

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

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

AT&T OHIO'S ANSWER

AT&T Ohio¹, pursuant to R. C. § 4905.26 and Ohio Admin. Code § 4901-9-01,
for its Answer to Complaint ("Complaint") filed against it, states as follows:

1. AT&T Ohio admits the allegations of paragraph 1 of the Complaint, except that
"telephone company" is now defined in R. C. § 4905.03(A)(1).

2. AT&T Ohio admits the allegations of paragraph 2 of the Complaint, except that
"telephone company" is now defined in R. C. § 4905.03(A)(1).

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

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

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

5. AT&T Ohio denies the allegations of paragraph 5 of the Complaint and specifically avers that the Complainant has not complied with or exhausted the dispute resolution provisions of the Interconnection Agreement.

6. AT&T Ohio admits the allegations of paragraph 6 of the Complaint related to the escrow account and the letter of credit, but denies that these "assurances" are a substitute for the timely payment of invoices by the Complainant.

7. Paragraph 7 of the Complaint quotes from a Commission rule; the rule speaks for itself and the allegation requires no response.

8. As to paragraph 8 of the Complaint, AT&T Ohio denies that Complainant has "paid all non-disputed balances to AT&T" because certain of the amounts have not been properly or timely disputed. AT&T Ohio further denies that the "assurances" provide any evidence that AT&T's credit risk is negligible.

9. AT&T Ohio denies the allegation of paragraph 9 that Complainant's "service has been suspended." It has not been. As stated in Exhibit 2 to the Complaint, "Accordingly, pursuant to Section 9 of the interconnection agreement, concurrent with the date of this notice [March 7, 2012], AT&T is suspending acceptance of any further orders (except those for disconnection) from American Broadband." AT&T Ohio avers that service ordering was restored on March 20,

2012 and that the Complainant and AT&T Ohio jointly requested that the request for expedited ruling be withdrawn on March 21, 2012.

10. AT&T Ohio denies the allegations of paragraph 10 of the Complaint and specifically avers that the Complainant has not complied with or exhausted the dispute resolution provisions of the Interconnection Agreement and has not properly raised a bona fide dispute under the Interconnection Agreement. AT&T Ohio avers that service ordering was restored on March 20, 2012 and that the Complainant and AT&T Ohio jointly requested that the request for expedited ruling be withdrawn on March 21, 2012.

11. AT&T Ohio denies the allegations of paragraph 11 of the Complaint.

12. AT&T Ohio denies the allegations of paragraph 12 of the Complaint.

13. AT&T Ohio objects to the relief requested in paragraph 13 of the Complaint. AT&T Ohio avers that service ordering was restored on March 20, 2012 and that the Complainant and AT&T Ohio jointly requested that the request for expedited ruling be withdrawn on March 21, 2012.

14. AT&T Ohio responds to the allegations repeated in paragraph 14 of the Complaint in the same manner as set forth above as to those allegations.

15. AT&T Ohio denies the allegation of paragraph 15 of the Complaint that AT&T's March 7, 2012 notice represented past due balances that were the subject of bona fide disputes, but admits the other allegation of paragraph 15.

16. AT&T Ohio denies the allegation of paragraph 16 as to the allocation between Ohio and Michigan and avers that approximately 2/3rds of the amounts owed are attributable to Ohio accounts while only 1/3 of the amounts owed are attributable to Michigan accounts. AT&T Ohio further denies that Complainant has "properly disputed" more than \$209,000.

17. AT&T Ohio denies that allegations of paragraph 17 of the Complaint, and avers that the Complainant's estimated allocation between Ohio and Michigan accounts is incorrect.

18. AT&T Ohio denies the allegations of paragraph 18 of the Complaint, except that the quoted tariff language speaks for itself and requires no response.

19. AT&T Ohio denies the allegation of paragraph 19 of the Complaint.

20. AT&T Ohio responds to the allegations repeated in paragraph 20 of the Complaint in the same manner as set forth above as to those allegations.

21. AT&T Ohio denies the allegations of paragraph 21 of the Complaint.

22. AT&T Ohio responds to the allegations repeated in paragraph 22 of the Complaint in the same manner as set forth above as to those allegations.

23. AT&T Ohio denies the allegations of paragraph 23 of the Complaint.

24. AT&T Ohio responds to the allegations repeated in paragraph 24 of the Complaint in the same manner as set forth above as to those allegations.

25. AT&T Ohio admits the allegations of paragraph 25 of the Complaint.

26. AT&T Ohio denies the allegations of paragraph 26 of the Complaint.

27. AT&T Ohio denies the allegations of paragraph 27 of the Complaint.

28. AT&T Ohio denies the allegations of paragraph 28 of the Complaint.

29. AT&T Ohio responds to the allegations repeated in paragraph 29 of the Complaint in the same manner as set forth above as to those allegations.

30. As to paragraph 30 of the Complaint, it consists of a quotation from Ohio law that speaks for itself and requires no response.

31. AT&T Ohio denies the allegations of paragraph 31 of the Complaint.

32. As to paragraph 32 of the Complaint, it consists of a quotation from a Commission rule that speaks for itself and requires no response.

33. AT&T Ohio denies the allegations of paragraph 33 of the Complaint.

34. As to paragraph 34 of the Complaint, AT&T denies that Exhibit 1 to the Complaint contains any such reference. AT&T Ohio avers that it has not disconnected service pursuant to its March 7, 2012 notice. AT&T Ohio denies the remaining allegation of paragraph 34.

35. AT&T Ohio objects to the relief requested in paragraph 35 of the Complaint. AT&T Ohio avers that service ordering was restored on March 20, 2012 and that the Complainant and AT&T Ohio jointly requested that the request for expedited ruling be withdrawn on March 21, 2012.

36. AT&T Ohio objects to all the requested "claims for relief" enumerated on page 9 of the Complaint and denies that Complainant is entitled to any of them.

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

38. 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

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

40. The Complaint should be dismissed because the Complainant has not complied with or exhausted the dispute resolution provisions of the parties' interconnection agreement.

41. The Complaint should be dismissed because at least some of 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.

42. The Complaint is barred and/or relief thereunder is limited to the extent that the Complainant has 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.

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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12-966.answer

Certificate of Service

I hereby certify that a copy of the foregoing has been served by e-mail this 4th day of April, 2012 on the following:

American Broadband and Telecommunications Company

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