

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Complaint of:)	
)	
AMERICAN BROADBAND AND)	
TELECOMMUNICATIONS COMPANY,)	
)	
Complainant,)	
)	
v.)	Case No. 10-533-TP-CSS
)	
VERIZON NORTH, INC.)	
)	
Respondent.)	

ANSWER AND AFFIRMATIVE DEFENSES OF VERIZON NORTH INC.

Verizon North Inc. (“Verizon”), through its counsel, respectfully answers the Complaint filed by American Broadband and Telecommunications Company (“AMBT”) with the Public Utilities Commission of Ohio (“Commission”) in the above-captioned matter on April 19, 2010, and raises its affirmative defenses thereto as follows:

A. ANSWER

1. Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegation in Paragraph 1 of the Complaint.
2. Verizon admits the allegations of Paragraph 2 of the Complaint.
3. Verizon lacks knowledge or information sufficient to form a belief as to the truth of the allegation in Paragraph 3. Verizon states that AMBT can provide service to its customers any number of ways, including by building its own facilities, “reselling” services of another telecommunications carrier, or through a combination of its own facilities and facilities leased from a third party. Except as specifically admitted, Verizon denies the remaining allegations of

Paragraph 3.

4. Verizon admits the allegations of Paragraph 4 of the Complaint.

5. To the extent that Paragraph 5 seeks to characterize Ohio Revised Code (“R.C.”) §4905.26, Verizon denies that the characterization is complete and accurate, and respectfully refers the Commission to R.C. §4905.26, which speaks for itself. To the extent any further answer is required, Verizon denies the remaining allegations of Paragraph 5.

6. To the extent that Paragraph 6 seeks to characterize the Sections 251 and 252 of the Communications Act of 1934, as amended (the “Act”), Verizon denies that the characterization is complete and accurate, and respectfully refers the Commission to the provisions of the federal law cited, which speak for themselves. To the extent any further answer is required, Verizon denies the remaining allegations of Paragraph 6.

7. Verizon admits that the Complaint requested an expedited ruling pursuant to Ohio Administrative Code (“OAC”) §4901:1-7-28. That request was denied by a Commission Entry dated April 29, 2010. To the extent any further answer is required, Verizon denies the remaining allegations of Paragraph 7.

8. Verizon admits that AMBT purchases wholesale services from Verizon and that the charges for the services are set forth in the Verizon/AMBT interconnection agreement and Verizon tariffs.

9. Verizon admits that it has and continues to send invoices to AMBT for wholesale services AMBT purchases from Verizon. Verizon admits that some of the invoices it has sent to AMBT include late charges. Verizon denies that it has improperly applied late charges to AMBT’s invoices. Verizon further denies that it has sent invoices for services it has never provided to AMBT. To the extent any further answer is required, Verizon denies the remaining

allegations of Paragraph 9.

10. Verizon admits that it regularly discusses invoices and billing disputes with AMBT and that credits have been applied to AMBT's account when warranted. Since the Complaint fails to name specific invoices, charges and disputes, it is impossible to discern the service charges AMBT claims are at issue. Consequently, Verizon lacks knowledge or information sufficient to form a belief as to whether AMBT submitted timely disputes "with respect to all charges at issue herein..." To the extent any further answer is required, Verizon denies the remaining allegations of Paragraph 10.

11. Verizon denies the allegations of Paragraph 11.

12. Verizon admits that it has received wholesale orders from AMBT for loops and ports. To the extent that Paragraph 12 seeks to characterize Verizon's obligations with respect to processing such orders pursuant to the Verizon/AMBT interconnection agreement, Verizon denies that the characterization is complete and accurate, and respectfully refers the Commission to the interconnection agreement, which speaks for itself. To the extent any further answer is required, Verizon denies the remaining allegations of Paragraph 10.

13. Verizon lacks knowledge or information sufficient to form a belief as to whether allegations contained in Paragraph 13 are true and accurate. To the extent any further answer is required, Verizon denies the remaining allegations of Paragraph 13.

14. The Complaint fails to name specific customers, telephone numbers and accounts for which AMBT claims it submitted orders to Verizon. Consequently, Verizon lacks knowledge or information sufficient to form a belief as to the whether the allegations contained in Paragraph 14 are true and accurate. To the extent any further answer is required, Verizon denies the remaining allegations of Paragraph 14.

