

BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Complaint of:	)	
	)	
MILLERSVILLE CONSTRUCTION,	)	
	)	
Complainant,	)	
	)	
v.	)	Case No. 14-0366-TP-CSS
	)	
FRONTIER COMMUNICATIONS	)	
	)	
Respondent.	)	

**MOTION FOR LEAVE TO FILE ANSWER, *INSTANTER*,  
OF FRONTIER NORTH INC.**

Frontier North Inc., incorrectly identified as Frontier Communications on the Complaint (“Frontier”), by and through its attorneys, respectfully moves for leave to file, *instanter*, its Answer and Affirmative Defenses, attached as Exhibit “A” to this Motion. In support of its Motion, Frontier states that it did not have actual knowledge or receipt of Millersville Construction’s Complaint until March 26, 2014. For reasons unknown at this time, Frontier did not receive a copy of the Complaint through the United States mail, but only noticed the Complaint when searching for a different matter on the Commission’s website. Granting of this Motion will not serve to prejudice the Complainant or create undue delay.

WHEREFORE, Frontier respectfully requests that the Commission grant Frontier’s Motion and accept the Answer and Affirmative Defenses, attached as Exhibit A, for filing in the above-captioned case and treat it as timely filed.

Respectfully submitted,

FRONTIER NORTH INC.

By: /s/ Michele L. Noble

Michele L. Noble (0072756)

THOMPSON HINE LLP

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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 U.S. mail, this 28th day of March, 2014.

Millersville Construction  
925 County Road 72  
Helena, Ohio 43435

/s/ Michele Noble

763510.1

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

Millersville Construction,	)	
	)	
Complainant	)	
	)	
v.	)	Case No. 14-0366-TP-CSS
	)	
Frontier Communications,	)	
	)	
Respondent.	)	

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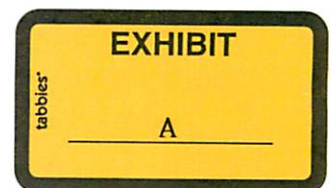
**ANSWER AND AFFIRMATIVE DEFENSES  
OF FRONTIER NORTH INC.**

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Frontier North Inc. ("Frontier"), incorrectly identified as Frontier Communication on the Complaint, appearing specially, through its counsel, answers the March 3, 2014 Complaint ("Complaint") of Millersville Construction Co. ("Complainant" or "Millersville Construction") and raises its affirmative defenses thereto as follows:

**GENERAL DEFENSE**

Frontier is sympathetic to Complainant's concerns that he is being billed in excess of a certain promotional deal for its business line and broadband service. However, Frontier has examined its records and billing statements to Complainant, and Frontier finds no evidence of overbillings, except for a minor charge (\$2.15/month for Ohio Zone B surcharges), which were reversed in January 2014. Complainant's last payment of \$200 for its business line and broadband service was applied in August 2013, and after two disconnect notices, Complainant's service was disconnected on March 10, 2014. Complainant's unpaid invoices total \$763.72.



A. ANSWER

Page 1 of the Complaint

1. Frontier denies all allegations that it misrepresented the pricing of any promotional deal to the Complainant.

2. Frontier denies that it stated or represented to Complainant that any promotional offer for broadband or telephone service was a “not-to-exceed” pricing. Rather, all promotional offers explicitly exclude various taxes and surcharges.

3. Frontier denies that it has any recordings from a communication between it and any representative from Millersville Construction from February 2013.

4. Frontier’s records regarding Complainant’s account show that a Frontier representative spoke with Mr. Glenn Kreais on February 28, 2013, and during that telephone call, Frontier’s records indicate that Mr. Glenn Kreais was “upgraded . . . to the FSUV 3-year ppp \$79.98 before taxes and surcharges.”

5. Frontier admits that Exhibits A, B and C include portions of Complainant’s bills.

6. Frontier admits that Complainant’s March 4, 2013 invoice shows an \$85.00 promotional pricing credit. The \$85.00 promotional pricing credit on Complainant’s March 4, 2013 invoice was calculated by using the promotional pricing from February 28, 2013 to March 3, 2013, a period of 35 days. Further responding, Frontier states that the promotional pricing credit shown on Complainant’s April 4, 2013 invoice is \$75.00. The \$75.00 promotional pricing credit on the April 4, 2013 invoice was calculated by using the promotional pricing from April 4, 2013 to May 3, 2013, a period of 30 days. Thus, the promotional pricing credit was larger on Complainant’s March 4, 2013 invoice only because the promotional pricing was based upon a larger period of time, namely 5 additional days.

