

Ne
FILE

PEREZ & MORRIS LLC
ATTORNEYS AT LAW

8000 Ravine's Edge Court, Suite 300
Columbus, Ohio 43235
614-431-1500 • Fax 614-431-3885

Andrew D. Wachtman
DWachtman@perez-morris.com

09-139-TRCSS

February 23, 2009

RECEIVED-DOCKETING DIV.
2009 FEB 24 PM 2:04
PUCO

Public Utilities Commission of Ohio
Docketing Division
180 East Broad Street
Columbus, Ohio

Re: ACI Industries Realty, LLC. v. Verizon North, Inc.

Dear Docketing Division Representative:

Enclosed are an original and ten (10) copies of the Complaint in reference to the above matter. It is my understanding you will mail a copy of the Complaint to Verizon North, Inc., with instructions to file an Answer within 20 days.

Thank you for your assistance. If you have any questions, please do not hesitate to call.

Very truly yours,


Andrew D. Wachtman

Enclosures

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 TM Date Processed 2/24/2009

09-139-TP-
IAD
RECEIVED-DOCKETING DIV
FEB 24 PM 2:04
PUCO

FORMAL COMPLAINT FORM

ACI Industries Realty, LLC
(YOUR NAME)

AGAINST
Verizon North, Inc.
(THE COMPANY)

MY COMPLAINT IS:

SEE ATTACHED

NOTE: ADDITIONAL INFORMATION MAY BE ATTACHED

Andrew D. Wachtman
SIGNATURE

8000 Ravine's Edge Ct., Suite 300
STREET ADDRESS

Columbus, Ohio 43235
CITY, STATE, & ZIP

614-431-1500
TELEPHONE NUMBER

PUBLIC UTILITIES COMMISSION OF OHIO

ACI INDUSTRIES REALTY, LLC

970 Pittsburgh Drive

Delaware, Ohio 43015,

Against,

VERIZON NORTH, INC.

c/o CT Corporation System

1300 East Ninth Street

Cleveland Ohio 44114.

:
:
:
:
:
:
:
:
:
:
:

IAD _____

COMPLAINT

For its Complaint against Defendant Verizon North, Inc. ("Verizon"), Plaintiff ACI Industries Realty, LLC ("ACI") alleges as follows:

FACTS COMMON TO ALL COUNTS

1. ACI is an Ohio limited liability company with its principal place of business located at 970 Pittsburgh Drive, Delaware, Ohio.
2. Verizon is a telecommunications companies engaged in business in Delaware, Ohio.
3. At all relevant times, ACI had a high speed T-1 line provided by Verizon for a monthly charge.
4. In 2007, Federal Heath Sign Company ("Federal Heath") moved into ACI's building located at 970 Pittsburgh Drive, Delaware, Ohio. Thereafter, ACI and Federal Heath both operated their respective businesses from the building.
5. In October 2007, ACI and Federal Heath entered into an Agreement for Transfer of Telephone Service ("Transfer Agreement"), a true and accurate copy of which is attached hereto as Exhibit 1. The purpose of the Transfer Agreement was to effectuate the transfer of certain of ACI's telephone lines and numbers to Federal Heath.

6. The Transfer Agreement – which was on a Verizon contract form and sent to Verizon - clearly and expressly stated that ACI's T-1 line would not be transferred.

7. In late December 2007, Verizon ignored the instruction and wrongfully transferred ownership of ACI's T-1 line to Federal Heath, which eventually led to the transfer of all of ACI's business numbers to Federal Heath, and to ACI's T-1 being disconnected.

8. Due to Verizon's actions and inactions, ACI was without telephone service from December 31, 2007 through January 5, 2008 and incurred damages totaling \$9,830.31, including consulting costs to service the phones and web services, labor costs, lost sales and services, and other costs.

9. Thereafter, ACI attempted to resolve the issue with Verizon, but Verizon ignored ACI's requests and never offered an explanation for its actions.

COUNT ONE
(Breach of Contract)

10. ACI restates and incorporates by reference the allegations contained in Paragraphs 1 through 9 as if fully rewritten herein.

11. Verizon had rights and responsibilities under the Transfer Agreement and was therefore a party thereto.

12. ACI fully performed all of its obligations under the Transfer Agreement.

13. Despite ACI's full performance under the Transfer Agreement, Verizon breached its obligations by, among other things, transferring ACI's T-1 line to Federal Heath despite express instructions not to do so.

14. As a result of Verizon's breach, ACI has incurred damages and costs in the amount of \$9,830.31, plus prejudgment and post-judgment interest at the statutory rate of interest.

COUNT TWO
(Unjust Enrichment)

15. ACI restates and incorporates by reference the allegations contained in Paragraphs 1 through 14 as if fully rewritten herein.

