

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

William Steven Gandee, D.C.)	
)	
Complainant,)	
v.)	Case No. 09-51-TP-CSS
)	
Choice One Communications of Ohio)	
Inc. d/b/a One Communications)	
)	
Respondent.)	

Brian Longworth, D.C.)	
)	
Complainant,)	
v.)	Case No. 09-52-TP-CSS
)	
Choice One Communications of Ohio)	
Inc. d/b/a One Communications)	
)	
Respondent.)	

RESPONDENT’S POST HEARING BRIEF

I. INTRODUCTION

The complaints in these consolidated cases both raise allegations that Respondent Choice One Communications of Ohio d/b/a One Communications ("One Communications") (i) improperly implemented a service change affecting two telephone numbers in November, 2006, and then (ii) improperly failed to implement service changes regarding those same two numbers as demanded in March, 2008. The evidence introduced at hearing, however, shows that One Communications fully complied with Federal Communications Commission ("FCC") and Public Utilities Commission of Ohio ("PUCO") carrier change and Customer Proprietary Network Information ("CPNI") requirements. As a result, this Commission should find that One Communications' actions in this matter violated no law, rule or regulation.

The complainants are William Steven Gandee and Brian Longworth (“Complainants”). Complainants allege that One Communications unlawfully ”slammed” their telecommunications service from AT&T in November 2006.¹ The evidence introduced at hearing demonstrated, however, that One Communications acted in reliance upon a verified Letter of Agency (“LOA”) from its customer (and Complainants' business partner), Dr. Keith S. Ungar ("Dr. Ungar"), at the time it submitted the November 2006 transfer (or “port”) request to AT&T. As a result, One Communications acted appropriately when it submitted the port request that AT&T subsequently honored.

The Complainants further allege that One Communications unlawfully refused to accede to Complainants' March 2008 demands that it remove the two telephone numbers from Dr. Ungar's account with One Communications and transfer those numbers to a carrier selected by Complainants, serving a new location. The evidence introduced at hearing, however, showed that One Communications' customer, Dr. Ungar, had not identified Complainants as persons authorized to make changes to Dr. Ungar's account. As a result, One Communications properly refused Complainants' demands that Dr. Ungar's numbers be ported to another carrier for Complainants' benefit.

II. FACTS

In September 2006, Dr. Ungar asked that One Communications transfer two telephone numbers, (330) 896-8500 and (330) 724-5521 (the “Telephone Numbers”), to his One Communications account. (Wheeler Test. at 3.) In response to Dr. Ungar's request, One Communications informed him that he would have to verify that he possessed authority to request the transfer by executing an LOA. (Wheeler Test. at 3.) On October 31, 2006, Dr.

¹ “Slamming” is an industry term used to describe a carrier's unauthorized transfer of a customer from its preferred carrier to the carrier seeking the transfer.

Ungar provided a written LOA to One Communications stating that he desired to make One Communications the carrier providing service to the Telephone Numbers and expressly representing that he had the legal authority necessary to transfer the Telephone Numbers to One Communications. (Wheeler Test. at 3–4; *see also* Exhibit RW2 attached thereto (the LOA).)

One Communications thereupon submitted a port request to AT&T, and AT&T subsequently ported the Telephone Numbers to Dr. Ungar's One Communications account in November 2006. (Wheeler Test. at 4.) One Communications then began billing Dr. Ungar's account for services provided via the Telephone Numbers. (Wheeler Test. at 4.) It did so for nearly one and one half years, without incident or complaint.

Then, in March 2008, Complainants contacted One Communications via telephone and asked that the Telephone Numbers be removed from Dr. Ungar's account. (Wheeler Test. at 4.) Complainants explained that they had entered into some form of joint business venture with Dr. Ungar in which they operated their businesses out of Dr. Ungar's office in Akron. (Wheeler Test. at 4; Tr. at 33–34.) Complainants further stated, however, that they now wished to end that business relationship and that they wished to receive telecommunications services at a different location via the Telephone Numbers. (Wheeler Test. at 4.)

