

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Complaint and	:	
Investigation of Staff of the Public	:	Case No. 19-1582-TP-COC
Utilities Commission of Ohio,	:	
	:	
Complainant,	:	
v.	:	
	:	
Frontier North Inc.,	:	
	:	
Respondent.	:	

**COMPLAINT AND INVESTIGATION OF STAFF OF
THE PUBLIC UTILITIES COMMISSION OF OHIO**

Complainant, Staff of the Public Utilities Commission of Ohio (Staff), for its Complaint against Respondent, Frontier North Inc. (Frontier or Company), states as follows:

PARTIES AND JURISDICTION

1. The Public Utilities Commission of Ohio (PUCO or Commission) is vested with the power and jurisdiction to supervise and regulate public utilities pursuant to R.C. 4905.04, 4905.05, and 4905.06.
2. A telephone company is a public utility pursuant to R.C. 4905.02 and R.C. 4905.03(A).
3. The Commission has jurisdiction over this complaint action pursuant to

R.C. 4927.21, which authorizes the Commission to initiate a complaint action against a telephone company, excluding jurisdiction over wireless service.

4. Respondent is a telephone company as defined in R.C. 4905.03(A) that provides non-wireless telephone service.
5. Respondent is an Incumbent Local Exchange Company (ILEC), as defined by R.C. 4927.01(A)(5) and Ohio Adm.Code 4901:1-7-01(G) that provides basic local exchange service (BLES).
6. Respondent is subject to the jurisdiction of the Commission pursuant to R.C. 4905.04, 4905.05, and 4905.06 to the extent necessary for the Commission to carry out R.C. 4927.01 to 4927.21.
7. Frontier is also an Eligible Telecommunication Carrier (ETC) as defined by the Federal Communication Commission's (FCC) regulations and has been designated as such in Ohio.

BACKGROUND

8. This matter originates out of Frontier's failure to provide available, adequate, and reliable BLES to its customers across the entire state of Ohio.
9. It is Ohio law and policy to ensure adequate and reliable BLES and voice service throughout the state for the benefit of public safety and public welfare.
10. Without available, adequate, and reliable BLES service, the inability to

contact first responders through 9-1-1 becomes a major statewide concern.

11. Ensuring public safety requires that customers be able to contact not just 9-1-1, but other persons and entities such as, but not limited to: doctors, hospitals, and pharmacists.
12. Despite expansion of voice over internet protocol-enabled (VoIP) services throughout the state, many areas in the state, particularly rural areas, rely solely on BLES to communicate with family, friends, and emergency services.
13. While the Commission has limited authority over any interconnected VoIP service, it is delegated with the authority to ensure that BLES and voice service is adequate and reliable and residential customers have access to 9-1-1 service.
14. On February 11, 2010, the Commission approved a stipulation, which among other things, effectuated the transfer of ownership and control of Verizon North, Inc. to Frontier (Frontier Merger Docket, case number 09-0454-TP-ACO) and set service quality conditions for Frontier to meet for three consecutive years. Specifically, the service quality conditions were in four key areas: troubles/100 access lines, repeat troubles, out-of-service restoral, and service affecting, conditions restoral.
15. After Frontier failed to meet the performance metric for repairing customers' out-of-service conditions for three consecutive years, the

Commission approved an amendment to the stipulation on February 26, 2014, which proposed a project in lieu of a forfeiture of \$100,000. The Commission also directed Staff to continue to monitor Frontier's service quality and to take appropriate action, for an undefined period of time.

16. On June 15, 2017, Staff sent Frontier a letter indicating that it had been investigating consumer complaints against Frontier and found Frontier to be in probable non-compliance with Ohio Adm.Codes 4901:1-6-12(C)(3) and (4). Staff instructed Frontier to provide Staff with a response to the notice of probable non-compliance and a plan to come into compliance by June 22, 2017.
17. Frontier responded to the Staff letter on June 22, 2017. In the response, Frontier explained that it had recently re-emphasized the importance of prioritizing out of service (loss of dial tone) tickets ahead of installations to improve customer service. The letter also indicated that Frontier had hired contractors and was looking into transferring in out of state technicians on a temporary basis to address the spike in trouble tickets.
18. Despites Frontier's re-emphasis of prioritizing out of service tickets, Staff received 2,802 consumer contacts regarding Frontier between January 1, 2018 and July 31, 2019.
19. Because of the many customer contacts, Staff opened an investigation into Frontier's service quality, specifically focusing on customers who

contacted the Commission regarding issues with their BLES.

