

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

Rosemary Young,)	
)	
Complainant,)	
)	
v.)	Case No. 21-0487-TP-CSS
)	
AT&T Ohio,)	
)	
Respondent.)	

AT&T OHIO'S MOTION TO DISMISS

AT&T Ohio¹ moves to dismiss this Complaint because the Complaint has been satisfied. In addition, the complaint is also moot, because the Complainant has changed residences.²

Section 4901-9-01 of the Commission's rules gives the Complainant twenty days to file a written response agreeing or disagreeing with the Company's contentions. If no response is filed, the Commission may presume that satisfaction or settlement has occurred and dismiss the Complaint.

The reasons supporting this Motion are set forth in the attached Memorandum in Support.

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 her complaint. The Ohio Bell Telephone Company uses the name AT&T Ohio, which is used here.

² The Complainant's new address is shown in the Certificate of Service. AT&T Ohio asks that the Commission update its records accordingly.

Respectfully submitted,

AT&T Ohio

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MEMORANDUM IN SUPPORT OF MOTION TO DISMISS

1. Introduction

In her Complaint filed on April 22, 2021, Complainant asserts that she has had problems with her telephone service for several years. Her initial assertion is that her service has been “compromised” by her apartment landlord, Wellness Village, where she resided at the time. The Complainant reports on various problems with her landlord and its personnel, as well as hang-up calls and telephone solicitation calls (none of which are AT&T Ohio’s responsibility). She named her apartment landlord, Wellness Village, as the first respondent and AT&T as the second. Much of the Complaint centers on action or inaction by the landlord and its employees or agents. But the Commission, of course, has no jurisdiction over the landlord or its actions in this regard. Nor does AT&T Ohio have any responsibility over either the landlord or its actions or inactions.

2. The Complaint Against AT&T Ohio Lacks Substance

Upon the filing of the Complaint, AT&T Ohio reviewed the trouble history on the Complainant’s account. The Complainant contacted repair nine times between 2019 and 2020. A final repair report was made in January 2021. Repair “tickets” were created in the usual course of business each time. In only one of those repair cases, in August 2019, was any trouble found in AT&T Ohio’s network. An F2 (feeder) cable needed repair and it was timely repaired. The Complainant was given an out-of-service adjustment of \$23.70 for her short service outage

in August 2019. Checks of the Company's network in other cases resulted in findings of "no trouble found." The Company could not access the Complainant's premises on one repair call, on August 26, 2020. On another repair visit, on October 14, 2020, the technician checked the inside wiring in her apartment and found no trouble there. As the Commission is aware, AT&T Ohio is no longer generally responsible for the inside wiring in a customer's residential premises.³ On June 12, 2020, the Complainant reported her belief that her line was tapped.

In her Complaint, as her only requested remedies, the Complainant asked that AT&T Ohio buy her a new landline phone and give her a sincere apology. Complaint, p. 6. After speaking, through its representative, with the Complainant, AT&T Ohio provided a new AT&T-branded two-receiver cordless telephone, at a cost of \$68.00 plus \$12.00 shipping, and a sincere written apology. The Complainant acknowledged receipt of the new telephone and the written apology. However, she would not agree to sign a joint letter requesting dismissal of her Complaint. Having satisfied the Complainant's two express requests, made in her Complaint, AT&T Ohio believes it has satisfied the Complaint.

3. The Complaint Is Moot

Moreover, the fact that the Complainant has moved from Canton to Akron, Ohio, has rendered the Complaint - - focused as it is on service at her former residence - - moot. The Complainant is not happy with the service options available from AT&T Ohio at that location and she has not ordered new landline service there. She has wireless service only now. AT&T

³ See, 47 CFR § 68.105.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

9/21/2021 12:08:01 PM

in

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Summary: Motion to Dismiss and Memorandum in Support electronically filed by Jon F. Kelly
on behalf of AT&T Ohio