) for certain areas in the State of Ohio, and within its operating areas, AT&T has at all relevant times been an ILEC as that term is defined in Section 251(h) of the Act, 47 U.S.C. § 251(h). AT&T is a public utility as defined in R.C. Section 4905.02 and a telephone company as defined in R.C. 4905.03(A)(2).

JURISDICTION

3. The Public Utilities Commission of Ohio (“Commission”) has jurisdiction over the subject matter of this Complaint pursuant to Sections 252(d)(1) and 252(e) of TA-96, R.C. Section 4927.04, as well as R.C. Sections 4905.03, 4905.04, 4905.05, 4905.06, and 4905.26. The Commission has continuing jurisdiction to enforce the terms and conditions of an interconnection agreement (“Interconnection Agreement”) entered into by and between American Broadband and AT&T under Sections 251 and 252 of TA-96.³

²American Broadband was granted its certificate to provide facilities-based telecommunications services within the State of Ohio in PUCO Case No. 03-1196-TP-ACE.

³ When the Interconnection Agreement was executed and later became effective, AT&T operated under the name SBC Ohio. See 47 U.S.C. §252(e); See, also, *Ohio Bell Tel. Co. v. Global Naps Ohio, Inc.* (S.D. Ohio 2008), 540 F. Supp.2d 914, 920 (holding that the “interpretation of the [TA-96] as a whole, and of § 252(e)(6), that is most consistent with Congress’s broad grant of responsibility to state commissions is one which requires litigants like AT&T to first raise their breach-of-ICA claims before the state commissions”).

4. The Interconnection Agreement was approved by the Commission on August 9, 2002 in Case No. 02-1121-TP-NAG, as amended in Case No. 03-2126-TP-NAG.⁴ A true and correct copy of the Interconnection Agreement is available in Case No. 03-2126-TP-NAG, and a hard copy will be made available upon request.

5. American Broadband has complied with the dispute resolution processes set forth in Sections 10.3 and 10.6 of its Interconnection Agreement, including sending formal written notice to AT&T on November 16, 2011, raising the issue directly with its AT&T Account Manager, and participating in good faith negotiations regarding the proposed amendment to its Interconnection Agreement. A copy of the correspondence from American Broadband to AT&T evidencing these discussions is attached hereto as Exhibit 1. To date, AT&T has never responded to American Broadband's requests for informal or formal dispute resolution.

6. In response to earlier and equally unjustified demands for payment of charges assessed in error by AT&T, American Broadband has established an escrow account in the amount of \$85,000 and provided a letter of credit in the amount of \$100,000, as security for payment to AT&T in the event that American Broadband's billing disputes are ultimately denied pursuant to the terms and conditions of its interconnection agreement with AT&T. Thus, AT&T now holds assurances in the amount of \$185,000 against American Broadband.

COUNT ONE

American Broadband's Wholesale Order Processing Services have been Improperly Suspended and is Subject to Improper Termination of Service

7. OAC Rule 4901-9-01(E) states that "If a person filing a complaint against a public utility is facing termination of service by the public utility, the person may request, in writing, that the commission provide assistance to prevent the termination of service during the

⁴ When the amendment was executed and later became effective, AT&T operated under the name SBC Ohio.

pendency of the complaint. The person must explain why he or she believes that service is about to be terminated and why the person believes that the service should not be terminated. A person making a request for assistance must agree to pay during the pendency of the complaint all amounts to the utility that are not in dispute.” Upon doing so, the Commission will issue a ruling on the request.

8. American Broadband has paid all non-disputed balances to AT&T. In fact, American Broadband has properly disputed charges totaling \$209,453, yet AT&T currently only claims a past due balance of \$78,130 (See Exhibit 2). The fact that American Broadband has provided assurances totaling \$185,000 to secure payment of American Broadband’s outstanding balances to AT&T is strong evidence that AT&T’s credit risk is negligible.

9. American Broadband’s service has been suspended and all services are subject to threatened termination according to the notice sent to American Broadband by AT&T, dated March 7, 2012, attached hereto as Exhibit 2.

