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FEB 03 2020

PUBLIC SERVICE
COMMISSION

February 3, 2020

Via Hand Delivery

Hon. Gwen R. Pinson
Executive Director
Public Service Commission
211 Sower Blvd.
P. O. Box 615
Frankfort, KY 40601

***In the Matter of Associates in Dermatology, PLLC v. Bellsouth
Telecommunications, LLC d/b/a AT&T Kentucky, Case No. 2019-00047***

Dear Ms. Pinson:

Enclosed for filing are one (1) original and five (5) copies of Associates in Dermatology, PLLC's Responses to Commission Staff's January 21 Request for Information.

Thank you and if you have any questions, please call me.

Sincerely,

DINSMORE & SHOHL LLP

Caroline L. Pieroni

CLP/dc

Enclosures

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED
FEB 03 2020
PUBLIC SERVICE
COMMISSION

In the Matter of:

ASSOCIATES IN DERMATOLOGY, PLLC)	
)	
COMPLAINANT)	
)	CASE NO. 2019-00047
V.)	
)	
BELLSOUTH TELECOMMUNICATIONS, LLC)	
dba AT&T KENTUCKY)	
)	
DEFENDANT)	

COMPLAINANT ASSOCIATES IN DERMATOLOGY’S RESPONSES TO
COMMISSION STAFF'S JANUARY 21 REQUEST FOR INFORMATION

The following responses were prepared by undersigned counsel of record, with the assistant of Associates in Dermatology’s Financial Manager, Charlie McCall.

- 1. Refer to Associates in Dermatology's response to the requests for information attached as Appendix B to the December 3, 2019 Order (Requests to Associates in Dermatology), Appendix 4, or "AID — 4."
 - a. Confirm that the telephone numbers to which those bills apply all have an 812 area code.
 - b. State whether the service to which those bills apply was provided in Kentucky or in Indiana, and explain each basis for the response.
 - c. State whether Associates in Dermatology received basic local exchange service or analog telephone service in Kentucky, and if so, identify when that

service was provided, identify the location at which the service was provided, and provide any bills for that service (redact the telephone numbers from which Associates in Dermatology received any calls or to which it made any calls in any call log).

Responsible Witness: Charlie McCall

RESPONSE to 1(a): Confirmed.

RESPONSE to 1(b): Service and sales related to these Indiana telephone lines were provided from Kentucky (by AT&T Kentucky) to a Kentucky business (AID), as a part of a package with other Kentucky telephone services. The representatives of Defendants who provided and serviced the lines and made the misrepresentations were in Kentucky. Per AT&T's own contracts, the provider was "AT&T Kentucky." (*See* AID 1-3 (A), pp 2, 10.)

RESPONSE to 1(c): AT&T has admitted providing basic local exchange service to AID in Kentucky at least through February 2018. (*See* AT&T Responses to Dec. 3 Data Requests, including Responses No. 3 and 6.) AID is a dermatology business does not have expertise in telephone technology. AID believes AT&T provided basic local exchange service to AID in Kentucky via a Primary Rate ISDN ("PRI") handoff. AT&T provided services to AID in Kentucky from the time it started doing business with AT&T in 2013 (see AID 1-3, Tabs A and B) until September 2019. AT&T provided services at the East Broadway location of AID in Louisville, Kentucky and the Springhurst location of AID in Louisville, Kentucky, as reflected on the contracts in AID 1-3. The bills related to these services that AID can locate are in AID 1-6, and they show services provided at 3818 Springhurst Blvd. in Louisville Kentucky and 4121 Dutchmans Lane, Louisville, Kentucky.

2. Refer to Bellsouth Telecommunications, LLC dba AT&T Kentucky's (AT&T Kentucky) response to the requests for information attached as Appendix A to the December 3, 2019 Order (Requests to AT&T Kentucky), Item 18. State whether Associates in Dermatology disputes that its contract with AT&T Kentucky contains an arbitration clause as alleged by AT&T Kentucky, and if so, state each basis for disputing that the contract contains an arbitration clause without regard to the legal effect of the arbitration clause.

