

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Complaint of Sound Board Music)	
)	
Complainant,)	
)	
v.)	Case No. 15-1560-TP-CSS
)	
First Communications LLC)	
)	
Respondent.)	

FIRST COMMUNICATIONS LLC’S ANSWER TO AND AFFIRMATIVE DEFENSES,

First Communications LLC (“First Communications”) hereby submits its Answer and Affirmative Defenses to the Complaint (“Complaint”) of Sound Board Music filed on September 4, 2015 in the above-captioned proceeding, and respectfully requests that the Public Utilities Commission of Ohio (“Commission” or “PUCO”) dismiss this Complaint because Complainant has failed to set forth reasonable grounds for the Complaint as required by Ohio Revised Code Section (“R.C.”) 4905.26.

I. ANSWER

Pursuant to Ohio Administrative Code Rule 4901-9-01, First Communication submits its Answer to the Complaint filed by Sound Board Music.

First Communication generally denies the allegations set forth in the Complaint, except as specifically admitted hereinafter. For the sake of clarity, each sentence of the Complaint is set forth below, with its attendant answer, and each sentence of the Complaint is written verbatim as it appears in the Complaint and will not include the designation “[sic]”

1. *We are currently a customer with First Communications and have been a long time customer over the duration of three years.*

ANSWER: First Communications admits that Sound Board Music is a customer.

2. *During this time we have received a consistent bill with an average balance of approximately \$350.00 and have been paid in a timely manner.*

ANSWER: On information and belief, First Communications can neither admit nor deny this allegation.

3. *In late January, First Communications contacted me; alerting me that my phone number has been 'hacked' over a duration of approximately three weeks.*

ANSWER: First Communications admits that on December 16, 2014, it discussed the security breach of Complainant's customer premises equipment with Complainant. First Communications denies the remainder of this sentence.

4. *During this 'hacked' event, my phone numbers had been used to make hundreds of calls to St. Johns, AN; Cayman Islands, CQ; St. Georges, GN and various other long distance locations.*

ANSWER: First Communications admits that long distance calls were made to various locations in the Caribbean through Complainant's customer premises equipment.

5. *The service provider (SP) controlling my phone numbers, First Communications, told me that to end or prevent this 'hacking' I would need to contact my equipment provider, Samsung and Raytec companies.*

ANSWER: First Communications admits that it informed Complainant regarding the need to take measures to secure his customer premises equipment.

6. *In response, I had asked my service provider why they would not be the ones to contact Raytec or Samsung to address these issues as I feel this would be their responsibility.*

ANSWER: First Communications lacks sufficient knowledge or information to form a belief as to the truth of the allegation in this sentence.

7. *They denied help to this issue.*

ANSWER: First Communications denies this allegation.

8. *I then contacted Raytec to ensure that this issue would be addressed. A representative with Raytec came out and helped assist me with addressing this issue.*

ANSWER: First Communications lacks sufficient knowledge or information to form a belief as to the truth of the allegation in this sentence.

9. *In conversation with Raytec, they had stated that they were familiar with this 'hacking' with First Communications accounts and the preventative measure was to ensure that my phone numbers that we assigned to our First Communications account not be able to make international calls.*

ANSWER: First Communications lacks sufficient knowledge or information to form a belief as to the truth of the allegation in this sentence.

10. *We received the invoice and statement for the billing cycle this 'hacking' event occurred. According to this invoice First Communications was billing us \$6,646.74!*

ANSWER: First Communications admits that Complaint was billed \$4,610.51 for long distance calls placed through Complainant's customer premises equipment.

11. *As a customer with First Communication for three years, account in good standing and average billing balance of \$350.00 per billing cycle, this is outrageous.*

ANSWER: First Communications lacks sufficient knowledge or information to form a belief as to the truth of the allegation in this sentence.

12. *Assuming that I would not be incurring the charges caused from the 'hacking' of the First Communications account I requested for relief from the fraudulent charges.*

ANSWER: First Communications has no information regarding Complainant's assumptions, but admits that Complainant requested credit.

13. *First Communications responded by stating they will look into what they could do.*

ANSWER: First Communications admits that it investigated reasonable accommodations that could be made to Complainant.

14. *After a period of approximately two and a half months and multiple follow ups from my end with this company, they stated they would issue approximately \$1,400.00 as a credit against the fraudulent charges.*

ANSWER: First Communications denies this allegation. A total courtesy credit of \$3,611.43 was applied to Complainant's account on February 19, 2015. Complainant was notified on February 23, 2015 that a courtesy credit was applied to his account.

15. *Over this time I have been paying my standard and expected average monthly charges and keeping my account with them current in payment.*

ANSWER: First Communications admits that Complaint is current with his account with respect to undisputed charges.

