

**Before the  
PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Complaint of Terry Sky )  
Glendening vs. Cincinnati Bell Telephone ) Case No. 12-1968-TP-CSS  
Company LLC )

**ANSWER**

Cincinnati Bell Telephone Company LLC ("CBT") hereby responds to the Complaint filed by Terry Sky Glendening ("Glendening") on July 2, 2012 pursuant to Revised Code § 4905.26 and Ohio Administrative Code § 4901-9.

1. The Complaint relates to a repair issue that Glendening experienced in December 2011. CBT admits that Glendening reported trouble and that CBT scheduled a repair appointment for December 27, 2011. Because CBT had a technician available earlier and reasonably believed that the repair could be made from outside the home, a technician replaced the aerial drop to Glendening's home and installed a new NID on the outside of the house on December 24, 2011. Service was working up to the new NID at that time. On December 27, 2011, Glendening reported a service outage. CBT dispatched a technician on December 28, 2011 who could only check the line on the outside of the home and found no trouble in that portion of the line. CBT has been unable to further to diagnose or repair the problem because Glendening has failed and/or refused to schedule another appointment to allow CBT to access the inside portion of the line. Subsequently, Glendening terminated her service, so CBT has no ongoing obligation to repair her line.

2. CBT denies that it has engaged in any unfair or deceptive trade practices or that it has violated Revised Code § 4927.06.

3. Complainant has acted unreasonably by refusing to deal with CBT by telephone

and by insisting that all communications be made by mail. Complainant has further acted unreasonably by refusing to make an appointment with CBT to allow it inside access to diagnose the problem with her service and to make any necessary repairs.

4. CBT denies that it has refused to properly credit Glendening's bill. In response to her formal complaint, CBT has issued a credit for all charges as of December 24, 2011, the date on which she first claims the loss of dial tone.

5. CBT denies that the installation of a new NID at her home on December 24, 2011 was otherwise than in accordance with the standard terms of service.

6. CBT denies that it violated Ohio Revised Code § 4927.17(A) or that it changed any material terms of service.

7. CBT denies that it has transferred responsibility to Glendening for the portion of the drop wire leading to the original NID inside her house. Glendening has denied CBT access to that portion of the drop wire and prevented it from diagnosing any problem with that wire or repairing it.

8. CBT denies that it has charged Glendening for any repairs.

9. CBT denies violating Revised Code § 4927.08(B)(5) or that such statute is applicable to Glendening, who was a Complete Connections subscriber, not a basic local exchange service customer. Answering further, Glendening requested that her service be disconnected on February 17, 2012, so disconnection of her service for any reason on or after that date was not improper.

10. CBT admits that it dispatched a technician to Glendening's home on December 28, 2011, who verified that service was working up to the new NID that had been installed on December 24, 2011. This technician was unable to access the inside of the home to check the

remainder of the connection.

11. CBT acknowledges responsibility to put Glendening's line in working order up to the original NID inside her house. However, CBT must be given inside access in order to be held responsible for repairing it. Furthermore, once any necessary repairs have been made in the line between the old NID and the new NID, CBT has the right to establish the demarcation point at Glendening's home at the new NID and should service be ordered at that address in the future to maintain service only to that point.

12. CBT denies that Glendening is entitled to have a third party perform any inspections or repairs at CBT's expense.

13. CBT denies that it has any liability to Glendening for damages or that the Commission has legal authority to award damages.

14. Glendening's service was properly terminated and she has not requested that service be restored.

15. CBT denies that it is in violation of any statute or Commission rule or that it owes Glendening any compensation beyond the credit that has already been granted.

16. CBT's terms of service preclude any recovery of damages for interruption of service or for Glendening's time.

17. The Commission is without jurisdiction to award monetary relief to Glendening.

18. To the extent CBT has not admitted any particular factual allegation, the allegation is denied.

19. Glendening's Complaint fails to state reasonable grounds for complaint.

20. There is no need for a hearing on any issue raised by the Complaint.

CBT respectfully requests that the Commission dismiss the Complaint and deny the relief sought.

Respectfully submitted,

/s/ Douglas E. Hart

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**CERTIFICATE OF SERVICE**

I certify that on this 23<sup>rd</sup> day of July 2012, I served the foregoing Answer on Terry Sky Glendening, 19 Apple Lane, Milford, OH 45150, by first class U.S. mail, postage prepaid.

/s/Douglas E. Hart

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

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**Case No(s). 12-1968-TP-CSS**

Summary: Answer electronically filed by Mr. Douglas E. Hart on behalf of Cincinnati Bell Telephone Company LLC