Responsible Witness: Charlie McCall

RESPONSE No. 2: AID does not dispute that the contract AT&T attached to its responses to the December 3, 2019 Order contains an arbitration provision with the language quoted by AT&T. Other relevant contracts contain different arbitration language (see AID 1-3, tabs 1, 2, and 3). AID is not addressing the legal effect of these arbitration clauses, and reserves such argument for a future date in a different forum. Nonetheless, it is AID's position that the arbitration provisions in the contracts provided by AT&T and AID in response to the December 3, 2019 Order do not bind the Kentucky Public Service Commission. Moreover, there are no arbitration provisions in AT&T's filed tariff.

3. Refer to Associates in Dermatology's response to the Requests to Associates in Dermatology, Item 8, and Appendix 5. Identify those portions of the amounts that Associates in Dermatology contends it overpaid that were for service in Kentucky, those portions that were for service in Indiana, and those portions that were for service in both Kentucky and Indiana.

Responsible Witness: Charlie McCall

RESPONSE No. 3: AID 1-5's first overcharge tabulation of \$48,393.23 relates to its New Albany location in Indiana. The second overcharge tabulation of \$62,251.20 relates to the

Springhurst location in Louisville, Kentucky. The third overcharge tabulation of \$4,127.14 relates to the Springhurst location in Louisville, Kentucky. The fourth overcharge tabulation of \$1,863.49 relates to services that were added to the bill at the New Albany, Indiana, location that were not requested by AID. The fifth overcharge tabulation of \$1,863.49 relates to overcharges at the New Albany location.

Please see updated spreadsheet attached as **Appendix 1 (AID 2-1)** with additional amounts overpaid on each spreadsheet. These numbers reflect the latest billing issues and overcharges by AT&T and show which were paid and which were not. The total amount overpaid by AID now equals \$149,914.07. The amounts related to services in Kentucky only total \$73,719.94.

4. State whether Associates in Dermatology contends that the Commission would have the authority to require repayment of amounts overpaid due to a violation of the federal truth in billing regulations assuming that such a violation occurred, and that it resulted in an overpayment.

Responsible Witness: Charlie McCall via AID's attorneys.

RESPONSE to No. 4: AID contends the Commission would have the authority, pursuant to its own statutes and the federal truth in billing regulations, to require repayments of the amounts overpaid. AID reserves the right to make additional arguments in its brief.

5. Provide any additional evidence, if any, that Associates in Dermatology believes is necessary to support its assertion that the Commission has subject matter jurisdiction over this matter.

Responsible Witness: Charlie McCall, via AID's attorneys.

RESPONSE to No. 5: AT&T has admitted providing basic local exchange service to AID in Kentucky. (See AT&T Responses to Dec. 3 Data Requests, including Responses No. 3 and 6.) AID's bills furthermore reflect admissions that it provided basic local exchange service to AID in Kentucky. (See AID Response to Dec. 3 Data Requests, No. 12, and AID 1-6.) AID reserves the right to make additional arguments in its brief.

Respectfully submitted,

DINSMORE & SHOHL LLP



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and

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Phone: (502) 244-8099
Attorneys for Complainants

VERIFICATION

I, Charlie McCall, verify, state, and affirm that I prepared and/or supervised the preparation of the responses to the Kentucky Public Service Commission's January 21 Data Requests with this Verification, and that these responses are true and accurate to the best of my knowledge, information, and belief formed after a reasonable inquiry.

Charlie McCall
Charlie McCall

COMMONWEALTH OF KENTUCKY)
COUNTY OF Jefferson)

SUBSCRIBED AND SWORN TO before me by Charlie McCall on this the 3rd day of February, 2020.

Tony Chen
Notary Public, Ky. State at Large
My Commission Expires August 16, 2023
Registration Number 629381
NOTARY PRINTED NAME:
Tony Chen



CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing was served on the following, via e-mail and U.S. Mail on this the 3rd day of February, 2020, as indicated below:

Mark R. Overstreet
STITES & HARBISON
421 West Main Street
P.O. Box 634
Frankfort, KY 40602-0634
moverstreet@stites.com

Bellsouth Telecommunications, LLC d/b/a AT&T
Meidinger Tower
462 S. 4th Street, Suite 2400
Louisville, KY 40202
hood.harris@att.com

