

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Complaint of:)	
)	
Ron Sabitino & T&R Properties, Inc.)	
)	
Complainants,)	
)	
v.)	Case No. 13-1728-TP-CSS
)	
FRONTIER COMMUNICATIONS, INC)	
)	
Respondent.)	

ANSWER AND AFFIRMATIVE DEFENSES
OF FRONTIER NORTH INC.

Frontier North Inc. (“Frontier”), appearing specially, through its counsel, respectfully answers the Complaint filed by Ron Sabitino and T&R Properties, Inc. (collectively “Complainants”) with the Public Utilities Commission of Ohio (“Commission”) in the above-captioned matter on July 31, 2013, and raises its affirmative defenses thereto as follows:

General Defense

Before Frontier relocated any equipment at Complainants’ request, Complainants signed a Letter of Authorization for the work that is subject to its Complaint. The Letter of Authorization, a copy of which is attached as Exhibit A, quoted the cost of the work, which is stated in the Complaint, at \$48,018. The Complainants paid the full amount on March 21, 2012, and a copy of the check is attached as Exhibit B.

A year *after* Frontier completed the project, Complainants asked for additional information as to the actual costs of Frontier’s work. Frontier supplied that information to Complainants. Complainants do not object to any specific cost for the project, but instead

demand all sorts of detail that Frontier cannot readily supply (if at all) at this point in time.

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

A. ANSWER – Paragraph One of Complaint

1. Frontier admits that it relocated existing buried fiber optic cable and copper cable outside the construction limits of a new turn lane installed for The Estates at Sherman Lakes Subdivision.

2. Prior to conducting that work, the Complainants signed the Letter of Authorization.

3. The Letter of Authorization provided that Frontier's cost for the work to relocate existing fiber optic cable and copper cable for The Estates at Sherman Lakes Subdivision was \$48,018.

4. Ron Sabatino, whose name is misspelled on the Complaint, signed the February 15, 2012 Letter of Authorization, and explicitly agreed to the terms of Frontier's work, including the cost of \$48,018.

5. Frontier admits that Complainants paid \$48,018 on or about March 21, 2012 for Frontier's work in the form of a check presented by DCR Disbursement Company.

6. After Complainants signed the Letter of Authorization, and paid for the work, Frontier completed the project.

7. After Frontier completed the project, and approximately one year later, Complainants asserted that the cost was too high and they demanded documentation as to Frontier's costs of the project.

8. Frontier denies for want of knowledge the amount of fiber optic cable and copper

cable that may have already existed for the job, and therefore denies the allegation.

9. Frontier denies the allegations that the “bid was too much and didn’t require the time that was originally quoted.”

10. In May and June, 2013, Frontier supplied documentation to Complainants as to the details of the \$48,018 costs. Frontier representatives have also explained the costs to representatives of T&R Properties, Inc. during a telephone conference.

11. Frontier denies that it should be required to provide any further detail of the costs for the project. Any further disclosure would require sharing of employee labor costs and internal costs. Frontier denies that the costs charged to Complainants, which were agreed upon in advance, were unreasonable or in violation of any Commission rule or regulation.

B. AFFIRMATIVE DEFENSES

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

2. Waiver. Complainants voluntarily agreed to Frontier’s terms for this project in advance, including the costs associated with the project. Complainants’ failure to object to the written bid and, thereafter, their written acceptance of the bid, waives any right to receive credits or additional reduction for the services provided by Frontier.

3. No violation of Frontier’s tariffs or rules and regulations. The Complaint fails to state grounds for a complaint against Frontier for violating the terms and conditions of any of Frontier’s tariffs, and 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.

4. To the extent that Mr. Sabatino is representing T&R Properties, Inc., an Ohio corporation, such conduct would constitute the unauthorized practice of law. In order to prosecute a complaint against Frontier, T&R Properties, Inc. must retain legal counsel.

5. Failure to Allege Damages. Although the Complaint seeks “log sheets and total man hours for the project,” it is devoid of any specific allegations demonstrating that the agreed-upon costs were somehow prohibitive or caused damage to Complainants. Because the Complaint fails to allege any damages, it must be dismissed.

6. 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.

For all of the foregoing, Frontier requests that the Complaint filed by Ron Sabatino and T&R Properties, Inc. be denied with prejudice.

Respectfully submitted,

Dated: August 21, 2013

Frontier North Inc.

By: /s/ Michele L. Noble
Michele L. Noble
Thompson Hine LLP
41 South High Street, Suite 1700
Columbus, OH 43215
(614) 469-3254 (telephone)
(614) 469-3361 (facsimile)
Michele.Noble@thompsonhine.com

Its Attorney

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing has been served upon all parties listed below, by electronic service and U.S. mail, this 21st day of August, 2013.

Ron Sabatino
T&R Properties, Inc.
3895 Stoneridge Lane
Dublin, Ohio 43017

Complainants

/s/ *Michele L. Noble*
Michele L. Noble

744261.1



Network Engineering
1300 Columbus Sandusky Rd
Marion OH 43302
www.Frontier.com

Date: 2/15/2012

Sent to Lana Luoma
(MN)
4/10/12

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.





Network Engineering
1300 Columbus Sandusky Rd
Marion OH 43302
www.Frontier.com

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:



Ronald Seltzer

T&R Properties

3895 Stoneridge Lane Dublin OH 43017

614-923-4000

4/5/2012

Job(Prop)	Categ(Acct)	Invoice - Date	Description	Amount
[REDACTED]	[REDACTED]	[REDACTED]	Relocate Fiber optic/Copper Cabl	48,018.27
				48,018.27

RCR Disbursement Company

3895 Stoneridge Lane

Dublin, OH 43017

DATE
03/21/2012

AMOUNT
\$48,018.27**

PAY: **** FORTY EIGHT THOUSAND EIGHTEEN AND 27/100 DOLLARS

TO THE
ORDER OF

Frontier Communications Inc., - Ohio
1300 Columbus - Sandusky Road
Marion, OH 43302

[Signature]

VOID AFTER 90 DAYS

MEMO:

SECURITY FEATURES INCLUDED. DETAILS ON BACK

EXHIBIT

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This foregoing document was electronically filed with the Public Utilities

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Case No(s). 13-1728-TP-CSS

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