15. Verizon admits that it has established processes for transferring customers from its network to the networks of other facilities-based carriers. Verizon does not know what AMBT means by processes “as published out of Verizon’s central office.” The Complaint fails to name specific customers, telephone numbers and accounts for which AMBT claims it submitted orders to Verizon, or the specific processes for transferring customers to which it refers. Consequently, Verizon lacks knowledge or information sufficient to form a belief as to the whether the allegation that “AMBT followed and complied with all such processes” is true and accurate. To the extent any further answer is required, Verizon denies the remaining allegations of Paragraph 15.

16. Verizon lacks knowledge or information sufficient to form a belief as to whether allegations contained in Paragraph 16 are true and accurate. To the extent any further answer is required, Verizon denies the remaining allegations of Paragraph 16.

17. Verizon admits that certain software issues existed that impacted AMBT related to line, port, and Local Number Portability (“LNP”) provisioning, but those issues were identified in late 2008 and fully resolved in early 2009. Since that software issue was resolved, AMBT has not provided Verizon with any information or specific examples of any continuing problems with loop, port and associated LNP orders despite repeated requests to do so. To the extent any further answer is required, Verizon denies the remaining allegations of Paragraph 17.

18. Verizon admits that it regularly discusses invoices and billing disputes with AMBT and that credits have been applied to AMBT’s account when warranted. Since the Complaint fails to name specific invoices, charges, disputes, and credits, it is impossible to identify the credits AMBT alleges Verizon provided or the circumstances surrounding such credits. Consequently, Verizon lacks knowledge or information sufficient to form a belief as to

truth and accuracy of the allegations contained in Paragraph 18. To the extent any further answer is required, Verizon denies the remaining allegations of Paragraph 18.

19. Verizon notes that Paragraph 19 consists of a single, incomplete sentence. Verizon admits that AMBT had discussions with Verizon personnel and Commission Staff regarding purported problems with loop and port orders. To the extent any further answer is required, Verizon denies the remaining allegations of Paragraph 19.

20. Verizon denies that it has failed or refused to complete loop and port orders it has received from AMBT. Verizon lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the remaining allegations in Paragraph 20. To the extent any further answer is required, Verizon denies the remaining allegations of Paragraph 20.

21. Verizon denies the allegations of Paragraph 21.

22. Verizon admits that the Complaint accurately quotes R.C. §4905.22.

23. Verizon denies the allegations of Paragraph 23.

24. Verizon denies the allegations of Paragraph 24.

25. Verizon admits that the Complaint accurately quotes R.C. §4905.35.

26. Verizon denies the allegations of Paragraph 26.

27. Verizon denies the allegations of Paragraph 27.

28. To the extent that Paragraph 28 seeks to characterize R.C. §4927.02 and the policies of the state of Ohio, Verizon denies that the characterization is complete and accurate, and respectfully refers the Commission to R.C. §4927.02 and the policies of the state of Ohio, which speak for themselves. To the extent any further answer is required, Verizon denies the remaining allegations of Paragraph 28.

Verizon denies that Complainant American Broadband and Telecommunications Company is entitled to any of the relief requested on pages 7 and 8 of the Complaint.

B. AFFIRMATIVE DEFENSES

1. **No violation of R.C. §4905.22.** The Complaint fails to state grounds for a complaint against Verizon pursuant to §4905.22 because it fails to allege provide specific examples supported by documentation of the violations it alleges.

2. **No violation of R.C. §4905.35.** The Complaint fails to state grounds for a complaint against Verizon pursuant to §4905.35 because it fails to allege provide specific examples supported by documentation of the violations it alleges.

3. **No violation of the Verizon/American Broadband and Telecommunications Company interconnection agreement.** The Complaint fails to state grounds for a complaint against Verizon for violating terms and conditions of the Verizon/American Broadband and Telecommunications Company interconnection agreement because it fails to allege provide specific examples supported by documentation of the violations it alleges.

4. **No violation of Verizon's tariffs.** The Complaint fails to state grounds for a complaint against Verizon for violating the terms and conditions of Verizon's tariffs because it fails to allege provide specific examples supported by documentation of the violations it alleges.

5. **Requested relief has already been provided.** To the extent that the Complaint seeks certain credits for billing disputes, and software fixes for problems related to Local Number Portability order provisioning, Verizon has already provided such credits and made such fixes.

For all of the foregoing, Verizon requests that the Complaint filed by American Broadband and Telecommunications Company be denied with prejudice.

Respectfully submitted,

Dated: May 10, 2010

Verizon North Inc.

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing has been served upon all parties listed below, by electronic service and U.S. mail, this 10th day of May, 2010.

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Summary: Answer -and Affirmative Defense electronically filed by Carolyn S Flahive on behalf of Verizon North Inc.