

**BEFORE**  
**THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Complaint of:	)	
	)	
Ron Sabatino & T&R Properties, Inc.,	)	
	)	
Complainants,	)	
	)	
v.	)	Case No. 13-1728-TP-CSS
	)	
Frontier Communications, Inc.,	)	
	)	
Respondent.	)	

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**MEMORANDUM IN SUPPORT OF  
MOTION TO AMEND COMPLAINT**

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On July 31, 2013, Complainants filed their complaint *pro se* alleging Frontier acted unreasonably and unjustly charged for services related to costs and installation of facilities at the Estates at Sherman Lakes Subdivision, Delaware County, Ohio. Frontier did not timely answer questions or provide actual cost information as promised in its February 15, 2012 contract (Exhibit A) to Complainants.

Following Frontier's responses to Interrogatories and Request for Production of Documents, Complainants want to add a claim that Frontier committed an unfair or deceptive trade practice in violation of §4927.06(A)(1), Revised Code. The unfair and deceptive trade practice arises out of Frontier's contract estimate to Complainants dated February 15, 2012, which is the subject of the original Complaint.



**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of the foregoing Motion for Leave to File Amended Complaint and Memorandum in Support have been served upon all parties listed below, by electronic service, this 25 day of June, 2014.

Michele L. Noble (0072756)  
Thompson Hine LLP  
41 S. High Street, Ste. 1700  
Columbus, OH 43215  
Michele.Noble@thompsonhine.com  
Its Attorney

By Respondent:

By:  /s/ \_\_\_\_\_  
Thomas L. Hart (0062715)

2661564.2 : 05636 00006

Date: 2/15/2012

To: T&R Properties Inc.  
Attn: Ron Sabitino  
3895 Stoneridge Lane  
Dublin, OH 43017

RE: 51111-2315814

Dear: Ron

This is in response to your request for Frontier Communications, Inc – Ohio to perform the following work: Relocate existing buried fiber optic cable and copper cable outside the construction limits of the new turn lane being installed for The Estates at Sherman Lakes Subdivision.

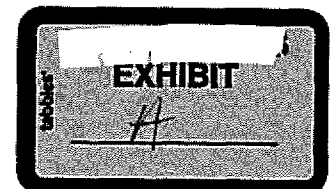
In addition to the advance payment listed below, you will be required to provide the following: 2-4" PVC across property outside the construction limits of the new turn lane.

We have estimated that the cost of this work effort will be \$ 48,018  
Balance due Frontier Communications, Inc. – Ohio \$ 48,018

Please be advised that Frontier's Policy requires that you return this signed agreement, along with full advance payment, before your work will be scheduled.

As circumstances warrant during the performance of the work request, an additional advance payment may be required prior to job completion or additional costs billed upon completion of work, when a revised estimate and/or accumulated charges indicate the final expenditures will exceed the above estimate by more than 20%. This would include instances where: (1) you, the customer, change the scope of the work, or (2) your actions impact our ability to perform the work within the bounds of the original estimate.

Upon job completion, you will be issued either: (1) a refund for any overpayment, or (2) an invoice, if the final actual costs exceed the advance payments received. Any unapplied portion of advance payments will be refunded to you within sixty (60) days of the final bill or cancellation of the job.



If you agree to these terms, please sign below and forward this signed letter of agreement and a check for \$ 48,018 made payable to Frontier Communications, Inc – Ohio, noted with 51111-2315814.

Upon receipt of your signed agreement and advance payment, your work order will be released to our Construction Department for scheduling.

Should you have any questions or concerns regarding these terms, please contact me at 740/383-0551

Please be advised that the price quoted herein is valid for sixty - (60) days from the date of this letter and is **ONLY** an estimate. As stated earlier, you will be billed for the actual cost when the work is completed. If we do not receive this signed agreement and your advance payment within this sixty (60) day period, we will assume that you do not want the work to be undertaken and the project will be cancelled.

Sincerely,

CHRIS AVERY

Chris Avery – Network Engineer  
Frontier Communications, Inc - Ohio

I agree to the terms of this agreement:

Accepted: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

Company: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Telephone # \_\_\_\_\_

Date: \_\_\_\_\_