20. During the course of its investigation, Staff compiled 33 BLES customers who contacted the Commission to report issues with their Frontier service, many on multiple occasions.
21. From July 11, 2019 to July 23, 2019, Staff conducted field inspections pursuant to R.C. 4927.19 which revealed facilities that appear to lack the proper maintenance, including damaged aerial terminals and splice cases, excessive vegetation, damaged pedestals, and unstable and damaged poles.
22. On August 13, 2019, Staff submitted a letter in Frontier's Merger Docket, case number 09-0454-TP-ACO, summarizing the 33 Frontier customer complaints.
23. On August 14, 2019, after reviewing the letter that Staff submitted in case number 09-0454-TP-ACO, the Commission ordered Staff to initiate this complaint and investigation against Respondent pursuant to R.C. 4927.21(A).
24. Twenty-five BLES customer complaints were confirmed by Frontier to reflect repair times in excess of 72 hours, while more complaints contained evidence from customers of Frontier's failure to repair BLES within 72 hours after it was reported to Frontier.
25. Thirty-one BLES customer complaints reflected Frontier's failure to make reasonable efforts within 24 hours to repair the issue or issues that the

customer had reported to the Company.

26. For other BLES customers, despite Frontier's alleged efforts to repair the reported issue within 24 hours or Frontier reporting that the issue had been repaired within 72 hours, often times customers' service would not work within days of Frontier reporting it has repaired the issue.

COUNT ONE

Failure to Repair BLES Service Outage or Service-affecting Problems within Seventy-two Hours after they were Reported to the Telephone Company

27. Staff incorporates by reference the above paragraphs as if fully set forth herein.
28. Ohio Adm.Code 4901:1-6-12(C)(4) provides a BLES service outage or service-affecting problem shall be repaired within 72 hours after it is reported to the telephone company.
29. Ohio Adm.Code 4901:1-6-12(C)(4) was adopted because R.C. 4927.08(B) provides that the Commission shall adopt rules prescribing that a BLES outage or service-affecting problem shall be repaired within 72 hours after it is reported to the telephone company.
30. Staff's investigation revealed and Respondent admitted through email and data request responses that it failed to repair BLES outage or service-affecting issues within 72 hours after it was reported to Frontier in 25 cases, while more cases contain evidence that Frontier failed to repair BLES

outage or service-affecting issues within 72 hours after it was reported.

31. These inactions amount to an estimated 200 days of violations of Ohio Adm.Code 4901:1-6-12(C)(4).
32. For example, a BLES consumer contacted the PUCO Call Center on March 4, 2019 stating her telephone line had been out of service since January 20, 2019. The consumer stated that she contacted Frontier on February 7 or 8, 2019 and that Frontier had committed to making repairs no later than February 26, 2019. When repairs did not occur by February 26, 2019, the consumer stated that she contacted Frontier again and was informed the repairs would occur by March 19, 2019. During Staff's investigation, Frontier informed Staff that it was notified of the service issue regarding no dial tone on this BLES account on February 14, 2019 and that service was repaired on March 7, 2019. Repairing an issue on March 7, 2019 is 21 days after it was reported on February 14, 2019, thus 18 days in violation of the 72-hour repair requirement.
33. The above example is intended to be merely illustrative and should not be construed as an exhaustive list of all violations of Ohio Adm.Code 4901:1-6-12(C)(4).

COUNT TWO

Failure to make Reasonable Efforts to Repair a BLES outage within Twenty-four Hours after an Outage was Reported

34. Staff incorporates by reference the above paragraphs as if fully set forth herein.
35. Ohio Adm.Code 4901:1-6-12(C)(3) provides a Local Exchange Company shall make reasonable efforts to repair a BLES outage within 24 hours, excluding Sundays and legal holidays, after the outage is reported to the telephone company.
36. Ohio Adm.Code 4901:1-6-12(C)(3) was adopted because R.C. 4927.08(B) provides that the Commission shall adopt rules prescribing that a telephone company shall make reasonable efforts to repair a BLES outage within 24 hours, excluding Sundays and legal holidays, after the outage is reported to the telephone company.
37. Staff's investigation revealed and Respondent admitted through email and data request responses that it failed to make reasonable efforts to repair BLES outages within 24 hours, excluding Sundays and legal holidays, after the outage was reported to Frontier in 31 cases.
38. These inactions amount to an estimated 216 days of violations of Ohio Adm.Code 4901:1-6-12(C)(3).
39. For example, a BLES consumer contacted the PUCO Call Center on July 23, 2018 stating his telephone line had been out of service for two days and

