

Commonwealth of Kentucky  
Before The Public Service Commission

In the Matter of:

Associates in Dermatology, PLLC	)	
	)	
Complainant	)	
	)	
v.	)	Case No. 2019-00047
	)	
BellSouth Telecommunications,	)	
LLC	)	
	)	
Defendant	)	

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Answer Of BellSouth Telecommunications, LLC d/b/a AT&T Kentucky

BellSouth Telecommunications, LLC d/b/a AT&T Kentucky for its answer to the complaint of Associates in Dermatology, PLLC states:

First Defense

1. The complaint fails to state a claim for which relief may be granted.

Second Defense

2. AT&T Kentucky provided nonbasic service (business VoIP) to plaintiff. KRS 278.544 divests the Commission of subject matter jurisdiction in whole or part over the allegations of the complaint.

Third Defense

3. The material allegations of the complaint lack sufficient particularity to permit AT&T Kentucky to respond with a specific admission or denial as required by 807 KAR 5:001,

Section 19(6)(a) and, except as expressly admitted below, AT&T Kentucky therefore denies the same in accordance with 807 KAR 5:001, Section 19(6)(b).

Fourth Defense

4. AT&T Kentucky denies that the plaintiff was subject to “faulty and deceptive business agreements” with AT&T Kentucky.

5. AT&T Kentucky denies that its customer service is “atrocious and often nonexistent.”

6. AT&T Kentucky denies it owes the plaintiff “thousands of dollars in refunds.”

7. AT&T Kentucky denies it failed to perform under its contracts with plaintiff.

8. AT&T Kentucky denies all other allegations that it is liable or indebted to the plaintiff.

Fifth Defense

9. All billing by AT&T Kentucky to the plaintiff comported with the truth-in-billing regulation of the Federal Communications Commission.

Sixth Defense

10. The service provided by AT&T Kentucky to the plaintiff met or exceeded the accepted industry standards for the telecommunications industry.

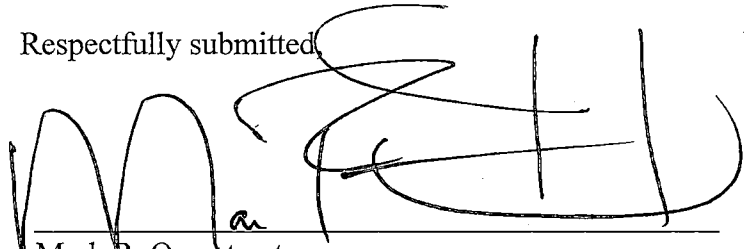
Seventh Defense

11. AT&T Kentucky states that between at least July 27, 2018 through November 28, 2018 it addressed in full each of plaintiff’s claims and that it issued all appropriate bill credits,

bill adjustments, and refunds. All identified contracts have expired by their terms or otherwise.

See November 15, 2018 letter to Ms. Rosemary Tutt, Manager, Consumer Services Branch,  
Public Service Commission of Kentucky (Exhibit 1).

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Mark R. Overstreet', written over a horizontal line.

Dated: August 12, 2019

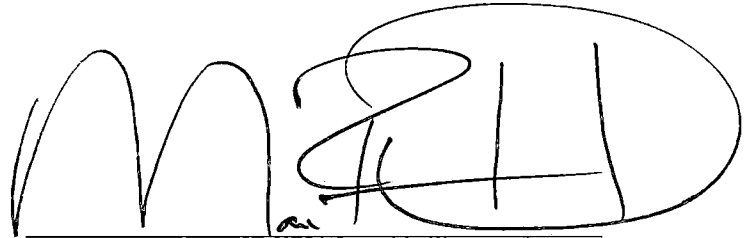
Mark R. Overstreet  
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*Counsel for BellSouth Telecommunications, LLC*

Certificate of Service

I certify that a true copy of the foregoing answer was served by first class mail, postage prepaid on the following this 12<sup>th</sup> day of August 2019:

Patrick Schmidt  
401 West Main Street, Suite 1400  
Louisville, Kentucky 40202

A handwritten signature in black ink, consisting of the letters 'M', 'R', 'O', 'V', 'E', 'R', 'S', 'T', 'R', 'E', 'E', 'T' in a stylized, cursive font. The signature is written above a horizontal line.

Mark R. Overstreet



Executive Offices  
308 S Akard Street, Suite 1110.E3  
Dallas, Texas 75202-5315

11/15/2018

Dear Rosemary Tutt,

Re: 2018-01905 - Associates Of Dermatology

AT&T received a notice from the Kentucky Public Service Commission on behalf of Alan Appel with Associates Of Dermatology regarding billing concerns.

On 07/27/2018, AT&T contacted Mr. Appel via voicemail to acknowledge receipt of his complaint and to confirm any additional details pertaining to his concerns.

AT&T appreciates the Commission bringing this matter to its attention. Because this complaint relates to IP-Flex service (Business VoIP), a non-regulated service, specific details of the investigation have been provided to the customer directly. AT&T has applied a six-month credit for the Web Hosting, as Mr. Appel stated that a request was made to disconnect previously. Mr. Appel stated that a request was made in 2015 to disconnect one of the circuits. AT&T issued an adjustment and provided instructions to Mr. Appel to initiate a refund check to be received. Mr. Appel requested to be let out any and all contracts with AT&T. AT&T verified that the accounts in question were not in contract. Therefore, Mr. Appel will not incur any fees should he disconnect or port the numbers from AT&T. Mr. Appel has expressed his dissatisfaction with this resolution because he disagreed with the refund amount. While Mr. Appel is not entirely satisfied with this outcome, AT&T has made every effort to understand his concerns and respond accordingly.

Mr. Appel's issues have been addressed and AT&T provided contact information should he have any further questions or concerns. AT&T sincerely apologizes for any inconvenience caused by this matter.

Please refer any additional questions, requests, or correspondence specific to this case to Eric Herbert at [Att\\_Regulatory\\_Referrals@amcustomer-care.att-mail.com](mailto:Att_Regulatory_Referrals@amcustomer-care.att-mail.com).

Sincerely,

AT&T Office of the President