10. American Broadband’s service is not properly subject to termination because the entire amount is the subject of a properly raised and bona fide dispute under the parties’ Interconnection Agreement. The disputed amounts and the basis for the disputes are discussed in greater detail below.

11. American Broadband has provided written notice to AT&T including specific details and reasons for disputing each item.

12. AT&T has determined to disregard American Broadband’s dispute claims and instead has unilaterally and summarily denied American Broadband’s bona fide claims without providing explanation of the reason(s) for denying such claims.

13. For the reasons stated above, American Broadband requests the Commission issue an immediate ruling ordering the restoration of wholesale ordering functionality and preventing the termination of its service to Ohio Lifeline customers during the pendency of this Complaint.

COUNT TWO

American Broadband Disputes the Improper Installation Charges

14. American Broadband repeats and realleges, as if rewritten herein, the allegations set forth in Paragraphs 1 through 13 of this Complaint.

15. On March 7, 2012, AT&T sent American Broadband a Notice of Suspension of Orders and Disconnection, demanding payment of \$78,130, representing past due balances that were the subject of bona fide disputes between the parties under their Interconnection Agreement. See Exhibit 2.

16. The March 7, 2012 Notice of Suspension contains balances attributable to both Ohio and Michigan and can be allocated approximately 50% to each jurisdiction for the purposes of this narrative. As of March 7, 2012, more than \$209,000, greater than the entire balance that AT&T has claimed as past due, had been properly disputed by American Broadband.

17. The current disputed balance stands at \$209,453. For the purposes of this Complaint, approximately 50%, or \$104,726 of the total disputed amount is attributable to services provided to Ohio retail customers through the Ohio Interconnection Agreement governing the provision of those services.

18. Of the total amount in dispute of \$209,453, \$100,146 is attributable to improperly assessed installation charges that were subject to waiver promotion applicable to AT&T's wholesale product offering known as Complete Choice Basic that was first reflected in an Accessible Letter, dated October 6, 2009, Number CLECAM09-194, and renewed through Accessible letter Number CLECAM210-172, dated November 16, 2010. In addition, AT&T's

Ohio tariff, in effect at the times the disputed charges were incurred, P.U.C.O. No. 20 Part 2, Section 8, 1st Revised Sheet 19, stated as follows:

A retail promotional period shall be established from January 1, 2009 through December 31, 2010. During that time, eligible residential customers will receive a waiver of the nonrecurring service ordering, line connection and central office connection charges to install the network access line.

Eligible residential customer are those new and/or existing residential customers who establish up to three network access lines with AT&T Ohio via the on-line ordering system at www.ATT.com.

The Ohio portion of this disputed balance is approximately 50% of the total, or \$50,000.

19. Disregarding the unequivocal terms and conditions of the promotion, AT&T improperly charged American Broadband for installation charges for service orders made pursuant to the above-referenced Accessible Letters.

COUNT THREE

American Broadband Dispute Improper Charges Attributable to Vertical and Toll Services

20. American Broadband repeats and realleges, as if rewritten herein, the allegations set forth in Paragraphs 1 through 19 of this Complaint.

21. Of the total amount in dispute of \$209,453, \$31,973 is attributable to charges billed to American Broadband for switching features such as call waiting, 3-way calling and automatic callback, also called “vertical features.” These charges are improper because each of these lines were ordered by American Broadband using the proper USOC codes for Complete Call Blocking, the service offering provided by AT&T that should prevent the access lines for which the charges are attributable from incurring such charges. The charges in question are the result of AT&T’s failure to provide the product requested by American Broadband and they are

improper. Of this \$31,973 amount attributable to this specific subject of the dispute, the Ohio portion is 50% or \$15,986.

COUNT FOUR

American Broadband Disputes the Improper Late Payment Charges

22. American Broadband repeats and realleges, as if rewritten herein, the allegations set forth in Paragraphs 1 through 23 of this Complaint.

23. The remainder of the disputed balance is attributable to late fees assessed by AT&T on charges that had been improperly rendered in the first instance, hence improperly assessed against American Broadband. This amount is \$77,333, the Ohio portion of which would, again be approximately 50% of the total, or \$38,666.

