

**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.  
TO COMPLAINANTS' AMENDED COMPLAINT**

Respondent, Frontier Communications, Inc. and Frontier North, Inc. (the proper corporate name for Respondent, hereinafter "Frontier") submit the following Answer to Complainants Ron Sabatino and T&R Properties' Amended Complaint (the "Amended Complaint").

**General Defense**

Before Frontier relocated any equipment at Complainants' request, Complainants signed a Letter of Authorization for the work. The Letter of Authorization, quoted the cost of the work, which is stated in the Amended Complaint, at \$48,018. The Complainants paid the full amount on March 21, 2012.

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. All construction costs charged to this project were reasonable and proper, and Complainants' claims under Ohio Code § 4905.26 should be dismissed.

Complainants have also failed to state a claim for which relief can be granted under Ohio Code § 4927.06, which covers “telecommunication services,” and not the construction services at issue in this case. Further, Claimant’s factual allegations are inaccurate. Frontier has supplied all the information Claimants have requested, to the extent that such information exists. Further, Frontier fully complied with its obligations under the Letter of Authorization.

Frontier generally denies each and every allegation in the Amended Complaint and incorporates by reference all defenses and factual allegations contained in its Answer and Affirmative Defenses, filed August 21, 2013 in this matter.

**A. ANSWER – Page 2 of the Amended Complaint**

1. Frontier denies that it failed to provide timely responses to Complainant’s questions regarding cost information for the work performed at Complainant’s development site. Frontier further denies that it did not provide information to allow a fair comparison of Frontier’s up-front estimated work to the actual costs of work completed. Frontier further denies that such information was required by the Letter of Authorization or any other contract, agreement, statute or regulation.

2. Frontier denies that it failed to provide information in its possession regarding “man-hours” related to the work performed at Complainant’s development site. Frontier has provided a full report of the hours Frontier’s engineer, Chris Avery, worked in connection with the work performed at Complainants’ development site and the costs associated with these hours. Chris Avery was the only Frontier employee who performed work related to the Letter of Authorization; all other work was performed by a third-party subcontractor, Kenneth G. Myers Construction Company, Inc., and Frontier does not have access or possession of the time records

of this subcontractor. Frontier has also provided a detailed breakdown of the materials and overhead costs associated with this project.

3. Frontier denies that the actual costs of the project were lower than the initial estimate provided to Complainants. The actual cost of the work Frontier performed exceeded the initial cost estimate provided in the Letter of Authorization, but Frontier has not sought to recover these additional costs from Complainants. Frontier denies that it has failed to provide a reconciliation or report of detailed final actual costs associated with the work performed at Complainants' development.

4. Frontier denies that it has access to any information regarding "man hours" and associated labor costs of the third-party contractor not already provided to Complainants.

**B. ANSWER – Page 3 of the Amended Complaint**

5. Frontier denies that Ohio Rev. Code § 4927.06(A)(1) applies to the Letter of Authorization at issue in this matter. The work Frontier performed pursuant to the Letter of Authorization at Complainants' development site was not performed "in connection with the offering or provision of any telecommunications service."

6. Frontier admits that an initial job cost estimate was provided to Complainants in the Letter of Authorization. Frontier denies Complainants' characterization of this estimate, as the document speaks for itself.

**C. ANSWER – Page 4 of the Amended Complaint**

7. Frontier denies that the estimate it provided for the work performed at Complainants' development site obligated it to provide any additional information regarding costs associated with the work beyond what it has already been provided. 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. Frontier denies any suggestion that Complainants are entitled to a refund related to the work performed at their development site.

8. Frontier has no information regarding Complainants' expectations regarding their agreement with Frontier. At any rate, such expectations or subjective beliefs are irrelevant to the interpretation of the Letter of Authorization. To the extent that a response is required, Frontier denies Complainants' characterization of the information sharing obligations under the Letter of Authorization, and Frontier supplied all necessary information to Complainants.

**D. ANSWER – Page 5 of the Amended Complaint**

9. Frontier denies that it had any obligation under any agreement to provide the information Complainants seek in this action, and further states that much of the information Complainants seek was either produced to Complainants or does not even exist in Frontier's possession. Frontier denies that Ohio Code § 4927.06 applies to the work performed for Complainants and that, even if it does apply, Frontier has not violated the statute.

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

Respectfully submitted,

Dated: August 13, 2014

By: /s/ Michele L. Noble  
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Counsel for Frontier

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing was provided to the person listed below by electronic mail on August 13, 2014:

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*Complainant*

/s/ Michele L. Noble  
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Michele L. Noble

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

Summary: Answer Answer and Affirmative Defenses of Frontier North, Inc. to Complainants' Amended Complaint electronically filed by Michele L Noble on behalf of Frontier North Inc. and Frontier Communications of Michigan, Inc.