Upon review of the account, One Communications determined that neither Complainant was a customer of One Communications nor was either identified on Dr. Ungar's account as persons authorized to make service changes to the account. (Wheeler Test. at 4–5.) Instead, Dr. Ungar and a Ms. Ryka Moore were identified within One Communications' billing records as the only authorized customer contacts regarding any service associated with Dr. Ungar's One Communications account. (Wheeler Test. at 5.) As a result, One Communications declined Complainants' request on the basis that Complainants were not identified on the account as

individuals authorized to make changes to services provided under the account. (Wheeler Test. at 5; Tr. at 13, 69.)

In January, 2009, in response to One Communications' decision to decline Complainants' request to make service changes to Dr. Ungar's account, Complainants filed the instant Complaints with the PUCO. (Wheeler Test. at 6.) Also in January 2009, Complainants filed a Third Party Complaint against One Communications in Summit County Court of Common Pleas Case No. 2008-02-1528. In that complaint, Complainants asserted that One Communications is liable to them on these same facts for conversion, negligence, constructive trust, and damages. (Wheeler Test. at 6.) The Summit County Court of Common Pleas eventually dismissed all claims against One Communications for lack of jurisdiction. (Wheeler Test. at 15–16.) Complainants appealed the Court's dismissal and the decision of the appeals court is still pending.

III. ARGUMENT

Complainants' arguments are based upon their belief that One Communications has an affirmative duty to determine whether Dr. Ungar possessed actual authority to execute the LOA that authorized One Communications to request that AT&T port the Telephone Numbers to Dr. Ungar's One Communications account. Complainants refuse to accept the fact that the D.C. Circuit Court and the FCC have explicitly held that a submitting carrier, such as One Communications in this case, has *no* such duty and may rely on an LOA as sufficient proof that the requesting party has the authority necessary to request a port change. See, e.g., AT&T Corp. v. Federal Communications Comm'n, 323 F.3d 1081 (D.C. Cir. 2003); Sprint Communications Company, 18 FCC Rcd. 24137, 24138-39 (2003). Thus, Complainants' argument fails.

Complainants' ancillary argument that One Communications wrongfully refused to transfer the Telephone Numbers to Complainants upon their March 2008 request likewise fails because One Communications complied with all relevant rules and regulations in refusing that request.

A. One Communications Properly Relied on the LOA in Submitting the Port Request to AT&T in November 2006

Pursuant to Ohio Revised Code Section 4905.72(D), "the rules prescribing procedures for verifying consumer consent [to changes in the provider of telecommunications services] shall be consistent with the rules of the federal communications commission in 47 C.F.R. §§ 64.1100 and 64.1150." Rule 4901:1-5-09, O.A.C., provides in pertinent part:

- (A) Telecommunications providers, in the course of submitting or executing a change on behalf of a subscriber in the selection of a telecommunications provider, shall obtain authorization from the subscriber and verification of that authorization in accordance with the rules and procedures prescribed by the federal communications commission (FCC) at 47 C.F.R. 64.1100 to 64.1170, as effective on the date referenced in paragraph (F) of rule 4901:1-5-02 of the Administrative Code.

As Complainants correctly note, the FCC rules provide for three methods of verification, one of which is a written or electronic LOA. The LOA must comply with the requirements of 47 C.F.R. § 64.1130, which requires in pertinent part:

- (a) A telecommunications carrier may use a written or electronically signed letter of agency to obtain authorization and/or verification of a subscriber's request to change his preferred carrier selection.
....
- (b) The letter of agency shall be a separate document (or an easily separable document) or located on a separate screen or webpage containing only the authorization language described in paragraph (e) of this section having the sole purpose of authorizing a telecommunications carrier to initiate a preferred carrier change. The letter of agency must be signed and dated by the subscriber to the line(s) requesting the preferred carrier change.

In the context of this case, these carrier change requirements mean that before One Communications – the “submitting” carrier² – could request that the Telephone Numbers be ported to it, it had to first obtain the “subscriber’s”³ – whom Dr. Ungar represented himself to be – verified authorization for the transfer in the form of a LOA (or one of the other methods provided by the regulations). It is undisputed that One Communications did so.

One Communications met all conditions necessary to lawfully request AT&T to port the Telephone Numbers to Dr. Ungar’s One Communications account. Dr. Ungar asked One Communications to port the numbers and executed the LOA in order to verify both his authorization and his authority to seek this change in service. (Wheeler Test. at 3.) Dr. Ungar’s LOA complies with the regulatory requirements for LOAs. See 47 C.F.R. § 64.1130; see also Exhibit RW2 attached to Wheeler Test. Moreover, Complainants admitted they had entered into a joint business venture with Dr. Ungar at his office location in which all three chiropractors advertised under one business name and did not assert they had been “slammed” until they sought to end their business relationship with Dr. Ungar over a year after the port occurred. (Wheeler Test. at 5; Tr. at 28, 60.)

