

*file*

**Thomas A. Linton**

**Attorney-at-Law**

**19105 Snyder Road**

**Chagrin Falls, Ohio 44023-1926**

**(440) 543-6509**

RECEIVED DOCKETING DIV

01 FEB 14 AM 9:15

PUCO

February 9, 2001

The Public Utilities Commission of Ohio  
Docketing Division  
180 East Broad Street  
Columbus, Ohio 43215-3793

Re: In the Matter of the Complaint of Nick G. Verikakis against Ameritech  
Ohio  
Case No. 01-157-TP-CSS

Dear Secretary Vigorito:

Enclosed please find the original and thirteen copies of the Answer of Ameritech  
Ohio in the above-entitled case.

Also enclosed is an additional copy to the time-stamped in acknowledgement of filing  
and returned in the stamped envelope provided.

Thank you for your assistance in this matter.

Very truly yours,

*Thomas A. Linton*

encs.

This is to certify that the images appearing are an  
accurate and complete reproduction of a case file  
document delivered in the regular course of business  
Technician T.M.A. Date Processed 2.14.01

Original

RECEIVED-DOCKETING DIV  
01 FEB 14 AM 9:15  
PUCO

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Complaint of  
Nick G. Verikakis

Complainant

V.

Ameritech,

Respondent

Case No. 01-157-TP-CSS

---

**ANSWER OF AMERITECH OHIO**

---

Now comes Respondent The Ohio Bell Telephone Company, doing business as "Ameritech Ohio" and denominated a respondent herein as "Ameritech," and for its answer states as follows:

First Defense

1. The Respondent admits that the Complainant was a residential service customer of the respondent at an apartment located at 1528 Lauderdale Avenue, Lakewood, Ohio.

2. The Respondent admits that on August 28, 2000, it installed a second line serving the Complainant at the said address.

3. The Respondent admits that on September 1, 2000, the Complainant reported static on his line, can't call out.

4. The Respondent admits that the static condition was repaired on September 14, 2000, and that a wire serving the Complainant's apartment did run up the outside wall of the masonry apartment building to reach the Complainant's apartment.

5. While admitting that the Complainant demanded that the wire serving his apartment be run inside the apartment building, the respondent denies that serving the Complainant's apartment by an exterior wire constituted improper installation or is contrary to industry standards. The Respondent specifically denies that any riser exited to allow interior installation of the subject wire.

6. The Respondent denies that the Complainant did not receive proper billing for services rendered.

7. The Respondent denies that the Complainant ever reported inability to receive calls.

8. The Respondent states that, on account of the reported static condition, it credited the Complainant's account on his October bill in excess of the amounts set out in the MTSS, leaving a balance of **\$218.01**, inclusive of **\$205.43** transferred from his previous Ameritech residential service under another account number.

9. The Respondent admits that, effective September 14, 2000, the Complainant transferred his service to CoreComm.

10. The Respondent denies that it has failed to return the Complainant's communications.

11. The Respondent admits that on December 1, 2000, the Complainant against demanded that the exterior wire serving his apartment be placed inside the masonry walls of the building containing his apartment.

12. The Complainant admits that on December 4, 2000, it dispatched a technician, Gary Fiorucci, to inspect the wiring serving the Complainant's apartment and that Mr. Fiorucci found nothing about that wiring that would be service effecting.

13. The Respondent admits that on December 11, 2000, the Complainant contacted Cynthia Warner of the Ameritech Network Services Risk Management, that Ms. Warner assigned the Complainant's claim the alleged claim number, that Ms. Warner determined that all service problems with the Complainant's service had been corrected on September 14, 2000, and that Ms. Warner, on advice of counsel, advised the Complainant on December 15, 2000, that she could not handle his complaint and that any complaint about the current quality of his service should be referred to his current provider, CoreComm.

14. The Respondent denies that it refused to "take" the Complainant's complaint or to investigate same.

15. The Respondent admits that the final balance on the Complainant's account, which includes no charges for installation, has been turned over to an independent contractor for collection, the said contractor being contractually bound to collect the debt owed in full compliance with all applicable State and federal laws.

16. The Respondent is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of the Complainant's letter of January 2, 2001.

#### Second Defense

17. The Respondent has credited the Complainant's account in an amount in excess of that required by law.

#### Third Defense

18. The Complainant fails to set forth a claim for relief.

#### Fourth Defense

19. The Complainant fails to state reasonable grounds for proceeding to hearing as required by Ohio Rev. Code § 4905.26.

WHEREFORE, having fully answered, Respondent prays that the complaint be dismissed.

Respectfully submitted,

The Ohio Bell Telephone Company

By Thomas A. Linton  
Thomas A. Linton, Trial Attorney  
19105 Snyder Road  
Chagrin Falls, Ohio 44023-1926  
(440) 543-6509

Jon F. Kelly  
Room 4-C  
150 E. Gay Street  
Columbus, Ohio 43215  
(614)223-7928

CERTIFICATE OF SERVICE

A copy hereof was mailed to the Complainant at 1528 Lauderdale Avenue,  
Lakewood, Ohio 44107, on the 9<sup>th</sup> day of February, 2001.

Thomas A. Linton  
Thomas A. Linton