16. As a result of its receipt of money from ACI while failing to provide its T-1 line, Verizon has been unjustly enriched to the detriment of ACI and is indebted to ACI in an amount not less than \$9,830.31, plus prejudgment and post-judgment interest at the statutory rate of interest.

COUNT THREE
(Negligence)

17. ACI restates and incorporates by reference the allegations contained in Paragraphs 1 through 16 as if fully rewritten herein.

18. Verizon had a duty to ACI to not transfer its T-1 line to a third party.

19. Verizon breached its duty to ACI by transferring ACI's T-1 line to Federal Heath without ACI's consent and against its express instructions.

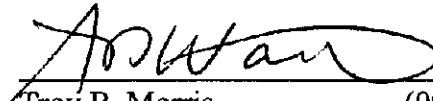
20. As a direct, proximate and foreseeable result of Verizon's negligence, ACI has incurred damages and costs in the amount of \$9,830.31, plus prejudgment and post-judgment interest at the statutory rate of interest.

WHEREFORE, ACI respectfully requests the following relief:

1. On Counts One, Two, and Three, judgment against Verizon in the amount of \$9,830.31;

2. For prejudgment and post-judgment interest at the statutory rate of interest;
3. For ACI's costs, and expenses incurred in bringing this action; and
4. For any other relief that this agency may deem just and proper.

PEREZ & MORRIS LLC



Troy B. Morris (0042702)

Andrew D. Wachtman (0061704)

tmorris@perez-morris.com

dwachtman@perez-morris.com

8000 Ravine's Edge Court, Suite 300

Columbus, Ohio 43235

(614) 431-1500/Fax - (614) 431-3885

Attorneys for Plaintiff ACI Industries
Realty, LLC

**AGREEMENT FOR TRANSFER OF TELEPHONE SERVICE**

(Supersedure)

Main Billing Telephone Number: 740 368 4160
Service Address: 970 Pittsburgh Dr
City, State, ZIP: Delaware OH 43015

Outgoing Customer:
Business Name: ACI Industries
Effective Date: 10/17/07

Incoming Customer:
Business Name: Federal Health Sign
Effective Date: 10/18/07
Effective dates must be 1 day apart.

Terms and Conditions

The incoming customer accepts the outgoing customer's telephone account with all existing services, tariff and contract obligations. All charges, including but not limited to, local service charges, directory advertising charges and toll charges, both billed and unbilled, will be prorated between the outgoing and incoming customers as of the effective date of this supersedure. Some of these charges are billed in arrears and may appear on the incoming customer's bill. Failure to pay any or all of these charges will result in the Telephone Company changing the telephone number of the incoming customer at the incoming customer's expense.

The Telephone Company retains ownership rights of assignment of all telephone numbers. Assignment of the old telephone number to the incoming customer is contingent upon proper execution of this document by the incoming customer and the outgoing customer.

All telephone numbers associated with the main billing number are governed by these terms and conditions unless otherwise specified.

This instrument becomes a binding contract when executed on behalf of the incoming customer and the outgoing customer and delivered to the Telephone Company, and shall remain in effect until properly terminated in accordance with the Telephone Company's lawful regulations. The terms and conditions cannot be varied or waived.

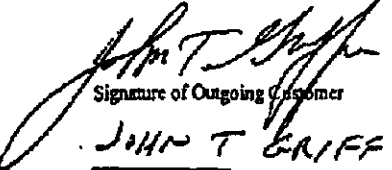
Each person whose signature appears below on behalf of a corporation, partnership, or other entity represents and warrants that he or she has the authority to bind such entity.


Signature of Incoming Customer

James G. Schmidt
Printed Name

CEO
Position / Title

10/17/07
Date


Signature of Outgoing Customer
JOHN T. GRIFF
Printed Name

CEO
Position / Title

10/17/07
Date

Please see next page for additional instructions.



ADDITIONAL INFORMATION

Required to Complete the Supersedure for:

740 368 4160
Telephone Number

Outgoing Customer Only:

Address to send final billing:

970 Pittsburgh Dr
Delaware OH 43015

Incoming Customer Only:

Sole Owner:

Name: _____

Social Security Number: _____

Partnership:

Names: _____ & _____

Social Security Numbers: _____ & _____

Corporation: Federal Health Sign Co.Officer Name & Title: James G. Schmitt - CFOCorporate TID: 01-0549231Home Phone Number: 630-887-6810Billing Address: 970 Pittsburgh DrDelaware, OH 43015Billing Contact Person: Penny WierPhone Number: 630-887-0680Z

Transfer the Following DID's Only (not T-1)

368-4121-~~4121~~ Thru 368-4151

368-4156 Thru 368-4159

368-8960 Thru 368-8979

To 740-368-4120