was told it might be until August 11, 2018 before repairs would be made. Frontier confirmed that it received a report of no dial tone on this consumer's telephone line on July 19, 2018 and that service was restored on August 6, 2018. Despite repairing the issue 5 days before it first estimated, Frontier did not dispatch a worker to repair the issue until more than 13 days after the initial 24 hours had passed, even excluding Sundays and holidays.

40. The above example is intended to be merely illustrative and should not be construed as an exhaustive list of all violations of Ohio Adm.Code 4901:1-6-12(C)(3).

COUNT THREE

Failure to Provide Available, Adequate, and Reliable Basic Local Exchange Service

41. Staff incorporates by reference the above paragraphs as if fully set forth herein.
42. R.C. 4927.08(A) provides that a telephone company providing BLES shall conduct its operations so as to ensure that the service is available, adequate, and reliable, consistent with applicable industry standards.
43. Ohio Adm.Code 4901:1-6-12(A) provides that a local exchange carrier providing BLES conduct its operations so as to ensure that the service is available, adequate, and reliable consistent with applicable industry standards.

44. Ohio Adm.Code 4901:1-6-12(A) is adopted under R.C. 4927.03 and amplifies R.C. 4927.08(A).
45. Respondent failed to provide available, adequate, and reliable BLES, in violation of R.C. 4927.08(A) and Ohio Adm.Code 4901:-6-12(A) in all 33 complaints received by the PUCO Call Center.
46. Even in cases where Frontier made alleged efforts to repair the issue within 24 hours or reported that it repaired the issue within 72 hours, many customers experienced frequent issues that resulted in the inability to make and receive calls.
47. For example, a BLES consumer contacted the PUCO Call Center on May 16, 2018 stating his telephone line had been out of service for eight to nine weeks and additionally that the service is unavailable whenever it rains. On May 21, 2018, Frontier provided Staff with a response that it received a report of issues on this BLES account on April 7, 2018 and repaired the service on April 9, 2018, additional issues on April 26, 2018 with repairs made the same day, further issues reported on May 4, 2018 that were cleared on May 7, 2018, and finally issues with no dial tone identified on May 14, 2018 with a remedy on May 17, 2018. The customer again contacted the PUCO Call Center on May 21, 2018 reporting that it rained on May 19, 2018 and the line had static and callers receive a busy signal. Additionally, the customer reported having no dial tone on May 23, 2018,

which Frontier resolved on the same day.

48. Therefore, this BLES customer reported at least five issues over a two-month span that left him without service before the issues were repaired.
49. The above example is intended to be merely illustrative and should not be construed as an exhaustive list of all violations of R.C. 4927.08(A) and Ohio Adm.Code 4901:1-6-12(A). It and many others examples demonstrate Frontier's failure to provide available, adequate, and reliable service, which amounts to an estimated 204 days of violations.

COUNT FOUR

Failure to Provide Basic Local Exchange Service on a Reasonable Basis

50. Staff incorporates by reference the above paragraphs as if fully set forth herein.
51. R.C. 4927.11(A) provides that an ILEC shall provide BLES to all persons or entities in its service area requesting that service, and that service shall be provided on a reasonable and nondiscriminatory basis.
52. Respondent failed to provide BLES to all persons in its service area requesting that service on a reasonable basis, in violation of R.C. 4927.11(A).
53. For example, a BLES consumer contacted the PUCO Call Center on February 14, 2019 stating his telephone line had been out of service for a week and that he has had service issues since 1995, where service goes out

for days at a time. On February 19, 2019, Frontier confirmed service was working on this BLES account as of February 14, 2019 and that a repair ticket for no dial tone had been opened on February 8, 2019. Additionally, Frontier stated that prior reports of service issues for the preceding 24 months included issues of service problems on: October 27, 2018 (repaired October 29, 2018); October 21, 2018 (repaired October 22, 2018); August 17, 2018 (repaired August 20, 2018); July 25, 2018 (with no issues found by Frontier); April 10, 2018 (repaired April 14, 2018); April 7, 2018 (repaired April 9, 2018); and February 19, 2018 (repaired February 20, 2018).