Hood Harris
President, AT&T Communications of the South Central
601 W. Chestnut Street
Room 408
Louisville, KY 40203
Hood.harris@att.com



Attorneys for Complainants

AID

2-1

Responses to Commission Staff's 1st Set of Requests for Information

Total Overbilled \$ 156,159.47

Total Paid \$ 149,914.07

Account Number: 831-0002646 967
Service Address: 2241 Green Valley Road, New Albany, IN 47150
Circuit ID: DHEC.364879.801.ATI
Dispute: 3 Mbps MPLS replaced by 10 Mbps MPLS effective 6/5/2014

<u>Bill Date</u>	<u>Charge</u>
6/5/2014	\$1,029.21
7/5/2014	\$1,029.21
8/5/2014	\$1,021.90
9/5/2014	\$1,029.21
10/5/2014	\$1,029.21
11/5/2014	\$1,029.21
12/5/2014	\$1,029.21
1/5/2015	\$1,029.21
2/5/2015	\$1,029.21
3/5/2015	\$1,029.21
4/5/2015	\$1,029.21
5/5/2015	\$1,029.21
6/5/2015	\$1,029.21
7/5/2015	\$1,029.21
8/5/2015	\$1,029.21
9/5/2015	\$1,029.21
10/5/2015	\$1,029.21
11/5/2015	\$1,029.21
12/5/2015	\$1,029.26
1/5/2016	\$1,029.26
2/5/2016	\$1,029.26
3/5/2016	\$1,029.26
4/5/2016	\$1,029.26
5/5/2016	\$1,029.26
6/5/2016	\$1,029.26
7/5/2016	\$1,029.26
8/5/2016	\$1,029.26
9/5/2016	\$1,029.26
10/5/2016	\$1,029.26
11/5/2016	\$1,029.26
12/5/2016	\$1,029.26
1/5/2017	\$1,029.26
2/5/2017	\$1,029.26
3/5/2017	\$1,029.26
4/5/2017	\$1,029.26
5/5/2017	\$1,029.26
6/5/2017	\$1,029.26
7/5/2017	\$1,029.26
8/5/2017	\$1,029.26
9/5/2017	\$1,029.26
10/5/2017	\$1,029.26
11/5/2017	\$1,029.26
12/5/2017	\$1,029.26
1/5/2018	\$1,029.26
2/5/2018	\$1,038.00
3/5/2018	\$1,038.00
4/5/2018	\$1,038.00
\$48,393.23 Total Overbilling	

Item 1

Account Number: 171-796-3198 076

Dispute: 50 Mbps Internet part of 2013 contract replaced by 100 Mbps Internet (Aug. 2016)

<u>Bill Date</u>	<u>Charge</u>
8/19/2016	\$1,729.20
9/19/2016	\$1,729.20
10/19/2016	\$1,729.20
11/19/2016	\$1,729.20
12/19/2016	\$1,729.20
1/19/2017	\$1,729.20
2/19/2017	\$1,729.20
3/19/2017	\$1,729.20
4/19/2017	\$1,729.20
5/19/2017	\$1,729.20
6/19/2017	\$1,729.20
7/19/2017	\$1,729.20
8/19/2017	\$1,729.20
9/19/2017	\$1,729.20
10/19/2017	\$1,729.20
11/19/2017	\$1,729.20
12/19/2017	\$1,729.20
1/19/2018	\$1,729.20
2/19/2018	\$1,729.20
3/19/2018	\$1,729.20
4/19/2018	\$1,729.20
5/19/2018	\$1,729.20
6/19/2018	\$1,729.20
7/19/2018	\$1,729.20
8/19/2018	\$1,729.20
9/19/2018	\$1,729.20
10/19/2018	\$1,729.20
11/19/2018	\$1,729.20
12/19/2018	\$1,729.20
1/19/2019	\$1,729.20
2/19/2019	\$1,729.20
3/19/2019	\$1,729.20
4/19/2019	\$1,729.20
5/19/2019	\$1,729.20
6/19/2019	\$1,729.20
7/19/2019	\$1,729.20
8/19/2019	\$1,745.51
9/19/2019	\$1,745.51 Cancellation notice was submitted in writing on 9/20/19. The cancellation paperwork was not properly submitted by AT&T until 11/1/19.
10/19/2019	\$1,747.10
11/19/2019	\$1,747.10 Did Not pay per notice from Marc Henderson
12/19/2019	\$762.57 Did Not pay per notice from Marc Henderson

