

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Complaint of Menorah	)	
Park Center for Senior Living Bet Moshav	)	
Zekenim Hadati, Inc.,	)	
	)	
Complainant,	)	
	)	
v.	)	Case No. 15-1860-TP-CSS
	)	
The Ohio Bell Telephone Company d/b/a	)	
AT&T Ohio,	)	
	)	
Respondent.	)	

ENTRY

The attorney examiner finds:

- (1) Pursuant to R.C. 4927.21, the Commission has authority to consider written complaints filed against a public utility by any person or corporation regarding any rate, service, regulation, or practice relating to any service furnished by the public utility that is in any respect unjust, unreasonable, insufficient, or unjustly discriminatory.
- (2) The Ohio Bell Telephone Company d/b/a AT&T Ohio (AT&T) is a public utility as defined in R.C. 4905.02 and, as such, is subject to the jurisdiction of this Commission.
- (3) On November 3, 2015, Menorah Park Center for Senior Living Bet Moshav Zekenim Hadati, Inc. (Menorah Park or Complainant) filed a complaint against AT&T. Menorah Park is a nonprofit corporation that operates a nursing facility in Beachwood, Ohio.
- (4) Menorah Park alleges that AT&T provided three special services circuits to Menorah Park from January 1, 2001, to March 27, 2015. At an approximate cost of \$1,688 per month, the circuits provided Menorah Park with connection to the local fire and police stations.

In January 2012, Menorah Park alleges that it directed several requests to AT&T to assess the three circuits in terms of location, pricing, necessity, and proper billing. According to Menorah Park, AT&T did not inspect the lines until 2015. Menorah Park alleges that in March 2015, a technician discovered that the circuits were disconnected. On April 14, 2015, after meeting with Menorah Park's representatives, Menorah Park contends that AT&T offered a credit of \$61,000. The credit reflected the monthly charges Menorah Park paid during the 36-month period from Menorah Park's first request for an inspection of its lines until the time that AT&T discovered that the lines were disconnected. On April 20, 2015, Menorah Park alleges that AT&T confirmed approval of the credit.

Menorah Park relates that on the same day that AT&T approved the credit, AT&T notified Menorah Park that it would only provide a 6-month credit, equating to \$10,128. AT&T explained that it has a policy of providing only 3 months of credit and that its 6-month credit was an exception to its normal policy.

- (5) Menorah Park alleges that the local municipality discovered that the circuits had been disconnected in January 2001. Menorah Park calculates that the payments made during the time that the circuits were disconnected totaled approximately \$283,584.
- (6) For relief, Menorah Park demands that AT&T refund the amount of payments paid by Menorah Park to AT&T from January 1, 2001, to the present, plus treble damages pursuant to R.C. 4905.61. Menorah Park also urges AT&T to cease its policy of providing credit for only three months. As further compensation, Menorah Park seeks attorneys' fees and costs.
- (7) AT&T filed an answer and affirmative defenses on November 23, 2015. AT&T denies that Menorah Park requested that AT&T identify Menorah Park's telephone lines prior to 2015. AT&T admits that it provided Menorah Park a goodwill credit of \$10,128; however, AT&T denies that it agreed to refund \$61,000.

- (8) At this time, the attorney examiner finds that this matter should be scheduled for a settlement conference. The purpose of the conference will be to explore the parties' willingness to negotiate a resolution of this complaint in lieu of an evidentiary hearing. In accordance with Ohio Adm.Code 4901-1-26, any statement made in an attempt to settle this matter without the need for an evidentiary hearing will not generally be admissible in future proceedings in this case or be admissible to prove liability or invalidity of a claim. Nothing prohibits any party from initiating settlement negotiations prior to the scheduled settlement conference. An attorney examiner with the Commission's Legal Department will facilitate the settlement process.
- (9) Accordingly, a settlement conference shall be scheduled for January 13, 2016, at 1:30 p.m., in Room 1247, at the offices of the Commission, 12th Floor, 180 East Broad Street, Columbus, Ohio 43215. If a settlement is not reached at the conference, the attorney examiner may conduct a discussion of procedural issues. Procedural issues for discussion may include discovery dates, possible stipulations of facts, and potential hearing dates.
- (10) Pursuant to Ohio Adm.Code 4901-1-26(F), the representatives of the Respondent shall investigate the issues raised in the complaint prior to the settlement conference, and all parties participating in the conference shall be prepared to discuss settlement of the issues raised and shall have the requisite authority to settle those issues. In addition, parties participating in the settlement conference should have with them all documents relevant to this matter.
- (11) As is the case in all Commission complaint proceedings, the complainant has the burden of proving the allegations of the complaint. *Grossman v. Public. Util. Comm.*, 5 Ohio St.2d 189, 214 N.E.2d 666 (1966).

It is, therefore,

ORDERED, That a settlement conference be held on January 13, 2016, at 1:30 p.m. in Room 1247 in the offices of the Commission, 12th Floor, 180 East Broad Street, Columbus, Ohio 43215. 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

/s/ L. Douglas Jennings

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By: L. Douglas Jennings  
Attorney Examiner

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**This foregoing document was electronically filed with the Public Utilities**

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**Case No(s). 15-1860-TP-CSS**

Summary: Attorney Examiner Entry scheduling January 16, 2016, settlement conference; electronically filed by Vesta R Miller on behalf of L. Douglas Jennings, Attorney Examiner, Public Utilities Commission of Ohio