54. The above example is intended to be merely illustrative and should not be construed as an exhaustive list of all violations of R.C. 4927.11(A). It and many others examples demonstrate Frontier's failure to provide reasonable service, which amounts to an estimated 204 days of violations.

COUNT FIVE

Failure to Comply with Every Order, Direction, and Requirement of the Commission Made Under Authority of Revised Code Chapter 4927

55. Staff incorporates by reference the above paragraphs as if fully set forth herein.
56. R.C. 4927.20 provides that every telephone company shall comply with every order, direction, and requirement of the Commission made under authority of Ohio Revised Code Chapter 4927.

57. Respondent failed to comply with every order, direction, and requirement of the Commission made under authority of Revised Code Chapter 4927.
58. The Commission has enacted rules and requirements to ensure that those who are paying for BLES receive BLES that is available, adequate, reliable, and reasonable. Because Frontier failed to provide BLES in such a manner, it has failed to comply with all requirements of the Commission.
59. Additionally, failing to make reasonable efforts to repair a BLES outage within 24 hours after an outage is reported to the telephone company and failing to repair a BLES service outage or service-affecting problem within 72 hours after it is reported to the telephone company are failures to comply with all requirements of the Commission.
60. Frontier's failure to comply with every order, direction, and requirements of the Commission amounts to an estimated 416 days of violations.

COUNT SIX

Failure to operate and maintain its facilities to continue to provide customers with the ability to originate and receive calls at all times

61. Staff incorporates by reference the above paragraphs as if fully set forth herein.
62. Ohio Adm.Code 4901:1-6-31(A) provides each facilities-based local exchange carrier (LEC) shall design, operate, and maintain its facilities to continue to provide customers with the ability to originate and receive calls at all times.

63. Ohio Adm.Code 4901:1-6-31(A) is adopted under R.C. 4927.03 and amplifies R.C. 4927.04.
64. Respondent failed to operate and maintain its facilities to continue to provide customers with the ability to originate and receive calls at all times.
65. Between July 11, 2019 and July 23, 2019, Staff conducted field inspections of Frontier's facilities pursuant to R.C. 4927.19. The following are some examples of the discoveries that Staff found during its investigation of the 33 BLES complaints.



66. The above pictures show a pedestal near a BLES customer's property in Medina County that is pushed over and exposing the connections.



67. The above pictures show a broken pole and cables running across a tree near a BLES customer's property in Fairfield County.



68. The above pictures show a damaged pedestal at the road near the lane to the BLES customer's house and a large tree limb on a cable near a customer's property in Carroll County.

69. The above examples are intended to be merely illustrative and should not be construed as an exhaustive list of all violations of Ohio Adm.Code 4901:1-6-31(A).

70. Additionally, failing to repair a BLES service outage or service-affecting

problem within 72 hours after it is reported to the telephone company are failures to operate and maintain its facilities to continue to provide customers with the ability to originate and receive calls at all times.

PRAYER FOR RELIEF

WHEREFORE, for the reasons stated herein, the Staff of the Public Utilities

Commission of Ohio requests the following relief:

1. Find that the Staff of the Commission has set forth reasonable grounds for its Complaint pursuant to R.C. 4927.21;
2. Issue an Order finding that Respondent is in violation of multiple provisions of the Ohio Revised Code and the Ohio Administrative Code.
3. Issue an Order instructing Respondent to come into compliance with all provisions of the Ohio Revised Code and the Ohio Administrative Code that the Commission finds Respondent to have violated.
4. Assess a forfeiture of ten thousand dollars (\$10,000) per violation per day, as provided in R.C. 4927.21(C)(2). R.C. 4927.21(C)(2) grants the Commission authority to assess a forfeiture of not more than ten thousand dollars for each occurrence of a violation or failure. Each day's continuance of the violation is a separate offense, and all occurrences of a violation on each such day shall be deemed one violation. All forfeitures authorized under this section are cumulative, and a suit for and recovery of one does not bar the recovery of any other.

Respectfully submitted,

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Summary: Text Complaint and Investigation of Staff of the Public Utilities Commission of Ohio
electronically filed by Ms. Tonnetta Scott on behalf of PUC