

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Complaint of Dr. Adam	)	
Edge,	)	
	)	
Complainant,	)	
	)	
v.	)	Case No. 07-892-TP-CSS
	)	
Choice One Communications of Ohio, Inc.	)	
dba One Communications,	)	
	)	
Respondent.	)	

ENTRY

The attorney examiner finds:

- (1) On August 3, 2007, Dr. Adam Edge (Dr. Edge) filed a complaint against Choice One Communications of Ohio, Inc. dba One Communications (Choice One) alleging improper billing, misrepresentation, and failure to provide service. More specifically, Dr. Edge alleges that a Choice One representative quoted a monthly charge of \$141.13 for three business lines and DSL. At the time, Dr. Edge, a chiropractic physician with an office in Hilliard, Ohio, was a customer of XO Communications. Dr. Edge relied upon Choice One's assertion that it could offer three lines plus DSL for a lower price than XO Communications could offer three business lines without DSL. Dr. Edge states that Choice One, contrary to its quote, issued a first billing for \$197.55 for three business lines without DSL. Claiming misrepresentation, Dr. Edge claims that Choice One does not offer DSL in his area.

During efforts to port telephone service from XO Communications to Choice One, Dr. Edge experienced an outage for 10 days. During that time, patients could not contact his office. Dr. Edge further claims that Choice One ported the telephone numbers without authorization. Overall, Dr. Edge asserts that Choice One caused aggravation, a loss of revenue, and an adverse impact upon customer service.

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- (2) Choice One filed an answer to the complaint on August 23, 2007. Choice One claims that the complainant's issues are easily explained and resolved. According to Choice One, the bill for \$197.55 represents the billing for the month of July 2007 plus a prorated amount from June 7, the date that service commenced. The bill did not include DSL charges because the service had not yet been installed.

Contrary to the complainant's assertion, Choice One confirms that it offers DSL in the complainant's area. Choice One explains that AT&T would not schedule DSL installation at the complainant's address until August 15. After sharing this information with the complainant, Choice One claims that the complainant elected to cancel DSL service installation.

Challenging the complainant's claim that telephone numbers were ported without authorization, Choice One attached a Customer Authorization form signed by Dr. Edge. The form, Choice One asserts, authorizes Choice One to become the complainant's service provider and to port his telephone numbers.

Choice One admits that a service outage occurred. Choice One explains that the outage was caused by AT&T's failure to install new loops. Following its tariff, the Commission's rules, and the customer agreement, Choice One states that it issued a credit to the complainant for one month's recurring charges.

Believing all issues to be resolved, Choice One claims that the complaint has been satisfied. Referring to Rule 4901-9-01(F), Ohio Administrative Code, Choice One states that the complainant has 20 days to disagree with Choice One's claim that the complaint has been satisfied.

- (3) On October 10, 2007, Dr. Edge filed a letter stating that he is dissatisfied with Choice One's offer. Dr. Edge alleges that the company's offer is far too small to compensate him for his economic losses resulting from the loss of telephone service. His losses include lost revenue and the loss of new patients. He retorts that \$160 for the loss of 10 days of telephone service is insufficient to compensate him for his losses. In response, Dr. Edge claims that he has been damaged in the amount of \$600 for each of the 10 days, totaling \$6,000 in lost revenue.

- (4) The attorney examiner finds that the complainant has stated reasonable grounds for complaint pursuant to Section 4905.26, Revised Code. Allegations that Choice One has billed improperly, misrepresented its service offerings, ported telephone numbers without authorization, and failed to provide service for a 10-day period, if substantiated by sufficient evidence, could lead to a finding of inadequate service. Consequently, this matter can proceed to hearing. The hearing shall be scheduled for March 26, 2008, at 10:00 a.m., at the offices of the Commission, 180 East Broad Street, 11<sup>th</sup> floor, Hearing Room 11-F, Columbus, Ohio 43215-3793.
- (5) Any party intending to present direct expert testimony should comply with Rule 4901-1-29(A)(1)(h), Ohio Administrative Code (O.A.C.), which requires that all such testimony to be offered in this type of proceeding be filed and served upon all parties no later than seven days prior to commencement of the hearing.
- (6) The parties are advised that in accordance with Rule 4901-1-8(A), O.A.C., corporations and any person not appearing on their own behalf must be represented by an attorney-at-law authorized to practice before the courts of this state.

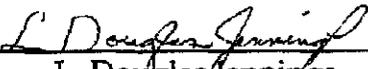
*It is, therefore,*

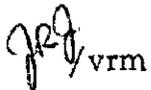
ORDERED, That this matter is scheduled for public hearing on March 26, 2008, as set forth in Finding (4). It is, further,

ORDERED, That any party intending to present direct expert testimony comply with Rule 4901-1-29(A)(1)(h), O.A.C. It is, further,

ORDERED, That a copy of this entry be served upon all parties and interested persons of record.

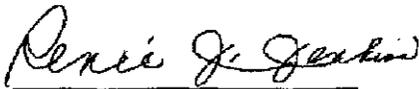
THE PUBLIC UTILITIES COMMISSION OF OHIO

  
By: L. Douglas Jennings  
Attorney Examiner



Entered in the Journal

**JAN 16 2008**



Renee J. Jenkins  
Secretary