

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

| | | |
|----------------------------------|---|-------------------------|
| The Frank Gates Service Company, |) | |
| |) | |
| |) | Case No. 12-2638-TP-CSS |
| Complainant, |) | |
| |) | |
| v. |) | |
| |) | |
| AT&T Ohio, |) | |
| |) | |
| Respondent. |) | |

**AT&T OHIO’S ANSWER TO COMPLAINT OF
THE FRANK GATES SERVICE COMPANY**

AT&T Ohio¹, by its attorneys and pursuant to Section 4901-9-01(B), of the Ohio Administrative Code, for its Answer to the Complaint filed in this matter by The Frank Gates Service Company (“Frank Gates”) states as follows:

AS TO PARTIES

- 1) AT&T Ohio admits that Frank Gates is an Ohio corporation.
- 2) AT&T Ohio is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 2 and therefore denies those allegations.
- 3) AT&T Ohio admits that Frank Gates purchased jurisdictional and non-jurisdictional services from AT&T Ohio.
- 4) AT&T Ohio admits that The Ohio Bell Telephone Company d/b/a AT&T Ohio is an Ohio corporation and is in good standing.

¹ The complaint names The Ohio Bell Telephone Company d/b/a AT&T Ohio as the Respondent. In keeping with the Commission's practice, the name AT&T Ohio is used in this pleading.

- 5) AT&T Ohio admits that it provides incumbent local exchange service and is a public utility as defined in R.C. 4905.02
- 6) AT&T Ohio admits that AT&T Corp. entered into a Master Services Agreement for several of its affiliates, including AT&T Ohio, for a number of different services, most of which are outside the definition of a public utility service, as defined in R.C. 4905.02, and thus are outside the jurisdiction of the Commission.

AS TO JURISDICTION

- 7) AT&T Ohio admits to being subject to the Commission's jurisdiction for certain services provided.
- 8) AT&T Ohio denies that the Commission has jurisdiction over the entire subject matter of this Complaint.
- 9) AT&T Ohio denies that the Commission has jurisdiction to provide the relief requested in this Complaint.

AS TO STATEMENT OF FACTS

- 10) AT&T Ohio admits that AT&T Corp, through its affiliates, provided a number of different services, primarily Managed Internet Service, to Frank Gates and its affiliates.
- 11) AT&T Ohio admits to the allegations made in Paragraph 11, except for that the Master Services Agreement was a "contract of adhesion with respect to Frank Gates."
- 12) AT&T Ohio is without knowledge or information sufficient to form a belief as to the truth of, and therefore denies, the allegations contained in Paragraph 12.

13) AT&T Ohio is without knowledge or information sufficient to form a belief as to the truth of, and therefore denies, the allegations contained in Paragraph 13.

14) AT&T Ohio denies each and every allegation set forth in Paragraph 14.

15) AT&T Ohio admits all of Paragraph 15 except for the second half of the last sentence starting with “even though...”

16) AT&T Ohio denies the allegations in Paragraph 16.

COUNT I

17) AT&T Ohio incorporates its answers for Paragraphs 1 through 16.

18) AT&T Ohio denies the allegations set forth in Paragraph 18.

19) AT&T Ohio is without knowledge or information sufficient to form a belief as to the truth of, and therefore denies, the allegations contained in Paragraph 19.

20) AT&T Ohio denies the allegations set forth in Paragraph 20.

21) AT&T Ohio denies the allegations set forth in Paragraph 21.

22) AT&T Ohio denies the allegations set forth in Paragraph 22, except for AT&T Ohio admits that the Master Services Agreement sets forth the process for termination of service.

COUNT II

23) AT&T Ohio incorporates its answers for Paragraphs 1 through 22.

24) AT&T denies the allegations set forth in Paragraph 24.

25) AT&T Ohio is without knowledge or information sufficient to form a belief as to the truth of, and therefore denies, the allegations contained in Paragraph 25.

26) AT&T Ohio is without knowledge or information sufficient to form a belief as to the truth of, and therefore denies, the allegations contained in Paragraph 26.

27) AT&T Ohio is without knowledge or information sufficient to form a belief as to the truth of, and therefore denies, the allegations contained in Paragraph 27.

COUNT III

28) AT&T Ohio incorporates its answers to Paragraphs 1 through 27.

29) AT&T denies the allegations set forth in Paragraph 29.

30) AT&T Ohio is without knowledge or information sufficient to form a belief as to the truth of, and therefore denies, the allegations contained in Paragraph 30.

31) AT&T Ohio denies the allegations set forth in Paragraph 31.

COUNT IV

32) AT&T Ohio incorporates its answers to Paragraphs 1 through 31.

33) AT&T Ohio denies the allegation set forth in Paragraph 33.

34) AT&T Ohio denies the allegations set forth in Paragraph 34.

PRAYER FOR RELIEF

- 1) Frank Gates has failed to set forth reasonable grounds under the Ohio Revised Code for complaint and therefore is not entitled to any relief.
- 2) AT&T Ohio states that it has breached no legal duty owing Frank Gates and that its service and practices at all relevant times has been in full accordance with all applicable provisions of law and accepted standards within the telephone industry.
- 3) AT&T Ohio states that all demands it has made of Frank Gates are reasonable and that it has made no wrongful demand.
- 4) AT&T Ohio denies any other allegation of the Complainant not expressly admitted herein.
- 5) AT&T Ohio urges the Commission to dismiss the Complaint for failure to set forth reasonable grounds and for lack of jurisdiction as more fully laid out in its Motion to Dismiss filed with the Commission on this date.

Submitted by: /s/ Mary Ryan Fenlon

Mary Ryan Fenlon (Counsel of Record)
Jon F. Kelly
AT&T Ohio
150 East Gay Street, Rm. 4A
Columbus, Ohio 43215
(614) 223-3302
mf1842@att.com
jk2961@att.com

Its Attorneys

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing was served via email, on the parties listed below on this 23rd day of November, 2012.

/s/ Mary Ryan Fenlon

Mary Ryan Fenlon

Kimberly W. Bojko
Katheryn M. Lloyd
CARPENTER LIPPS & LELAND LLP
280 Plaza, Suite 1300
280 North High Street
Columbus, Ohio 43215
lloyd@carpenterlipps.com
bojko@carpenterlipps.com

Attorneys for Complainant,
The Frank Gates Service Company

Jeffrey R. Jones
Attorney Examiner
Public Utilities Commission of Ohio
180 E. Broad St. 43215
Jeff.jones@puc.state.oh.us

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

12/4/2012 9:22:18 AM

in

Case No(s). 12-2638-TP-CSS

Summary: Answer to complaint of The Frank Gates Service Company electronically filed by Mrs. Verneda J. Engram on behalf of AT&T Ohio