

FILE

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

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PUCO

Communication Options, Inc.)	
)	Case No. 07-946-TP-CSS
Complainant,)	
)	
v.)	
)	
AT&T Ohio,)	
)	
Respondent.)	

ANSWER OF AT&T OHIO

Now comes AT&T Ohio, Respondent herein, and for its Answer to the Complaint states as follows:

1. AT&T Ohio does not have enough information to admit or deny the allegations in no. 1.
2. AT&T Ohio admits the allegation in no. 2.
3. AT&T Ohio admits that Communication Options, Inc. ("COI") bills AT&T Ohio for reciprocal compensation. The last invoice that AT&T Ohio received was dated 11/20/06.

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4. AT&T Ohio avers that its accounting shows an outstanding balance for reciprocal compensation in the amount of \$1,853.58, which AT&T Ohio has disputed.
5. AT&T Ohio avers that it has disputed all invoices it has received with the last dispute letter being sent to COI on 4/26/06.
6. AT&T Ohio admits the allegation in no. 6.
7. AT&T Ohio avers that it has found that the service was still in place, but it has not been able to find any properly filed disputes on this account. An order to disconnect service was issued on 9/14/07, with a billing cease date of 11/1/04. Credits will be automatically applied to this account.
8. AT&T Ohio admits that ordering and billing problems did take place. However, AT&T Ohio does not have enough information to admit or deny that AT&T did not apply credits. No disputes were properly filed by COI on the accounts in question.
9. AT&T Ohio admits that late payment charges have been billed on invoice numbers 129228 and 128634 amounting to \$251.59. AT&T Ohio avers that these charges have been properly assessed.

10. AT&T Ohio denies any other allegations of COI not expressly admitted.
11. AT&T Ohio avers that it has breached no legal duty owing COI and that its service and practices at all relevant times have been in full accordance with all applicable provisions of law and accepted standards within the telephone industry.
12. COI, in filing this Complaint, has failed to comply with the Dispute Resolution provision in its interconnection agreement with AT&T Ohio. See, Case No. 01-578-TP-NAG, COI and AT&T Ohio Interconnection Agreement filed with the Public Utilities Commission on 3/9/01, at Subsection 10. Therefore, this Complaint should be dismissed.

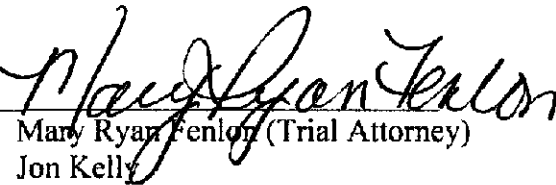
13. The Complaint fails to state reasonable grounds for proceeding to hearing as required by §4905.26, Revised Code.

Wherefore, having fully answered, Respondent requests that the Complaint be dismissed.

Respectfully submitted,

AT&T Ohio

By:



Mary Ryan Fenlon (Trial Attorney)

Jon Kelly

AT&T

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Its Attorneys

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served on September 27, 2007 by first class mail, postage prepaid, on the following party:

Charles H. Lease, Attorney
Ricketts Co., LPA
50 Hill Rd. S
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Mary Ryan Fenlon