\$69,998.99 Total Overbilled

\$67,489.32 Total Actually Paid

Item 2

Account Number: 171-800-3774 001

Dispute: 23 Channel PRI at Springhurst started billing higher Monthly Rate, than the \$413.11 (as of Oct. 2018)

<u>Bill Date</u>	<u>Charge</u>	<u>Correct Charge</u>	<u>Difference</u>
11/5/2018	\$1,361.13	\$413.11	\$948.02
12/5/2018	\$810.50	\$413.11	\$397.39
1/5/2019	\$809.15	\$413.11	\$396.04
2/5/2019	\$809.93	\$413.11	\$396.82
3/5/2019	\$809.15	\$413.11	\$396.04
4/5/2019	\$803.47	\$413.11	\$390.36
5/5/2019	\$803.47	\$413.11	\$390.36
6/5/2019	\$803.47	\$413.11	\$390.36
7/5/2019	\$832.56	\$413.11	\$419.45
8/5/2019	\$832.54	\$413.11	\$419.43
9/5/2019	\$832.56	\$413.11	\$419.45
10/5/2019	\$835.41	\$413.11	\$422.30
11/5/2019	\$835.41	\$413.11	\$422.30
12/5/2019	\$835.41	\$413.11	\$422.30
	\$12,014.16	\$3,717.99	\$6,230.62 Total Overbilling

Account Number: 171-800-3774 001

Sub Account Number 831-000-9162 248

Dispute: New Albany location suddenly had 35 SIP Trunks added to invoice. No paper trail of this order, 1

<u>Bill Date</u>	<u>Charge</u>
4/5/2019	\$657.13
5/5/2019	\$603.18
6/5/2019	\$603.18
7/5/2019	\$624.08
8/5/2019	\$624.08
9/5/2019	\$624.08

\$3,735.73 Total Overbilled but not paid

:hat coincides with the new charges (April 2019)

Account Number: 171-800-3774 001

Sub Account 000006

<u>Bill Date</u>	<u>Charge</u>
9/5/2018	\$1,820.23
10/5/2018	\$1,832.02
11/5/2018	\$1,832.02
12/5/2018	\$1,822.02
1/5/2019	\$1,831.49
2/5/2019	\$1,831.49
3/5/2019	\$1,825.05
4/5/2019	\$1,825.05
5/5/2019	\$1,825.05
6/5/2019	\$1,825.05
7/5/2019	\$2,482.04
8/5/2019	\$2,482.04
9/5/2019	\$2,482.04 Cancellation notice was submitted in writing on 9/20/19.
10/5/2019	\$1,585.31
11/5/2019	\$500.00

\$27,800.90 Total Overbilling

On November 27th, 2019 AID paid \$1,536.94 to close this account. That was the amount to be paid as instructed by Brittan
AID has not paid any amount on account 171-800-3774 001 since paying \$1,536.94 as instructed on 11/27/2019.

Account Number: 171-800-3774 001

Sub Account 000006

<u>Bill Date</u>	<u>Charge</u>
9/5/2018	\$1,820.23
10/5/2018	\$1,832.02
11/5/2018	\$1,832.02
12/5/2018	\$1,822.02
1/5/2019	\$1,831.49
2/5/2019	\$1,831.49
3/5/2019	\$1,825.05
4/5/2019	\$1,825.05
5/5/2019	\$1,825.05
6/5/2019	\$1,825.05
7/5/2019	\$2,482.04
8/5/2019	\$2,482.04
9/5/2019	\$2,482.04 Cancellation notice was submitted in writing on 9/20/19.
10/5/2019	\$1,585.31
11/5/2019	\$500.00

\$27,800.90 Total Overbilling

On November 27th, 2019 AID paid \$1,536.94 to close this account. That was the amount to be paid as instructed by Brittane Etherton and Marc Henderson. They stated that this was a disconnection fee and not an early termination fee.

AID has not paid any amount on account 171-800-3774 001 since paying \$1,536.94 as instructed on 11/27/2019.