

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

tw telecom of ohio llc,)	
)	
Complainant)	
)	
v.)	Case No. 08-1215-TP-CSS
)	
AT&T Ohio,)	
)	
Respondent.)	

AT&T OHIO'S ANSWER

AT&T Ohio¹, for its Answer to the Complaint filed against it, states as follows:

1. AT&T Ohio states that it is without sufficient information to admit or deny the allegations of paragraph 1 of the Complaint.
2. AT&T Ohio admits the allegations of paragraphs 2 – 6 of the Complaint.
3. AT&T Ohio admits that the contract language quoted in paragraph 7 of the Complaint is contained in the Interconnection Agreement between AT&T Ohio and TW Telecom of Ohio LLC ("Complainant"), but denies that the quoted language is applicable to the negotiated rates, terms, and conditions at issue in this proceeding.
4. AT&T Ohio admits that the Commission adopted carrier-to-carrier rules in Case No. 06-1344-TP-ORD, as alleged in paragraph 8 of the Complaint, but denies that such rules are applicable to the negotiated rates, terms, and conditions at issue in this proceeding.

¹ Complainant named "AT&T Ohio" as the Respondent. AT&T Ohio is a fictitious name of The Ohio Bell Telephone Company, an Ohio corporation and a public utility in Ohio.

5. AT&T Ohio admits that the language quoted in paragraph 9 of the Complaint is contained in Rule 4901:1-7-13(D), but denies that the rule is applicable to the negotiated rates, terms, and conditions at issue in this proceeding.

6. AT&T Ohio admits that Complainant purported to invoke the referenced Change of Law provision alleged in paragraphs 10 – 11 of the Complaint, but denies that the Complainant had a right to invoke the Change of Law Provision with respect to the negotiated rates, terms, and conditions at issue in this proceeding.

7. AT&T Ohio states that the letter referred to in paragraph 12 of the Complaint speaks for itself, so no response is required of AT&T Ohio.

8. AT&T Ohio states that the letter referred to in paragraph 13 of the Complaint speaks for itself, so no response is required of AT&T Ohio.

9. AT&T Ohio admits the allegations of paragraph 14 of the Complaint.

10. AT&T Ohio admits that the language referred to in paragraphs 15-17 of the Complaint is contained in the email attached as Exhibit 5 to the Complaint, but denies that the language is applicable to the negotiated rates, terms, and conditions at issue in this proceeding.

11. In response to paragraph 18 of the Complaint, AT&T Ohio repeats and realleges, as if rewritten herein, the responses set forth in paragraphs 1 through 10 of this Answer.

12. AT&T Ohio states that the Change of Law provision referred to in paragraph 19 of the Complaint speaks for itself and denies that the provision is relevant to this proceeding.

13. AT&T Ohio denies the allegations of paragraphs 20 – 23 of the Complaint. The rule referenced by Complainant, Rule 4901:1-7-13, recognizes that parties to an Interconnection Agreement ("ICA") may negotiate rates different than those established by the Commission. Subsection E of the rule expressly acknowledges: "This section shall not be construed to

preclude telephone companies from negotiating other transit traffic interconnection and compensation arrangements." The original version of this rule, established in Case No. 95-845-TP-COI, contained similar language, stating in subsection IV(E) that "This section shall not be construed to preclude LECs from negotiating other transit traffic interconnection and compensation arrangements." Moreover, the Change in Law provision referenced in the Complaint is not relevant to this proceeding, because the adoption of Rule 4901:1-7-13 does not constitute a "regulatory modification" under the terms of that provision.

14. In response to paragraph 24 of the Complaint, AT&T Ohio repeats and realleges, as if rewritten herein, the responses set forth in paragraphs 1 through 13 of this Answer.

15. AT&T Ohio denies the allegations of paragraph 25 of the Complaint.

16. AT&T Ohio admits the allegation in paragraph 26 of the Complaint that the Complainant sent a written request to AT&T Ohio seeking an amendment of the ICA, but denies that the request was proper with respect to the negotiated rates, terms, and conditions at issue in this proceeding.

17. AT&T Ohio admits the allegation in paragraph 27 of the Complaint that AT&T Ohio did not agree with Complainant's requested amendment to the Interconnection Agreement, but denies that AT&T Ohio's actions were improper and states that AT&T Ohio is in full compliance with the negotiated rates, terms and conditions at issue in this proceeding.

18. AT&T Ohio denies the allegations of paragraph 28 of the Complaint.

19. In response to paragraph 29 of the Complaint, AT&T Ohio repeats and realleges, as if rewritten herein, the responses set forth in paragraphs 1 through 18 of this Answer.

20. AT&T Ohio admits the allegations in paragraph 30 of the Complaint.

21. AT&T Ohio states that the Change of Law provision referred to in paragraph 31 of the Complaint speaks for itself, so no response is required of AT&T Ohio. To the extent that a response is called for, AT&T Ohio states that the Change of Law provision is not applicable to the negotiated rates, terms, and conditions at issue in this proceeding.

22. AT&T Ohio denies the allegations of paragraphs 32 – 34 of the Complaint.

23. In response to paragraph 35 of the Complaint, AT&T Ohio repeats and realleges, as if rewritten herein, the responses set forth in paragraphs 1 through 22 of this Answer.

24. AT&T Ohio admits the allegation in paragraph 36 of the Complaint that the Complainant sent a formal written request to AT&T Ohio seeking an amendment of the ICA, but denies that the request was proper with respect to the negotiated rates, terms, and conditions at issue in this proceeding.

25. AT&T Ohio denies the allegations of paragraph 37 of the Complaint.

26. AT&T Ohio denies that the Complainant is entitled to any of the remedies set forth in its Claims for Relief.

27. AT&T Ohio denies any allegation of the Complaint not specifically admitted.

28. AT&T Ohio states that it is in full compliance with the negotiated rates, terms, and conditions at issue in this proceeding, that it has breached no legal duty owed to the Complainant, and that its service and practices at all relevant times have been in full accordance with all applicable provisions of the ICA, the law, and accepted standards within the telephone industry.

WHEREFORE, having fully answered, Respondent AT&T Ohio respectfully prays that this Complaint be dismissed.

Respectfully submitted,

AT&T Ohio

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served on December 10, 2008 by
e-mail as shown below on the following party:

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/s/ Jon F. Kelly

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Summary: Answer electronically filed by Jon F Kelly on behalf of AT&T Ohio