

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

<b>Superior Credit Union Inc.</b>	)	
	)	
<b>Complainant,</b>	)	
	)	
<b>v.</b>	)	<b>Case No. 17-0195-TP-CSS</b>
	)	
<b>AT&amp;T,</b>	)	
	)	
<b>Respondent.</b>	)	

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**RESPONDENT AT&T OHIO’S ANSWER AND AFFIRMATIVE DEFENSES**

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The Ohio Bell Telephone Company (“AT&T Ohio”)<sup>1</sup> hereby submits its Answer and Affirmative Defenses in response to the Complaint of Superior Credit Union, Inc., (“Superior” or “Complainant”). For its Answer to the Complaint filed against it, AT&T Ohio states as follows:

**Allegations Under the Heading “Brief Facts”**

1. AT&T Ohio admits the following allegations contained in Brief Facts, Paragraph 1:
  - a. AT&T Ohio contacted Superior for the purpose of discussing Superior’s ISDN service contract expiration and informed Superior that the rates would increase on August 1, 2016 if contract expired;
  - b. Superior did not renew its ISDN service contract prior to the expiration date of June 23, 2016;
  - c. Superior’s August 4<sup>th</sup> bill contained charges for ISDN services billed at the contract term rate, which was paid by Complainant; and
  - d. Superior’s September 4<sup>th</sup> bill contained adjustments for the August ISDN services to correctly bill it under the out-of-contract, month-to-month rate (found in AT&T Ohio’s Guidebook Part 17 Section 2) and to bill for September services at that same month-to-month rate. The rate increase is shown on the bills attached to the Complaint.

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<sup>1</sup> 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.

AT&T Ohio is without sufficient knowledge or information to form a belief as to the truth of the remaining allegations in Brief Facts Paragraph 1.

2. With respect to the allegations contained in Brief Facts Paragraph 2, AT&T Ohio admits that Superior contacted AT&T Ohio with questions regarding the rates contained on the September 4<sup>th</sup> bill. AT&T Ohio further admits that it informed Superior that, after expiration of the ISDN service contract, its contract provided that service publication rates (i.e., tariff and guidebook rates) would apply. AT&T Ohio denies that it refused to provide billing information to Superior. AT&T Ohio is without sufficient knowledge or information to form a belief as to the truth of the remaining allegations contained in Brief Facts Paragraph 2. Responding further, the documents attached to the Complaint speak for themselves.

3. AT&T Ohio admits the allegations of Brief Facts Paragraph 3.

4. AT&T Ohio admits that Superior has had numerous contacts with AT&T Ohio. AT&T Ohio denies that its requests for information have been ignored. AT&T Ohio is without sufficient knowledge or information to form a belief as to the truth of the remaining allegations contained in Brief Facts Paragraph 4. Responding further, the documents attached to the Complaint speak for themselves.

**Allegations Under the Heading “Complaint”**

1. With respect to the allegations contained in Paragraph 1 of this section of the Complaint, AT&T Ohio denies that it has not provided an explanation of the rates applied to Superior’s services. Moreover, the ISDN service contract governing the provision of this service, which Superior agreed to, states that for “rates following expiration or termination of pricing schedule term,” the applicable rates are “service publication monthly rates in effect at the

time of expiration or termination of pricing schedule term.” Further, the remaining allegations contained in Complaint Paragraph 1 state a legal conclusion to which no answer is required.

2. With respect to the allegations contained in Paragraph 2 of this section of the Complaint, AT&T Ohio denies that it has continuously ignored and brushed aside requests for information regarding the bill or refused to discuss the bill until a new contract was signed. AT&T Ohio is without sufficient knowledge or information to form a belief as to the truth of the remaining allegations contained in Complaint Paragraph 2.

3. With respect to the allegations contained in Paragraph 3 of this section of the Complaint, the allegations state a legal conclusion to which no answer is required.

4. With respect to the allegations contained in Paragraph 4 of this section of the Complaint, the allegations state a legal conclusion to which no answer is required.

5. With respect to the allegations contained in Paragraph 5 of this section of the Complaint, AT&T Ohio denies that its communications with Superior have been hollow. The remaining allegations state a legal conclusion to which no answer is required.

#### **Allegations Under the Heading “Resolution”**

1. With respect to the allegations contained in this section of the Complaint, AT&T Ohio denies that any relief is appropriate.

#### **AFFIRMATIVE DEFENSES**

1. The Complaint fails to name a proper party in that “AT&T” is not a legal entity.

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

3. The Complaint fails to state reasonable grounds as required by Ohio Revised Code §§ 4905.26 or 4927.21.

4. The Complaint is barred by the arbitration provision in the contract that governs the provision of service.

5. The Complaint is subject to the limitation of liability and other provisions of the contract that govern the provision of service.

6. The Complainant has not paid for any services provided by AT&T Ohio from September 4, 2016 through October 12, 2016 at either the contract term rate or the service publication monthly rate.

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

Respectfully submitted,

AT&T Ohio

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## **CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing has been served this 8<sup>th</sup> day of February 2017  
by U.S. Mail and/or electronic mail on the parties shown below.

\_\_\_\_\_  
/s/ Mark R. Ortlieb  
Mark R. Ortlieb

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Summary: Answer RESPONDENT AT&T OHIO'S ANSWER AND AFFIRMATIVE DEFENSES electronically filed by Mr. Mark R Ortlieb on behalf of AT&T Entities and AT&T Ohio and Ohio Bell Telephone Company