COUNT FIVE

Violation of the Interconnection Agreement

24. American Broadband repeats and realleges, as if rewritten herein, the allegations set forth in Paragraphs 1 through 23 of this Complaint.

25. AT&T provides wholesale telecommunications services to American Broadband pursuant to the Interconnection Agreement, which was approved in PUCO Case No. 03-2126-TP-NAG.

26. On October 6, 2010, and again on November 16, 2011, and as recent as February 2012, American Broadband requested, in writing, to enter into the informal and formal dispute resolution process, subject to paragraphs 10.4.5 and 10.6 of the Interconnection Agreement.

27. AT&T acknowledged receipt of the request, however to date, AT&T has never responded to begin either the informal or formal dispute resolution processes.

28. In taking these actions, AT&T has refused to work with American Broadband in reaching a resolution of the billing problems, thereby violating the Interconnection Agreement.

COUNT SIX
Violation of R.C. 4905.22

29. American Broadband repeats and realleges, as if rewritten herein, the allegations set forth in Paragraphs 1 through 28 of this Complaint.

30. R.C. 4905.22 states that “All charges made or demanded for any service rendered, or to be rendered, shall be just, reasonable, and not more than the charges allowed by law or by order of the public utilities commission, and no unjust or unreasonable charge shall be made or demanded for, or in connection with, any service, or in excess of that allowed by law or by order of the commission.”

31. Since approximately February 1, 2010, American Broadband has been over-billed by AT&T for services in Ohio by approximately \$209,453.

COUNT SEVEN
Request for Expedited Ruling Under OAC Rule 4901:1-7-28

32. Ohio Admin. Code Rule 4901:1-7-28 allows for American Broadband to request an expedited ruling filed under R.C. 4905.26 when the dispute “directly affects the ability of a telephone company to provide uninterrupted service to its customers or precludes the provisioning of any service, functionality, or network element under an interconnection agreement.”

33. As provided in Exhibit 2, attached to this Complaint, AT&T indicates that it has suspended acceptance of any further orders, except for disconnection, from American

Broadband. This action, which in fact has been taken by AT&T, directly impacts American Broadband's ability to provide uninterrupted service to its customers or precludes the provisioning of any service, functionality, or network element under an interconnection agreement.

34. Further, Exhibit 1 also indicates that AT&T **would terminate existing service on March 14, 2012.** Each of the customers served by American Broadband through the wholesale facilities provided by AT&T are Lifeline customers, who can ill afford to lose their telephone services.

35. For the reasons stated above, the Commission should follow the procedure set forth in OAC Rule 4901:1-7-28.

CLAIMS FOR RELIEF

WHEREFORE, American Broadband requests that the Commission do the following:

- Expedite its ruling on this Complaint pursuant to OAC Rule 4901:1-7-28;
- Require AT&T to continue its service to American Broadband during the pendency of the Complaint;
- Find that AT&T has improperly billed American Broadband for amounts that are not due and owing under the terms of the tariffs, Accessible Letters and the Interconnection Agreement between the parties; and
- Order any other relief that the Commission deems appropriate, just and reasonable.

Respectfully submitted,
American Broadband and Telecommunications Company



Thomas J. O'Brien (0066249)

J. Thomas Siwo (0088069)

BRICKER & ECKLER LLP

100 South Third Street

Columbus, OH 43215-4291

Telephone: (614) 227-2335

Facsimile: (614) 227-2390

e-mail: tobrien@bricker.com
tsiwo@bricker.com

CERTIFICATE OF SERVICE

The undersigned hereby acknowledges that a copy of the foregoing Complaint and Request for Expedited Ruling was served either by hand delivery or electronic mail as well as by regular U.S. Mail this 14th day of March, 2012.



Thomas J. O'Brien

Jon F. Kelly
AT&T Services, Inc.
150 E. Gay St., Room 4-A
Columbus, Ohio 43215
jk2961@att.com



104 N Summit St
3rd Floor
Toledo, OH 43604
t 1866 765 AMBT
t 877 211 5705
www.AMBT.net

November 16, 2011

Contract Administration
Attn: Notices Manager
311 S Akard, 9th Floor
4 AT&T Plaza
Dallas, TX 75202-5398

To whom it may concern,

Per the terms of our General Terms and Conditions of our ICA (Section 10.4.5), AMBT is notifying AT&T that it wishes to invoke the Informal Dispute (IDR) Process.