Nonetheless, Complainants argue that Respondent had an affirmative duty to confirm that Dr. Ungar had actual authority, and not mere apparent authority, to request the change in service over a year before. Complainants, however, do not cite to any legal authority to support their position. Indeed, what authority Complainants do cite actually supports Respondent’s position.

² A “submitting” carrier is generally any telecommunications carrier that requests on behalf of a subscriber that the subscriber’s telecommunications carrier be changed, and seeks to provide retail services to the end user subscriber. 47 C.F.R. § 64.1100(a).

³ Pursuant to Rule 4901:1-5-09(A), OAC, the term “subscriber” has the same meaning as it does within the context of FCC rules and procedures. The FCC defines “subscriber” as follows: (1) the party identified in the account records of a common carrier as responsible for payment of the telephone bill; (2) any adult person authorized by such party to change telecommunications services or to charge services to the account; and (3) any person contractually or otherwise legally authorized to represent such party. 47 C.F.R. § 64.1100(h)(1)-(3).

As Complainants note, “[t]he [FCC] further concluded that an executing carrier may not ‘re-verify’ the submitting carrier’s initial verification of a change request. The Commission agreed with parties that such reverification would be expensive, unnecessary, and duplicative.” (Complainants’ Post Hearing Brief, at 14–15.) Just as with an executing carrier, the FCC has concluded that a subscribing carrier has no duty to reverify its initial verification of a change request, which occurs in the form of the LOA. Instead, because complying with a duty to investigate the veracity of a customer’s assertion of authority would be an impossible task—as the submitting carrier has no access to the executing carrier’s records—no such duty is imposed on submitting carriers. This standard was made clear in AT&T Corp. v. Federal Communications Comm’n, 323 F.3d 1081 (D.C. Cir. 2003).

In AT&T Corp., the United States Court of Appeals for the District of Columbia Circuit evaluated whether AT&T was liable for slamming when two sets of customers alleged that AT&T had wrongfully transferred their phone service when it ported their numbers from their prior carrier to AT&T without their authorization. 323 F.3d at 1082. AT&T argued that because its third party verifier⁴ had asked the questions required by FCC rules, it could not be held liable for a wrongful service transfer. Id. The complainants argued that they neither knew the individuals who requested the change in service nor had they authorized the individuals to act on their behalf. Id.

The Court disagreed with the complainants and determined that a requirement that submitting carriers obtain “actual authorization” from the service subscriber prior to initiating a telecommunications service change was improper. Id. at 1085-1088. The Court stated that “[t]he actual authorization requirement amounts, as the [FCC] acknowledges, to a strict liability

⁴ Use of a third party verifier is an alternative method to a LOA to verify authorization for the transfer of service. 47 C.F.R. § 64.1120.

standard” and to impose such a requirement would “charge[] carriers that engage in telemarketing with a virtually impossible task: guaranteeing that the person who answers the phone is in fact authorized to make changes to that telephone line.” Id. at 1086.

Following the AT&T decision, the FCC abandoned any “actual authority” requirement. In Sprint Communications Company, 18 FCC Rcd. 24137, 24138-39 (2003), the FCC held:

Although we conclude that Sprint did not obtain the subscriber’s actual authorization to change subscriber’s preferred telecommunications carrier, the United States Court of Appeals, District of Columbia Circuit has interpreted Section 258 of the Telecommunications Act of 1996 to require *only that a carrier follow the Commission’s verification procedures and not to require actual authorization by the subscriber.*

(Footnote omitted) (emphasis added). See also ACN Communications Company, 19 FCC Rcd 9324, 9325-26 (2004) (the fact that the names on the LOA did not match the Complainants’ did not mean that service change was unauthorized); Communicate Technological Systems LLC, 20 FCC Rcd 15553, 15555 (2005) (incorrect names on LOAs did not result in violation of carrier change rules); Communicate Technological Systems LLC, 21 FCC Rcd 3409, 3411 (2006) (carrier provided clear and convincing evidence of a valid authorized carrier change notwithstanding that person who signed LOA included the incorrect telephone number).⁵