16. *The company has not been available by any means to address this issue.*

ANSWER: First Communications denies that it has not been available. In fact First Communications has on several occasions spoken directly to Mr. Underwood and has sent via e-

mail on two separate occasions information on fraud along with the customer's responsibilities for paying for those calls. First Communications also worked with the PUCO's service monitoring staff to resolve Complainant's informal complaint.

17. *In conversation with one of First Communications upper representatives, I had the question of why it took the company three weeks to contact me about the account being compromised.*

ANSWER: On information and belief, First Communications neither admits nor denies the allegation in this sentence.

18. *The response from the First Communications agent was simply, pay the bill or else they will terminate the service.*

ANSWER: First Communications denies this allegation, as a \$3,611.43 courtesy credit was applied to Complainant's account and a payment plan was established for the remaining balance.

19. *After I was given the response I contacted the PUCO and filled a complaint.*

ANSWER: First Communications lacks sufficient knowledge or information to form a belief as to the truth of the allegation in this sentence.

20. *Speaking with the PUCO agent I was not prompted with a difference between a 'formal complaint' and a 'complaint'.*

ANSWER: First Communications lacks sufficient knowledge or information to form a belief as to the truth of the allegation in this sentence.

21. *As a follow up, I had conversations with various PUCO reps and also Mr. Mariner Taft as to what would be the next steps.*

ANSWER: First Communications lacks sufficient knowledge or information to form a belief as to the truth of the allegation in this sentence.

22. *We had been told that this would not be an issue that the PUCO handles and we were referred to the Federal Communications Commission.*

ANSWER: First Communications lacks sufficient knowledge or information to form a belief as to the truth of the allegation in this sentence.

23. *The FCC agent referred us back to contacting the PUCO and introduced us to filling a 'formal' complaint.*

ANSWER: First Communications lacks sufficient knowledge or information to form a belief as to the truth of the allegation in this sentence.

24. *The purpose of this letter is to file a FORMAL COMPLAINT against the company FIRST COMMUNICATIONS against the fraudulent charges issued to me and my company.*

ANSWER: First Communications lacks sufficient knowledge or information to form a belief as to the truth of the allegation in this sentence.

25. *I demand to have a FORMAL HEARING [sic] before any money is exchanged on the fraudulent charges.*

ANSWER: First Communications denies that reasonable grounds have been stated that would warrant a hearing.

26. *I will continue to pay my bill as normal of all non-fraudulent charges and my account is current.*

ANSWER: First Communications can neither admit nor deny this allegation.

27. *I expect all services attached to this account to not be interrupted due to non-payment of FRAUDULENT charges.*

ANSWER: First Communications can neither admit nor deny this allegation.

28. *Therefore, I am asking for assistance by the commission to prevent the termination of this service during the pendency of this complaint.*

ANSWER: First Communications can neither admit nor deny this allegation.

29. *I agree to pay during this pendency of complaint, all amounts to the utility that are not in dispute.*

ANSWER: First Communications can neither admit nor deny this allegation.

30. *FIRST COMMUNICATIONS has issued a shut-off notice and this would be SEVERLY DISRUPTIVE to my business.*

ANSWER: First Communications admits that it has issued a disconnection notice to Complainant, but denies that it would terminate service for the disputed balance during the pendency of this Complaint.

II. AFFIRMATIVE DEFENSES

A. First Affirmative Defense

31. Complainant has failed to set forth reasonable grounds for a complaint and upon which relief can be granted. International calls were placed through Complainant's facilities that are outside the responsibility and control of Respondent.

B. Second Affirmative Defense

32. First Communications has at all times acted in accordance with its tariff, all applicable statutes, administrative rules, and regulations and orders of the Commission.

C. Third Affirmative Defense

33. First Communications has breached no legal duty or contractual obligation owed to Complainant.

D. Fourth Affirmative Defense

34. The Commission lacks jurisdiction over the subject matter of the Complaint which involves international calls. No aspect of this complaint involves intrastate local exchange service.

E. Fifth Affirmative Defense

35. First Communications reserves the right to raise additional defenses as warranted by discovery in this matter.

III. CONCLUSION

WHEREFORE, having fully answered the Complaint, First Communications respectfully requests that the Commission dismiss this Complaint with prejudice because the Complainant has failed to set forth reasonable grounds for the Complaint as required by R.C. 4905.26.

Respectfully submitted on behalf of,
FIRST COMMUNICATIONS LLC



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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the forgoing Answer has been served upon the following parties listed below by electronic mail and/or regular U.S. mail, postage prepaid, this 24th day of September 2015.



Thomas J. O'Brien

David Underwood
Sound Board Music
3776 Fiscreek Road
Stow, OH 44224

This foregoing document was electronically filed with the Public Utilities

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in

Case No(s). 15-1560-TP-CSS

Summary: Answer and Affirmative Defenses of First Communications LLC electronically filed by Teresa Orahod on behalf of Thomas O'Brien