Please contact:
Jeff Ansted
American Broadband & Telecommunications
1 Seagate, Suite 600
Toledo, OH 43699

We look forward to resolving this per Section 10.5 and 10.5.1 of our ICA.

Sincerely,

A handwritten signature in black ink, appearing to read 'JH Ansted', written over a horizontal line.

Jeffrey S. Ansted, President

O'Brien, Thomas

From: Jeff Ansted [JAnsted@ambt.net]
Sent: Wednesday, March 14, 2012 2:45 PM
To: O'Brien, Thomas
Subject: FW: Formal Dispute Resolution

Read down to the e-mail I sent to Bob Cremen

Jeffrey S. Ansted, President
American Broadband & Telecommunications
1 Seagate, Suite 600
Toledo, OH 43699
Office 419.824.5810
Fax 419.205.9014

From: CREMEN JR., BOB [mailto:rc4919@att.com]
Sent: Friday, December 02, 2011 5:27 PM
To: Jeff Ansted
Subject: RE: Formal Dispute Resolution

Hi Jeff-

Eileen is on vacation this week and next Monday. I need to have a discussion with her to determine how she has communicated with you.

I will give you a call on Tuesday after I've had a chance to meet with her.

Thanks

Bob

From: Jeff Ansted [mailto:JAnsted@ambt.net]
Sent: Friday, December 02, 2011 11:38 AM
To: CREMEN JR., BOB
Subject: RE: Formal Dispute Resolution

Jeffrey S. Ansted, President
American Broadband & Telecommunications
1 Seagate, Suite 600
Toledo, OH 43699
Office 419.824.5810
Fax 419.205.9014

From: CREMEN JR., BOB (ATTPB) [mailto:rc4919@att.com]
Sent: Wednesday, November 03, 2010 5:57 PM
To: Jeff Ansted
Subject: RE: Formal Dispute Resolution

Jeff,

I have asked billing group for status on the claims you submitted. Normally, after the second rejection

3/14/2012

of claims, you would be directed to the billing dispute team. Have you been contacted by Tony Jackson?

Regarding the tariff, the Michigan tariff on our website is the 5th revision for Resale. It was last updated July 15, 2010. I have copied the section you requested below.

PART 22 - Resale Local Exchange Service 5th Revised Sheet 15
SECTION 1 - General Terms and Conditions Cancels 4th Revised Sheet 15

Issued: July 14, 2010 Effective: July 15, 2010

Robin M. Gleason, Vice President - State Regulatory

mitariff@att.com Detroit, Michigan 517 334-3400

ATT TN MI-10-0010

10. PROMOTIONAL OFFERINGS – DELETED

Sheets 16 through 118 have been deleted in this section.

Sections 2 through 20 have been deleted in this part.

Bob Cremen

Sr. Carrier Account Manager

Wholesale Customer Care

AT&T Operations, Inc.

(925) 824-8445

From: Jeff Ansted [mailto:JAnsted@ambt.net]

Sent: Wednesday, November 03, 2010 11:48 AM

To: CREMEN JR., BOB (ATTPB)

Subject: RE: Formal Dispute Resolution

Importance: High

Bob,

3 items:

- 1) We have not heard from anyone at AT&T in regard to our dispute Resolution and next steps.
- 2) We are looking at the AT&T Call Plan 400. It is found on the Michigan Bell Tariff, Part 22 (Resale) – Section 17, 7th Revised, Sheet 98. The USOC is 2LCXX. I just need you to confirm the pricing on this product. It shows \$12.51 per month in the Tariff. I just want to be sure.
- 3) As you may be aware, the Movers Cash Promotion (MW-082) was cancelled for Resale effective 11/1/2010. I was wondering if there is a similar promotion that we can access or if AT&T is considering bringing this back in the near future.

I look forward to hearing back from you very soon.