AT&T Corp. and the FCC decisions cited above demonstrate that One Communications had no duty to verify whether Dr. Ungar had “actual authority” to execute the LOA, and thus, that One Communications did not “slam” Complainants. For the PUCO to find otherwise would improperly impose the strict liability standard expressly rejected by AT&T Corp. and the FCC. Further, Ohio law requires that “the rules prescribing procedures for verifying consumer consent [to changes in the provider of telecommunications services] shall be consistent with the rules of

⁵ State utility regulatory commissions addressing the issue have likewise followed suit. See In re Thomas, 2005 WL 1677981, *2 (Mass. D.T.E. 2005) (reconsideration was warranted when D.T.E. held that only the customer of record was authorized to switch service provider); In re Dyer, 2007 WL 817388, *4 (Mass. D.T.E. 2007) (carrier may rely on assertion of authority to switch service provider).

the federal communications commission” Section 4905.72(D), Revised Code. One Communications therefore complied with the FCC’s rules and with Ohio law.

Complainants also contend that One Communications’ argument is based on the premise that Dr. Ungar was the “subscriber” for the Telephone Numbers, which he was not. (See Complainants’ Post Hearing Brief, at 18–19.) One Communications, however, has never posited such an argument. Instead, One Communications asserts only that Dr. Ungar represented himself to be the subscriber to the Telephone Numbers when he executed the LOA. Under the rules and regulations described above, Dr. Ungar’s representation to One Communications that he was the subscriber to the Telephone Numbers was sufficient authority for One Communications to make the port request to AT&T for the Telephone Numbers. One Communications had no duty under the FCC and PUCO regulations to verify Dr. Ungar’s representation by conducting an independent investigation of Dr. Ungar’s representation, but was instead expressly authorized to rely upon that representation. Therefore, all of One Communications’ actions were lawful when it submitted the request to AT&T to port the Telephone Numbers to Dr. Ungar’s One Communications account, and no “slam” occurred.

B. One Communications Properly Denied the Complainants’ March 2008 Request to Remove the Telephone Numbers from Dr. Ungar’s Account

1. Privacy Restrictions Prohibit Unauthorized Individuals from Making Service Changes to a Customer’s Account

Complainants also assert that One Communications unlawfully refused the Complainants’ telephonic requests in March 2008 to remove the Telephone Numbers from Dr. Ungar’s account after their business relationship with him ended some one and a half years later. However, neither Complainant was identified on the account as authorized to make service changes to the account, therefore One Communications denied their request. According to One

Communications' account records, only Dr. Ungar and Ryka Moore were identified on the account as authorized to make service changes to the account. (Wheeler Test. at 5.)

Customer privacy rules do not permit carriers to release information or to make service changes to a customer's account based on telephonic requests from unauthorized individuals. The FCC's CPNI rules are designed to protect customers against the unauthorized use or disclosure of their account information.⁶ 47 C.F.R. §§ 64.2001 et seq. Every telecommunications carrier has a statutory duty to protect the confidentiality of its customers' accounts. See 47 U.S.C. § 222(a). In 2007, the FCC enacted specific rules which apply when an individual contacts a carrier by telephone regarding a customer account. See Telecommunications Carriers' Use of CPNI and Other Customer Information, CC Docket Nos. 96-115, WC Docket No. 04-46, Report and Order and Notice of Further Rulemaking, FCC 07-22, ¶¶ 13-20 (rel. April 2, 2007). In response to the FCC's order and in compliance with its rules, One Communications does not use or disclose a customer's account information, or make service or account changes, in response to telephonic requests from individuals who do not have proper authorization.

The PUCO shares the FCC's view of the importance of customer privacy. In comments filed at the FCC, the PUCO stated: "The Ohio Commission believes that customers should ultimately be in charge of the disclosure of their CPNI and, consequently encourages the [FCC] to require telecommunications service providers to obtain customer authorization prior to disclosing CPNI to any third party." Telecommunications Carriers' Use of CPNI and Other Customer Information, CC Docket Nos. 96-115 and RM-11277, Comments of the Public

⁶ CPNI is defined as "(A) information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service, subscribed to by any customers of a telecommunications carrier, and that is made available to the carrier by the customer solely by virtue of the carrier-customer relationship; and (B) information contained in the bills pertaining to telephone exchange service or telephone toll service received by a customer of a carrier." 47 U.S.C. § 222(h)(1).

