

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Complaint of Percy Squire Co., LLC,)	
)	
Complainant,)	
)	
v.)	Case No. 16-2140-TP-CSS
)	
Level 3 Communications LLC,)	
)	
Respondent.)	

LEVEL 3 COMMUNICATIONS LLC’S ANSWER AND AFFIRMATIVE DEFENSES,

Level 3 Communications LLC (“Level 3”) hereby submits its Answer and Affirmative Defenses to the Complaint (“Complaint”) of Percy Squire Co., LLC (“Complainant”), filed on October 28, 2016. Level 3 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 Sections (“R.C.”) 4905.26 and 4927.21.

I. ANSWER

Pursuant to Ohio Administrative Code Rule (“OAC”) 4901-9-01, Level 3 submits its Answer to the Complaint of Percy Squire Co., LLC.

Level 3 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. *I began service with Level 3, f.k.a. Time Warner, in 2006, when a VersiPak T-12 was provided to my company at 514 S. High Street, Columbus, OH 43215, on August 3, 2006.*

ANSWER: Level 3 admits that tw telecom, Level 3's predecessor in interest, provided Complainant a bundled service (VersiPak T-12) at 514 S. High Street, Columbus, Ohio that included voice services and internet access with associated local loop. Level 3 admits that billing was initiated effective August 3, 2016.

2. *In June 2011, I requested that all of my service be ported to a new address, 341 S. Third Street, Columbus, OH 43215, which I was led by Time Warner to believe had occurred.*

ANSWER: Level 3 denies this allegation. The port process is used when a customer changes service providers and the port order must be submitted by the customer to the "new" carrier. Complainant's new carrier, Paetec, submitted an order to tw telecom on July 11, 2011 to port six telephone numbers from the account. tw telecom records show that Paetec's order directed, "Remaining services stay." According to industry standards, the remaining voice services, internet services and the associated local loop remained in service with tw telecom following the port. To the extent that Complainant uses tw telecom and unaffiliated Time Warner Cable interchangeably with Level 3, Level 3 denies that it "led Complainant to believe" that all services had been ported.

3. *For this reason between June 2011 and January 9, 2016, I paid Time Warner's invoices totaling \$29,923.08, See, Exhibit A.*

ANSWER: Level 3 lacks sufficient knowledge or information to form a belief as to the truth of the allegation in this sentence. To the extent that Complainant uses tw telecom, and unaffiliated Time Warner Cable interchangeably with Level 3, Level 3 denies that it "led

Complainant to believe” that all services had been ported and denies that Complainant paid the referenced invoices “[f]or this reason.”

4. *It was requested that all my services with Time Warner be transferred to 341 S. Third Street.*

ANSWER: Level 3 lacks sufficient knowledge or information to form a belief as to the truth of the allegation, because the Complainant does not specify by whom or to whom the request was made, or the meaning of the word “transfer.” Level 3 denies that Complainant requested that tw telecom transfer all of Complainant’s services to a new address.

5. *Time Warner was not asked to retain any service at 514 S. High Street.*

ANSWER: Level 3 denies this allegation. tw telecom records indicate that Complainant’s new carrier, Paetec, submitted an order to tw telecom on July 11, 2011 to port six telephone numbers from the account. tw telecom records show that Paetec’s order directed, “Remaining services stay.” According to industry standards, the remaining voice services, internet services and the associated local loop remained in service with tw telecom following the port of the six telephone numbers.

6. *Time Warner knew by April 2012 that no use was being made of the service at 514 S. High Street. See, Exhibit B.*

ANSWER: Level 3 denies this allegation. The information provided in Exhibit B relates to a Time Warner Cable service. Time Warner Cable is not affiliated with tw telecom, Level 3’s predecessor in interest.

7. *The claim that a complete disconnect was not requested is baseless.*

ANSWER: Level 3 denies this allegation. Complainant’s new carrier, Paetec, failed to request a disconnect, and directed that the remaining services were to remain in service.

8. *In January 2016, I was made aware that the telephone and internet service that I was receiving at 341 S. Third Street was not being provided by Time Warner.*

ANSWER: Level 3 lacks sufficient knowledge or information to form a belief as to the truth of the allegation in this sentence. Level 3 denies that it claimed to provide service, or was required to provide service, at 341 S. Third Street. Level 3's monthly invoices clearly noted that the service location was 514 S. High Street.

9. *What occurred is in June 2011, Time Warner did not port all of my lines over to 341 S. Third Street, but left six lines there, despite Time Warner's knowledge that my office was moving.*

ANSWER: Level 3 denies that its predecessor in interest, tw telecom, was responsible for porting any of the lines to 341 S. Third Street. Under industry standards, tw telecom could only release lines pursuant to an order from Complainant's new carrier, Paetec. Paetec, in its capacity as the authorized agent for Complainant in the port process, directed tw telecom to leave the non-ported services in service.

10. *I did not request and had no use for six lines at an address I was leaving.*

ANSWER: Level 3 lacks sufficient knowledge or information to form a belief as to the truth of the allegation. Complainant continued to make payments for the lines remaining at the 514 S. High Street address through July 2015. The first evidence of a disconnection-related customer inquiry to Level 3 was a call from Complainant on December 9, 2015.

11. *I have filed an informal complaint with the Ohio Public Utilities Commission against Time Warner (Level 3, Complaint No. PSQU122215XE).*

ANSWER: Level 3 admits this allegation.

12. *Time Warner has not agreed to refund the \$29,923.08 to me as a result of this complaint.*

ANSWER: Level 3 admits that it has not agreed to refund money to Complainant.

13. *I request a full refund of the \$29,923.08 plus interest. See, Exhibit C for initial complaint.*

ANSWER: Level 3 denies that Complainant is entitled to a refund of \$29,923.08 plus interest

II. AFFIRMATIVE DEFENSES

A. First Affirmative Defense

14. Complainant has failed to set forth reasonable grounds for a complaint and upon which relief can be granted.

B. Second Affirmative Defense

15. Level 3 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

16. Level 3 has breached no legal duty or contractual obligation owed to Complainant.

D. Fourth Affirmative Defense

17. The Commission lacks jurisdiction over the subject matter of the Complaint to the extent it involves non-intrastate local exchange and internet service.

E. Fifth Affirmative Defense

18. Level 3 reserves the right to raise additional defenses as warranted by discovery in this matter.

III. CONCLUSION

WHEREFORE, having fully answered the Complaint, Level 3 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 and 4927.21.

Respectfully submitted on behalf of,
LEVEL 3 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 17th day of November 2016.

A handwritten signature in cursive script that reads "Dane Stinson".

Dane Stinson

Percy Squire
Percy Squire Co., LLC
341 South Third Street, Suite 10
Columbus, Ohio 43215

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in

Case No(s). 16-2140-TP-CSS

Summary: Answer and Affirmative Defenses of Level 3 Communications LLC electronically filed by Teresa Orahoad on behalf of Dane Stinson