

**BEFORE
THE PUBLIC UTILITY COMMISSION OF OHIO**

In the Matter of the Complaint of)	
THE NOVA TELEPHONE COMPANY,)	
)	
Complainant,)	Case No. 13-2443-TP-CSS
)	
v.)	
)	
FRONTIER NORTH, INC.,)	
)	
Respondent.)	

**MOTION FOR LEAVE TO FILE ANSWER, *INSTANTER*,
OF THE NOVA TELEPHONE COMPANY**

The Nova Telephone Company (“Nova”), by and through its attorneys, respectfully moves for leave to file, *instante*, its Answer and Affirmative Defenses, attached as Exhibit “A” to this Motion. In support of its Motion, Nova states that the parties have been engaged in discussions to explore the potential for settlement, and the granting of this Motion will not serve to prejudice the Respondent or create undue delay. Further, Nova states that this is its first request for leave to file, and the Respondent was previously granted an extension of time within which to respond to the Complainant’s Complaint herein.

WHEREFORE, Nova respectfully requests that the Commission grant Nova’s Motion and accept the Answer and Affirmative Defenses, attached as Exhibit A, for filing in the above-captioned case.

Respectfully submitted:

/s/David A. Ferris
David A. Ferris (0059804)
THE FERRIS LAW GROUP LLC
P.O. Box 1237
6797 N. High Street, Suite 214
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing Motion for Leave to File Answer *Instantly* of The Nova Telephone Company has been served this 5th day of March, 2014, via ordinary First Class U.S. Mail, postage prepaid, and electronic service upon the following party:

Michelle Noble, Esq.
Thompson Hine LLP
41 S. High Street, Suite 1700
Columbus, OH 43215

/s/David A. Ferris

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ANSWER OF THE NOVA TELEPHONE COMPANY

The Nova Telephone Company (“Nova”), acting by and through its attorneys, submits its Answer to the Counterclaim of the Respondent, Frontier North, Inc. (“Frontier”), denies that it is in violation of its statutory, regulatory, or contractual duties, and avers as follows.

ANSWER

1. Nova admits the allegations contained in Paragraph 1 of the Counterclaim.
2. Nova denies the allegations contained in Paragraph 2 of the Counterclaim.
3. Nova denies the allegations contained in Paragraph 3 of the Counterclaim.

COUNTERCLAIM COUNT 1

4. Answering Paragraph 4 of the Counterclaim, Nova incorporates all prior responses and affirmative defenses as if fully re-stated herein.

5. Nova denies the allegations contained in Paragraph 5 of the Counterclaim.
6. Nova denies the allegations contained in Paragraph 6 of the Counterclaim.
7. Nova denies the allegations contained in Paragraph 7 of the Counterclaim.

COUNTERCLAIM COUNT 2

8. Answering Paragraph 8 of the Counterclaim, Nova incorporates all prior responses and affirmative defenses as if fully re-stated herein.

9. Nova denies the allegations contained in Paragraph 9 of the Counterclaim.

10. Nova denies the allegations contained in Paragraph 10 of the Counterclaim.

11. Nova denies the allegations contained in Paragraph 11 of the Counterclaim.

12. Answering Paragraph 12 of the Counterclaim, Nova states that the EAS Agreement speaks for itself, and Nova is under no obligation to respond to Frontier's interpretation of the EAS Agreement. To the extent an answer is required, Nova denies the allegations contained in Paragraph 12 of the Counterclaim.

13. Nova denies the allegations contained in Paragraph 13 of the Counterclaim.

COUNTERCLAIM COUNT 3

14. Answering Paragraph 14 of the Counterclaim, Nova incorporates all prior responses and affirmative defenses as if fully re-stated herein.

15. Nova denies the allegations contained in Paragraph 15 of the Counterclaim.

16. Nova denies the allegations contained in Paragraph 16 of the Counterclaim

COUNTERCLAIM COUNT 4

17. Answering Paragraph 17 of the Counterclaim, Nova incorporates all prior responses and affirmative defenses as if fully re-stated herein.

18. Answering Paragraph 18 of the Counterclaim, Nova admits only that Frontier has provided service and billed Nova for two circuits on BAN6108Z021S3. Further answering, Nova denies the remaining allegations contained in Paragraph 18 of the Counterclaim.

19. Answering Paragraph 19 of the Counterclaim, Nova denies that there is an obligation to pay the charges related to the circuits. Further answering, Nova admits the allegations contained in Paragraph 19 of the Counterclaim.

20. Nova denies the allegations contained in Paragraph 20 of the Counterclaim.

21. Nova denies the allegations contained in Paragraph 21 of the Counterclaim.

COUNTERCLAIM COUNT 5

22. Answering Paragraph 22 of the Counterclaim, Nova incorporates all prior responses and affirmative defenses as if fully re-stated herein.

23. Answering Paragraph 23 of the Counterclaim, Nova states that the records identified by Frontier are not attached to the Counterclaim and, thus, Nova is without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations contained in Paragraph 23 of the Counterclaim. Accordingly, Nova denies the allegations contained in Paragraph 23 of the Counterclaim.

24. Nova denies the allegations contained in Paragraph 24 of the Counterclaim.

25. Nova denies the allegations contained in Paragraph 25 of the Counterclaim.

26. Nova denies the allegations contained in Paragraph 26 of the Counterclaim.

27. Nova denies each and every allegation contained in the Counterclaim and not expressly admitted as true herein.

AFFIRMATIVE DEFENSES

28. The Counterclaim fails to state a claim upon which relief may be granted against Nova.

29. Frontier's claims, if any, are barred, in whole or in part, due to Frontier's breach of one or more agreement(s) with Nova.

30. Frontier's claims, if any, are barred, in whole or in part, by one or more of the doctrine(s) of waiver, laches, and/or estoppel.

31. Frontier's claims, if any, are barred, in whole or in part, by one or more applicable limitations periods.

32. Frontier's claims, if any, are barred, in whole or in part, by set-off.

33. Nova reserves the right to raise additional affirmative defenses or withdraw those asserted herein, depending upon ongoing discovery in this matter.

WHEREFORE, Nova respectfully requests that Frontier's Counterclaim be dismissed with prejudice, that Frontier take nothing, and that Nova be awarded its cost and expense of defense in this matter.

Respectfully submitted:

/s/David A. Ferris

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/s/David A. Ferris

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3/5/2014 1:20:09 PM

in

Case No(s). 13-2443-TP-CSS

Summary: Motion for Leave to File Answer, Instantly electronically filed by Mr. DAVID A FERRIS on behalf of NOVA TELEPHONE COMPANY