Utilities Commission of Ohio at 32 (filed April 13, 2006) (emphasis in original). In addition, Rule 4901:1-5-05(C), O.A.C. requires:

For purposes of this rule only, telecommunications providers in possession of [CPNI] shall protect customer information in accordance with 47 U.S.C. 222 and in accordance with the rules and procedures prescribed by the [FCC] at 47 C.F.R. 64.2001 to 64.2011, as effective on December 10, 2007.

In this case, Complainants did not have authorization to use or have access to the services, telephone numbers or other CPNI related to the account, and One Communications properly, and in conformance with PUCO and FCC CPNI requirements, denied the Complainants' March 2008 request to change the services on One Communications' customer's account. Thus, Complainants' allegation that One Communications acted improperly in refusing to transfer the Telephone Numbers to their AT&T accounts is without merit.

2. One Communications Acted Promptly in Porting the Telephone Numbers to AT&T after It Received a Proper Port Request from AT&T

Although not raised in their original complaint (or any amendment thereto), Complainants also argue that One Communications wrongfully withheld the Telephone Numbers after the Summit County Court of Common Pleas found that Dr. Ungar had no actual authority to request their transfer to his One Communications account. Complainants, however, fail to address several critical facts which demonstrate that One Communications once again complied with all applicable rules and regulations vis-à-vis the Telephone Numbers – as well as the determination of the Summit County Court of Common Pleas.

a. (330) 724-5521

First, only one of the two Telephone Numbers—the number which Complainant Longworth sought to obtain, (330) 896-8500 — was even at issue in the Summit County case when the Court entered the relevant order in June of 2009. By May 2009, Dr. Ungar had

indicated a desire to disconnect the (330) 724-5521 phone number — the phone number that Complainant Gandee sought to obtain — from his account. By requesting that One Communications no longer provide service to him via that number, Dr. Ungar relinquished control over the number. (Wheeler Test. at 13.) Normally, when a customer disconnects service received through a telephone number, that number would be released to a general pool of numbers and, eventually, it would be assigned on a random basis for the use of any carrier. (Wheeler Test. at 13.) Due to the instant litigation, however, One Communications held the number rather than release it for reassignment through the general pool. (Wheeler Test. at 13.) In doing so, One Communications preserved the number until the time when Complainant Gandee could make arrangements with a carrier to provide service to him using that number. Otherwise, the number would have been “lost” in the number pool and would not have been available for use by Complainant Gandee at all. (Wheeler Test. at 14).

Simply put, One Communications could not port that number to AT&T without first receiving a port request from AT&T. (*See* Wheeler Test. at 14; Tr. at 112–13, 118–19, 127.) On several occasions after Dr. Ungar gave up his claim to (330) 724-5521, One Communications informed Complainants’ counsel of precisely this fact and that it had to receive a port request from AT&T to transfer (330) 724-5521 to Complainant Gandee’s AT&T account. (Wheeler Test. at 14.) One Communications did not receive any port request regarding the (330) 724-5521 number from AT&T until September 2009. (Wheeler Test. at 14.) Once it received that request, it promptly complied with it. Thus, One Communications did not wrongfully withhold (330) 724-5521 from Complainant Gandee. To the contrary, One Communications took actions that preserved Complainant Gandee’s ability to obtain the telephone number he desired, and promptly ported the number once it received a proper request to do so.

b. (330) 896-8500

The telephone number sought by Complainant Longworth ((330) 896-8500) was the subject of a May 2009 hearing before a Summit County Court of Common Pleas magistrate, who heard evidence to determine who should control that phone number. (Wheeler Test. at 15.) One Communications participated in that hearing to explain certain background facts, but it took no position regarding who should properly control the Telephone Numbers. (Wheeler Test. at 15.) The magistrate issued his report and recommendation in May, 2009.

