

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

Mardi (Mardelle) Morantz

vs.

AT&T and its Subsidiaries

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Case No. 15-1929-TP-CSS

RESPONDENT AT&T OHIO’S ANSWER AND AFFIRMATIVE DEFENSES

The Ohio Bell Telephone Company (“AT&T Ohio”)¹ hereby submits its Answer and Affirmative Defenses in response to the Complaint of Mardi (Mardelle) Morantz (“Complainant”). For its Answer to the Complaint filed against it, AT&T Ohio states as follows:

Required Inclusions:

1. AT&T Ohio admits the allegations of Required Inclusions Paragraph 1.
2. AT&T Ohio admits the allegations of Required Inclusions Paragraph 2.
3. AT&T Ohio admits the allegations of Required Inclusions Paragraph 3.

4a. AT&T Ohio denies that there was a long term agreement for internet service which was amended 2-3 times. The remaining allegations in Required Inclusions Paragraph 4a state a legal conclusion to which no answer is required. Notwithstanding the foregoing, AT&T Ohio denies the allegation of Required Inclusion Paragraph 4a.

4b. The allegations in Required Inclusions Paragraph 4b request a legal conclusion to which no answer is required. Notwithstanding the foregoing, AT&T Ohio denies the allegation of Required Inclusion Paragraph 4b.

¹ The Ohio Bell Telephone Company is a public utility in Ohio and provides certain Commission-regulated services and other non-regulated services. The Complainant used the name "AT&T" in its complaint. The Ohio Bell Telephone Company uses the name AT&T Ohio, which is used in this Answer.

4c. The allegations in Required Inclusions Paragraph 4c request a legal conclusion to which no answer is required. Notwithstanding the foregoing, AT&T Ohio denies the allegation of Required Inclusion Paragraph 4c.

5a-b. The allegations in Required Inclusions Paragraph 5a-b request a legal conclusion to which no answer is required. Notwithstanding the foregoing, AT&T Ohio denies the allegation of Required Inclusion Paragraph 5a-b.

Statement of Facts (Evidence):

AT&T Ohio admits that during Complainants Internet service with AT&T, there have been periods of time where there was an agreement that specified the rates for service.

1. AT&T Ohio denies the allegations in Statement of Facts Paragraph 1.

2. AT&T Ohio admits that Complainant's June 2014 invoice included a *Price Change Notice* and further admits that when Complainant contacted AT&T she was offered and she accepted a \$26 per month rate through May 2015. AT&T denies the remaining allegations in Statement of Facts Paragraph 2.

3. AT&T Ohio admits that Complainant received an invoice in July 2015 that listed a rate of \$30.35 and also listed a reversal of \$14.25CR. AT&T Ohio further admits that the Complainant called AT&T representative Deb on July 28, who agreed to give Complainant a \$12 credit. AT&T Ohio denies the remaining allegations contained in Statement of Facts Paragraph 3.

4. AT&T Ohio admits that Complainant contacted AT&T on August 14, 2015 regarding technical issues with her internet service that was resolved. AT&T Ohio denies the remaining allegations in Statement of Facts Paragraph 4.

5. AT&T Ohio admits that Complainant received a July 21, 2015 notice of a \$29 rate. AT&T Ohio denies the remaining allegations in Statement of Facts Paragraph 5.

6. AT&T Ohio is without sufficient knowledge or information to form a belief as to the truth of the allegations in Statement of Facts Paragraph 6.

7. The document listed in Statement of Facts Paragraph 7 speaks for itself, and AT&T Ohio is without sufficient knowledge or information to form a belief as to the truth of the allegations in Statement of Facts Paragraph 7.

8. AT&T Ohio denies the allegations in Statement of Facts Paragraph 8.

9. AT&T Ohio is without sufficient knowledge or information to form a belief as to the truth of the allegations in Statement of Facts Paragraph 9.

10. AT&T Ohio admits that AT&T representative Dyson contacted Complainant on November 5, 2015 and was unable to offer Complainant the \$29/mo. for 12 months rate. AT&T Ohio denies the remainder of Complainant's description of the conversation. AT&T Ohio is without sufficient knowledge or information to form a belief as to the truth of the allegations in Statement of Facts Paragraph 10.

Arguments:

1. The allegations in Unnumbered Argument Paragraph 1 state legal conclusions to which no answer is required. Notwithstanding the foregoing, AT&T Ohio denies the allegations of Unnumbered Argument Paragraph 1.

2. The allegations in Unnumbered Argument Paragraph 2 state legal conclusions to which no answer is required. Notwithstanding the foregoing, AT&T Ohio denies the allegations of Unnumbered Argument Paragraph 2.

3. The allegations in Unnumbered Argument Paragraph 3 state legal conclusions to which no answer is required. Notwithstanding the foregoing, AT&T Ohio denies the allegations of Unnumbered Argument Paragraph 3.

4. The allegations in Unnumbered Argument Paragraph 4 (“Conclusion”) contain legal conclusions to which no answer is required. Notwithstanding the foregoing, AT&T Ohio denies the allegations of Unnumbered Argument Paragraph 4.

AFFIRMATIVE DEFENSES

1. The Complaint fails to state a claim upon which relief can be granted.

2. The Commission lacks jurisdiction in that the service that is the subject of this Complaint is a digital subscriber line ("DSL") service, which is an interstate information service that is subject to the exclusive jurisdiction of the Federal Communications Commission. Billing issues related to DSL service are likewise exclusively interstate in nature. Neither the service nor the billing issues are subject to this Commission's jurisdiction.

3. The Complaint fails to name a proper party in that (1) “AT&T” is not a legal entity; and (2) the Complaint cannot properly join parties by simply referring to them as “subsidiaries” and not providing their correct name.

4. Complainant failed to pursue the dispute resolution provisions of her contract for DSL/internet access services.

5. The Complaint is barred by the provisions of her contract for DSL/internet access services.

WHEREFORE, having fully answered, Respondent AT&T Ohio respectfully requests that the Complaint be dismissed with prejudice.

Respectfully submitted,

AT&T Ohio

By: /s/ Douglas W. Trabaris
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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been served this 9th day of December,
2015 by U.S. Mail on the party shown below.

/s/ Douglas W. Trabaris
Douglas W. Trabaris

Mardi Morantz
P.O. Box 132425
Columbus, OH 43213

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Summary: Answer Respondent AT&T Ohio's Answer and Affirmative Defenses electronically filed by Douglas W Trabaris on behalf of AT&T and AT&T Ohio and Ohio Bell Telephone Company