7. Frontier states that the promotional pricing information as shown on Complainant's April 4, 2013 invoice is correct. As explained above, the April 4, 2013 invoice did not "reduce" Complainant's promotional pricing credits. Rather, the April 4, 2013 invoice included promotional pricing credits for 30 days, while the March 4, 2013 invoice included promotional pricing credits for 35 days.

8. Frontier admits that Mr. Kreais called Frontier on April 15, 2013, but denies that anything forwarded to Mr. Kreais altered or changed the fact that Complainant's promotional pricing was \$79.98 without taxes and surcharges.

**Page 2 of the Complaint**

9. Frontier has no record of a telephone conference between Frontier and a representative of Millersville Construction on March 15, 2013.

10. Frontier admits that Mr. Kreais called Frontier on July 15, 2013. A copy of Millersville Construction's bill was emailed to Mr. Kreais, at his request.

11. Frontier denies that it breached any obligation that it owed to Complainant.

12. Frontier denies that it misrepresented or concealed any facts to Complainant.

**Page 3 of the Complaint**

13. Frontier is without knowledge sufficient to form a belief as to whether Frontier emailed Complainant on two separate occasions on April 15, 2013. Frontier admits that at approximately 12:43pm on April 15, 2013, Frontier emailed Mr. Kreais with a pricing promotional contract amount of \$79.98 per month, not included taxes and surcharges. Frontier has been unable to locate any other email correspondence on April 15, 2013 to Mr. Kreais. If in fact a contract was emailed to Mr. Kreais with a \$69.98/month promotional pricing, such amount would be inconsistent with Complainant's March 4, 2013 invoice.



14. Frontier states that at all times after February 28, 2013, Frontier invoiced Complainant at the promotional discount price of \$79.98 per month, not included taxes and surcharges, late payment fees, or any other services not included in the package.

15. Frontier denies that it intentionally destroyed any documents or evidence with the knowledge that they somehow supported Complainant's theory that it had a "\$89 not-to-exceed" preferential pricing arrangement. Rather, all of Frontier's records indicate that Complainant signed up for, and received, a \$79.98 per month promotional discount for its business line and broadband service.

16. 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. Setoff. Even if Complainant was entitled to a credit, which it is not, Complainant currently owes \$763.72 for services received. Complainants' last payment for \$200 was credited on August 26, 2013. After two disconnection notices, Frontier disconnected Complainant's service on March 10, 2014.

3. Lack of Jurisdiction. To the extent that Complainant is asserting claims or allegations regarding service or invoices for broadband services, this Commission lacks jurisdiction.

4. Millersville Construction is not a registered corporation under the State of Ohio, and thus is unable to utilize this Ohio agency to sue Frontier.

5. To the extent that Mr. Kreais is representing Millerville Construction Co., such conduct constitutes the unauthorized practice of law.

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.

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

Respectfully submitted,

FRONTIER NORTH INC.

By: /s/ Michele L. Noble  
Michele L. Noble (0072756)  
Thompson Hine LLP  
41 S. High Street, Suite 1700  
Columbus, Ohio 43215  
Telephone: (614) 469-3200  
Fax: (614) 469-3361  
Michele.Noble@thompsonhine.com

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 U.S. mail, postage prepaid, on March 28, 2014:

Millersville Construction Co.  
925 County Road 72  
Helena, Ohio 43435

*Complainant*

/s/ Michele L. Noble

Michele L. Noble

763474.1

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

**Commission of Ohio Docketing Information System on**

**3/28/2014 11:17:06 AM**

**in**

**Case No(s). 14-0366-TP-CSS**

Summary: Motion Motion for Leave to File Answer, Instanter, of Frontier North Inc.  
electronically filed by Michele L Noble on behalf of Frontier North Inc.