Regards,

Jeff

Jeffrey S. Ansted, President

American Broadband & Telecommunications

104 N. Summit St., 3rd Floor

3/14/2012

Toledo, OH 43604
Office 419.824.5810
Fax 419.205.9014

From: CREMEN JR., BOB (ATTPB) [mailto:rc4919@att.com]
Sent: Wednesday, October 06, 2010 2:49 PM
To: Jeff Ansted
Subject: RE: Formal Dispute Resolution

And you have submitted claims and they have been denied?

From: Jeff Ansted [mailto:jansted@ambt.net]
Sent: Wednesday, October 06, 2010 11:47 AM
To: CREMEN JR., BOB (ATTPB)
Subject: RE: Formal Dispute Resolution

Yes...we have gone through the normal billing dispute channels and discussed several discrepancies with your billing department relating to the application of the Online IC Waiver promotion. We can not agree on the interpretation of the tariffed language and an accumulated dispute amount of approximately \$58K is at issue.

Thanks,

Jeff

Jeffrey S. Ansted, President
American Broadband & Telecommunications
Office: (419) 824-5810
Fax: (419) 205-9014
e-Mail: jsa@ambt.net

From: CREMEN JR., BOB (ATTPB) [mailto:rc4919@att.com]
Sent: Wednesday, October 06, 2010 2:41 PM
To: Jeff Ansted
Cc: Jack Roche
Subject: RE: Formal Dispute Resolution

Jeff,

Have you gone through the informal dispute process?

Bob Cremen

Sr. Carrier Account Manager
Wholesale Customer Care
AT&T Operations, Inc.
(925) 824-8445

From: Jeff Ansted [mailto:jansted@ambt.net]
Sent: Wednesday, October 06, 2010 11:28 AM
To: CREMEN JR., BOB (ATTPB)
Cc: Jack Roche
Subject: Formal Dispute Resolution

3/14/2012

Bob,

Please consider this our formal notification to AT&T that American Broadband & Telecommunications is exercising our right under our Interconnection Agreement in section 10.6 to enter into the Formal Dispute Resolution process. Please get back to me to discuss your receipt of this e-mail and to initiate the process.

I look forward to hearing from you soon.

Sincerely,

Jeff

Jeffrey S. Ansted, President

American Broadband & Telecommunications

Office: (419) 824-5810

Fax: (419) 205-9014

e-Mail: jsa@ambt.net

3/14/2012

Jeffrey S. Ansted, President

American Broadband & Telecommunications

Office: (419) 824-5810

Fax: (419) 205-9014

e-Mail: jsa@ambt.net

From: CREMEN JR., BOB (ATTPB) [mailto:rc4919@att.com]

Sent: Wednesday, October 06, 2010 2:41 PM

To: Jeff Ansted

Cc: Jack Roche

Subject: RE: Formal Dispute Resolution

Jeff,

Have you gone through the informal dispute process?

Bob Cremen

Sr. Carrier Account Manager

Wholesale Customer Care

AT&T Operations, Inc.

(925) 824-8445

From: Jeff Ansted [mailto:jansted@ambt.net]

Sent: Wednesday, October 06, 2010 11:28 AM

To: CREMEN JR., BOB (ATTPB)

Cc: Jack Roche

Subject: Formal Dispute Resolution

Bob,

Please consider this our formal notification to AT&T that American Broadband & Telecommunications is exercising our right under our Interconnection Agreement in section 10.6 to enter into the Formal Dispute Resolution process. Please get back to me to discuss your receipt of this e-mail and to initiate the process.

I look forward to hearing from you soon.

