

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

Bittering Carbide,)	
)	
Complainant)	
)	
v.)	Case No. 13-1729-TP-CSS
)	
Frontier Communications, Inc.,)	
)	
Respondent.)	

**ANSWER AND AFFIRMATIVE DEFENSES
OF FRONTIER NORTH INC.**

Frontier North Inc. ("Frontier"), appearing specially, through its counsel, answers the July 31, 2013 Complaint ("Complaint") of Bittering Carbide ("Complainant") and raises its affirmative defenses thereto as follows:

GENERAL DEFENSE

Frontier is very sympathetic to Ms. Bittering and Complainant. However, as explained below, there was a service related issue with their own inside wiring, telephone or other equipment on her side of the network demarcation point. Unfortunately, Ms. Bittering does not have an inside wire maintenance plan from Frontier.

Frontier notes that its proper corporate name is Frontier North Inc., not Frontier Communications, Inc.

A. ANSWER

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1. Frontier admits that on July 3, 2013, Ms. Bittinger placed a phone call to Frontier regarding her residential phone line and Complainant's two business phone lines. According to Frontier internal records, repair tickets were then opened regarding Ms. Bittinger's residential phone line and Complainant's two business phone lines.

2. Frontier denies for lack of knowledge sufficient to form a belief as to whether Ms. Bittinger told the Frontier representative that Complainant's business operates around the clock, and therefore denies the allegation. Further responding, the hours of operation of Complainant's business is irrelevant.

3. Frontier has no reason to dispute that it forwarded telephone calls to Mr. Bittinger's cell phone, at Ms. Bittinger's request.

4. Frontier denies for want of knowledge sufficient to form a belief as to whether Mr. Bittinger's cell phone was unable to obtain service at periodic times, and therefore denies the allegation. Further responding, whether Mr. Bittinger's cell phone experienced periods of loss of service is irrelevant.

5. Frontier denies that Complainant's business phone lines were out of service for "6 days plus." Frontier also denies that Mr. and Ms. Bittinger's residential phone line was out of service for "6 days plus."

6. Frontier denies that Complainant's phone lines "never came on."

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7. Frontier denies for lack of knowledge sufficient to form a belief as to whether Ms. Bittinger would have known that the phone lines were working due to a "beep when they come one and when they are out there are three big lights visible in several rooms and the base receiver stays red," and therefore denies the allegation.

8. Frontier denies for lack of knowledge sufficient to form a belief as to whether Ms. Bittinger contacted Frontier at 7:30 am on July 5, 2013, and therefore denies the allegation. Frontier admits that Ms. Bittinger contacted Frontier on July 3, 2013, that Frontier opened repair tickets on July 3, 2013, and that those repair tickets were open and being worked as of the morning of July 5, 2013.

9. After Frontier opened repair tickets on the Complainant's two business phone lines and Ms. Bittinger's residential phone line, Frontier sent a repair technician to repair the equipment that was identified as causing trouble on all three lines on July 5, 2013.

10. According to internal Frontier records, Complainant's two business phone lines and Ms. Bittinger's residential phone line were restored on July 5, 2013 at approximately 3 pm. Complainant's two business phone lines were not out of service for 72 hours. Ms. Bittinger's residential phone line was not out of service for 72 hours.

11. Frontier admits that Ms. Bittinger again contacted Frontier on July 6, 2013 regarding her residential phone line and Complainant's two business phone lines. Thereafter, a new repair ticket was opened for each of the three phone lines. Frontier denies that it "only had record of one line being out."

12. Thereafter, on July 8, 2013, Frontier sent a repair technician to replace the cable that was causing the issue in the equipment that serves all three telephone lines.

13. According to internal Frontier records, Complainant's two business phone lines and the residential phone line were restored on July 8, 2013 at approximately 1:20 pm. Complainant's two business phone lines were not out of service for 72 hours, and the residential phone line was not out of service for 72 hours.

14. Frontier denies for want of knowledge sufficient to form a belief as to whether Complainant contacted “PUCO online” on July 7, 2013, and therefore, denies the allegation.

15. Frontier denies for want of knowledge sufficient to form a belief as to the amount of Complainant’s weekly business orders, and therefore denies the allegation. Further responding, the amount of Complainant’s weekly business orders is irrelevant.