The Court adopted the magistrate's recommendation and issued a Judgment Entry on **June 9, 2009**, ordering One Communications to transfer the (330) 896-8500 telephone number to Complainant Longworth. (Wheeler Test. at 15.) The court did not issue an order regarding the (330) 724-5521 phone number because, as described above, by that time Dr. Ungar had given up any claim to that number, and One Communications represented to the court that it would honor a proper port request concerning that number, if it should receive one from Complainant Gandee's chosen provider (which One Communications eventually received from AT&T in September 2009). (Wheeler Test. at 15.) The magistrate's decision did not conclude that One Communications committed any wrongdoing, but instead concluded that Dr. Ungar did not have actual authority at the time he executed the LOA. However, as discussed above, under federal and state law, the fact that Dr. Ungar did not have actual authority to request the transfer does not confer any liability to One Communications as long as One Communications followed the FCC's verification procedures, which it did.

In August of 2009, within approximately sixty days of the court's order, within approximately thirty days of the expiration of Dr. Ungar's opportunity to appeal such order, *and*

in response to the first port request regarding the number received from AT&T, One Communications did port (330) 896-8500 to AT&T.

As with the (330) 724-5521 number, One Communications could only port the number to AT&T after it received a port request from AT&T to do so. (Wheeler Test. at 15; Tr. at 112–13, 118–19, 127.) It was the responsibility of the Complainants to contact AT&T to ensure that AT&T requested the numbers be ported to it in a timely fashion. (Wheeler Test. at 15.) Indeed, AT&T instructed Complainants that the best way to get the number transferred back to them would be to fax AT&T a copy of the court’s order. (Tr. at 44–45, 70.) In any event, if Complainant Longworth believed that One Communications did not act quickly enough to port the telephone number to AT&T after the issuance of the June 2009 order, his remedy was to seek a contempt of court sanction from the Court that issued the order, not to bring his grievance to the PUCO. (Wheeler Test. at 15.) One Communications acted properly vis-à-vis the porting to AT&T of the (330) 896-8500 phone number.

3. The Complainants Did Not Have a Property Interest in the Telephone Numbers

Finally, Complainants imply that One Communications wrongfully refused to remove the Telephone Numbers from Dr. Ungar’s account because the Complainants had used the Telephone Numbers for many years.⁷ However, Complainants did not have any “ownership” or “property rights” in the Telephone Numbers with which One Communications could have interfered. Courts have found that no one can have a property interest in a telephone number. See In the Matter of StarNet, Inc., 355 F.3d 634, 637 (7th Cir. 2004). At most, a subscriber may “use” a given number. Id. at 637. According to the FCC,

⁷ Although the Complaints are very brief and somewhat vague, the Complaints can be read to allege that One Communications interfered with a property interest in the Telephone Numbers.

The Communications Act of 1934, as amended (the Act), grants the [FCC] exclusive jurisdiction over ‘those portions of the North American Numbering Plan that pertain to the United States.’ . . . Telephone numbers are a public resource and neither carriers nor subscribers ‘own’ their telephone numbers.

In the Matter of Toll-Free Access Codes, 22 F.C.C.R. 21573, 21573-74 (2007) (internal footnotes omitted). See also Choice One Ohio Retail Product Guide No. 3, Section 2.1.3.H (available at <http://www.onecommunications.com/uploadedFiles/c1ohproductguide.pdf>) (“The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code.”).

Although subscribers may take their telephone numbers with them when switching to another carrier, that is not because the subscriber has any property right or ownership interest in that number. Rather, telephone number portability is required because it promotes competition between telecommunications carriers. In the Matter of Telephone Number Portability, CC Docket No. 95-116, First Report and Order and Further Notice of Proposed Rulemaking, FCC 96-286, ¶ 2 (rel. July 2, 1996). Therefore, Complainants had no property right or ownership interest in the Telephone Numbers with which One Communications could have interfered.

IV. CONCLUSION

For all the foregoing reasons, One Communications respectfully requests that this Commission find that the Complaints are without merit.

March 16, 2011

Respectfully submitted,

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CERTIFICATE OF SERVICE

I herby certify that a copy of the foregoing Respondent's Post-Hearing Brief was sent by first class U.S. mail, postage prepaid, to the following persons this 16th day of March, 2011.

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Case No(s). 09-0051-TP-CSS, 09-0052-TP-CSS

Summary: Brief Respondent's Post Hearing Brief electronically filed by Mr. Michael D. Dortch on behalf of Choice One Communications, dba, One Communications