Sincerely,

Jeff

Jeffrey S. Ansted, President

American Broadband & Telecommunications

Office: (419) 824-5810

Fax: (419) 205-9014

e-Mail: jsa@ambt.net



March 7, 2012

American Broadband and Telecommunications Co.
ATTN: Jeff Ansted
104 N. Summit Street, Floor 3
Toledo, OH 43604

UPS TRACKING NUMBER: 1Z 2AF 196 22 1022 5168

Jeff Ansted:

NOTICE OF SUSPENSION OF ORDERS AND DISCONNECTION

Reference is made to Section 9 of the interconnection agreement entered into by and between Michigan Bell Telephone Company, d/b/a AT&T Michigan and The Ohio Bell Telephone Company, d/b/a AT&T Ohio (collectively, "AT&T") and American Broadband and Telecommunications Company ("American Broadband"). Pursuant to Section 9 of the interconnection agreement, an initial notice to American Broadband was provided on 2/16/2012 demanding immediate payment of amounts due and outstanding on American Broadband's 5/02/2010 through 1/03/2012 invoices in the amount of \$173,686.39. More than fourteen (14) business days have passed since AT&T's 2/16/2012 notice to American Broadband. Partial payment has been received leaving \$78,130.60 yet to be paid. Accordingly, pursuant to Section 9 of the interconnection agreement, concurrent with the date of this notice, AT&T is suspending acceptance of any further orders (except those for disconnection) from American Broadband.

FURTHER, AT&T HEREBY NOTIFIES AMERICAN BROADBAND THAT ALL UNPAID, UNDISPUTED CHARGES ASSOCIATED WITH THE 5/02/2010 THROUGH 1/03/2012 BILLS MUST BE PAID TO AT&T WITHIN SEVEN (7) BUSINESS DAYS OF THIS LETTER. FAILURE TO COMPLY WILL RESULT IN AT&T DISCONTINUING SERVICE TO AMERICAN BROADBAND, IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN THE APPLICABLE TARIFF AND/OR INTERCONNECTION AGREEMENT.

In addition, AT&T has submitted to American Broadband additional bills, including 2/02/2012 in the amount of \$142,460.84. Although not the subject of this disconnection notice, payment on these bills will be due on 3/02/2012, as American Broadband has previously acknowledged. This amount will be due and may form the basis for future AT&T action.

If American Broadband disputes this notice, it shall communicate immediately, but in no event later than seven (7) business days, after receipt of this notice to inform AT&T in writing which portion of the charges it disputes, including the specific details and reasons for its dispute, and immediately pay to AT&T all undisputed charges and pay disputed charges into an interest bearing escrow account. American Broadband may appeal to the Public Service Commission Staff in the event that the grounds for the proposed disconnection remain in dispute.

American Broadband

3/07/2012

Page 2

PLEASE NOTE THAT AT&T RESERVES ANY AND ALL OF ITS RIGHTS UNDER THE TARIFF AND/OR INTERCONNECTION AGREEMENT, AND SHALL HAVE NO LIABILITY TO AMERICAN BROADBAND OR AMERICAN BROADBAND'S CUSTOMERS IN THE EVENT OF DISCONNECTION.

You may be receiving multiple collection letters based on the types of services or products you have; each letter stands on its own and does not modify or negate any prior letter unless explicitly stated therein.

If your payment in full and this notice have crossed in the mail, please accept our thanks and disregard this Notice. If there are any questions related to this notice, please contact me at 414-223-8254 or contact your account manager.

Sincerely,



Dan Faustmann

Manager – AT&T Accounts Receivable Center

CC:

-
- Bob Cremen, Account Manager
- Keith Burchfield, Director-Regional Account Management
- Jim Grier, Director – AT&T Accounts Receivable Center
- Julie A. Scherzer, Associate Director- AT&T Accounts Receivable Center
- Dorothea Jackson - AT&T Accounts Receivable Center
- Brian D. Robinson, AT&T Michigan Regulatory
- Robin M. Gleason, AT&T Michigan Regulatory
- Beverly A. Smith, AT&T Michigan Regulatory
- Vitas R. Cyvas, AT&T Ohio Regulatory
- Susan Drombetta, AT&T Ohio Regulatory
- Daniel R. McKenzie, AT&T Ohio Regulatory
- Jon Kelly, AT&T Ohio Regulatory

This foregoing document was electronically filed with the Public Utilities

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in

Case No(s). 12-0966-TP-CSS

Summary: Request for Expedited Ruling and Complaint Against AT&T Ohio electronically filed by Teresa Orahood on behalf of AMERICAN BROADBAND AND TELECOMMUNICATIONS COMPANY PRESIDENT