16. Frontier denies that Complainant is entitled to any credit for service disruption under Commission rules.

17. Frontier admits that Complainant was issued a local service credit of \$110.32, for Complainant’s two business lines, which was applied to Complainant’s August 2013 bill.

18. Frontier admits that Ms. Bittinger was issued a local service credit of \$29.35 for her residential phone line, which was applied to Ms. Bittinger’s August 2013 bill.

19. Frontier denies for want of knowledge sufficient to form a belief as to whether Complainant missed any business faxes from July 3, 2013 to July 10, 2013, and therefore denies the same. Further responding, whether Complainant missed any business faxes is irrelevant.

20. Frontier denies for want of knowledge sufficient to form a belief as to whether Complainant had to use cell phone minutes for calls transferred to the cell phone at Ms. Bittinger’s request, and therefore denies the allegation. Further responding, whether or not Mr. Bittinger’s had to use cell phone minutes for transferred calls is irrelevant.

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21. Frontier denies that Complainant did not have phone service from “July 3 to July 8 after 10 am, and even up to July 10.”

22. Frontier cannot admit or deny that due to bad weather and/or due to a short on an inside jack of the Bittinger's premises, that Complainant may have lost service temporarily on July 9 or July 10, and therefore denies the allegation.

23. Frontier denies that it has any record of placing trouble tickets on Complainant's phone line on July 9 or July 10.

24. Frontier admits a that a technician went to Complainant's premises on July 10, 2013. At that time, the Frontier technician determined that there was a short in one of the customer's jacks, unrelated to Frontier's regulated service. Upon information and belief, Mr. Bittinger fixed the problem.

25. Frontier denies each and every allegation of fact and conclusion of law not expressly admitted herein.

B. AFFIRMATIVE DEFENSE

1. Frontier asserts as an affirmative defense that the Complaint fails to allege any violation of any rule(s), regulation(s) or law(s) that would constitute a violation of any sort, or any unlawful action, and thus, the Complaint should be dismissed.

2. Ohio Administrative Code 4901:1-6-12(c)(5) provides that if a Basic Local Exchange Service outage is reported to the telephone company and lasts more than seventy-two hours, the Local Exchange Carrier shall credit every affected Basic Local Exchange Service customer, of which the Local Exchange Carrier is aware, in the amount of one month's charges for Basic Local Exchange Service. Here, Complainant's phone service was not out for more than seventy-two hours, thus no monthly credits were due. The Complaint should be dismissed.

3. Setoff. Even if Complainant was entitled to a monthly credit, which Frontier denies, Complainant was given a local service credit of \$110.32 on the two business lines and a

\$29.35 local service credit on the residential line, which were applied to Complainant's August 2013 bills. The amounts credited equate to more than one month of Basic Local Exchange Service charges for all three lines.

4. Lack of Commission jurisdiction. The only alleged damage that Complainant alleges is lost business expenses, but the Commission has no jurisdiction to award damages for lost business expenses. Because the Commission has no authority to award the relief sought, the Commission lacks jurisdiction over the Complaint and the relief requested therein. The Complaint should therefore be dismissed.

5. Failure to allege damages. Although the Complaint seeks damages for lost business, it is devoid of any allegations demonstrating that Complainant lost any business. Because the Complaint fails to allege any damages (and even if it did, the Commission has no jurisdiction to award them), it must be dismissed.

6. To the extent that Ms. Bittinger is representing Bittinger Carbide, an Ohio corporation, such conduct constitutes the unauthorized practice of law. In order to prosecute a complaint against Frontier, Bittinger Carbide must retain legal counsel.

7. Frontier reserves the right to raise additional affirmative defenses or to withdraw any of the foregoing affirmative defenses as may become necessary during the investigation and discovery of this matter.

WHEREFORE, Frontier requests that the Complaint be dismissed with prejudice.

Respectfully submitted,

FRONTIER NORTH INC.

By: /s/ Michele L. Noble
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Its Attorney

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Answer and Affirmative Defenses of Frontier North Inc. was provided to the person listed below by electronic service and U.S. mail, postage prepaid, on August 21, 2013:

Bittinger Carbide
Sheila Bittinger
81331 Hines Road
Cadiz, Ohio 43907

Complainant

/s/ Michele L. Noble

Michele L. Noble

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Summary: Answer and Affirmative Defenses of Frontier North, Inc. electronically filed by Michele L Noble on behalf of Frontier North Inc.