

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Complaint of Northeast)	
Ohio Medical Management Systems, Ltd.,)	
)	
Complainant,)	
)	
v.)	Case No. 15-456-TP-CSS
)	
AT&T Ohio and AT&T Corp.,)	
)	
Respondents.)	

ENTRY

The attorney examiner finds:

- (1) On March 3, 2015, Northeast Ohio Medical Management Systems, Ltd. (NEOMED) filed a complaint against AT&T concerning a contract dispute. NEOMED alleges that it entered into a 36-month service contract with AT&T on November 4, 2008. The average monthly service charge was \$670. After the contract expired in November 2011, AT&T continued to bill NEOMED at the same rate.

NEOMED alleges that on January 29, 2013, AT&T notified NEOMED by letter that its contract would expire on April 7, 2013. The letter explained that NEOMED may qualify for lower rates; otherwise, NEOMED would be re-subscribed to its existing plan for the same term length. NEOMED admits that it did not respond to the letter.

NEOMED rejects AT&T's assertion that the contract ended in April 2013. In dispute, NEOMED claims that the contract ended in November 2011. According to NEOMED, AT&T began billing NEOMED a monthly rate of approximately \$4,000 per month in January 2013. The increase in billing prompted NEOMED to explore its contract options. In March 2013, NEOMED entered into a service contract for fiber broadband service.

After executing the contract, NEOMED discovered that fiber broadband service was not available at its location and was

surprised by the \$17,000 investment needed to install facilities. NEOMED claims that it rents at its location and, therefore, does not have authority to excavate for fiber installation. Because of the expense and lack of authority to excavate, NEOMED did not install fiber facilities. NEOMED stresses that AT&T repeatedly stated that the original service agreement would automatically renew. Although AT&T provided a new service agreement, which could not be performed because of the absence of fiber conduit, NEOMED, nevertheless, agreed to pay \$1,087.50 per month for the service. All the same, AT&T continued to charge a rate of approximately \$4,000 per month for fiber broadband service. Ultimately, AT&T sought \$32,404.45 for service provided between February 16, 2013, and February 4, 2014. While being charged for fiber broadband service, NEOMED states that it continued to pay approximately \$670.00 per month after the expiration of the November 4, 2008 contract.

NEOMED regards AT&T's billing as unfair and unconscionable. For relief, NEOMED urges the Commission to invalidate the charges of approximately \$32,404.45 and award attorney's fees, costs, and any additional reasonable damages.

- (2) On March 23, 2015, AT&T Ohio and AT&T Corp. (collectively AT&T or Respondents) jointly filed an answer to the complaint. The Respondents explain that they both provide regulated and non-regulated services, that AT&T Corp. is the signatory of one of the contracts referred to in the complaint, and that AT&T Ohio and AT&T Corp. are proper respondents.

AT&T alleges that it provided certain services to the Complainant pursuant to a now-expired November 4, 2008 contract. Upon expiration of the contract, the parties continued the contract terms on a month-to-month basis. AT&T claims that the dispute relates to the rates charged month-to-month in accordance with the terms and conditions of the original contract.

AT&T admits that the parties entered into a contract dated March 29, 2013. They intended to replace the previous service contract. AT&T alleges that the Complainant never implemented the contract.

- (3) At this time, the attorney examiner finds that this matter should be scheduled for a settlement conference. The purpose of the conference will be to explore the parties' willingness to negotiate a resolution of this complaint in lieu of an evidentiary hearing. In accordance with Ohio Adm.Code 4901-1-26, any statement made in an attempt to settle this matter without the need for an evidentiary hearing will not generally be admissible in future proceedings in this case or be admissible to prove liability or invalidity of a claim. Nothing prohibits any party from initiating settlement negotiations prior to the scheduled settlement conference. An attorney examiner with the Commission's Legal Department will facilitate the settlement process.
- (4) Accordingly, a settlement conference shall be scheduled for May 12, 2015, at 11:00 a.m., in Room 1246, at the offices of the Commission, 12th Floor, 180 East Broad Street, Columbus, Ohio 43215. If a settlement is not reached at the conference, the attorney examiner may conduct a discussion of procedural issues. Procedural issues for discussion may include discovery dates, possible stipulations of facts, and potential hearing dates.
- (5) Pursuant to Ohio Adm.Code 4901-1-26(F), the representatives of the Respondents shall investigate the issues raised in the complaint prior to the settlement conference, and all parties participating in the conference shall be prepared to discuss settlement of the issues raised and shall have the requisite authority to settle those issues. In addition, parties participating in the settlement conference should have with them all documents relevant to this matter.
- (6) As is the case in all Commission complaint proceedings, the complainant has the burden of proving the allegations of the complaint. *Grossman v. Public. Util. Comm.*, 5 Ohio St.2d 189, 214 N.E.2d 666 (1966).

It is, therefore,

ORDERED, That a settlement conference be held on May 12, 2015, at 11:00 a.m. in Room 1246 in the offices of the Commission, 12th Floor, 180 East Broad Street, Columbus, Ohio 43215. It is, further,

ORDERED, That a copy of this Entry be served upon all parties and interested persons of record.

THE PUBLIC UTILITIES COMMISSION OF OHIO

s/ L. Douglas Jennings

By: L. Douglas Jennings
Attorney Examiner

jrj/vrm

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

4/20/2015 3:07:48 PM

in

Case No(s). 15-0456-TP-CSS

Summary: Attorney Examiner Entry scheduling settlement conference for May 12, 2015; electronically filed by Vesta R Miller on behalf of L. Douglas Jennings, Attorney Examiner, Public Utilities Commission of Ohio