

THE PUBLIC UTILITIES COMMISSION OF OHIO

**IN THE MATTER OF THE COMPLAINT OF
BISHOP JOHNNIE GRAHAM JR.,**

COMPLAINANT,

v.

CASE No. 17-2114-TP-CSS

FRONTIER NORTH, INC.,

RESPONDENT.

OPINION AND ORDER

Entered in the Journal on July 31, 2019

I. SUMMARY

{¶ 1} The Commission finds that Complainant, Bishop Johnnie Graham Jr., has failed to carry his burden of proof regarding the allegations of his complaint.

II. FACTS AND PROCEDURAL BACKGROUND

{¶ 2} On October 11, 2017, Bishop Johnnie Graham Jr. (Bishop Graham or Complainant) filed a complaint with the Commission against Frontier North, Inc. (Frontier, Company, or Respondent). Complainant alleges that Frontier “cut” his telephone line and, afterword, continued to bill for telephone service. Complainant also alleges that he went three months without phone service in the spring of 2015, but later, after discovering this, called to have this situation addressed.

{¶ 3} Frontier filed its answer on October 27, 2017. In its answer, Frontier denies all of the material allegations of the complaint and sets forth several affirmative defenses.

{¶ 4} A settlement conference was held on December 5, 2017; however, the parties were unable to resolve this matter.

{¶ 5} A hearing, originally scheduled for April 23, 2018, could not be held as scheduled when it became apparent the discovery process was not yet complete. By Entry issued April 19, 2018, the attorney examiner ruled that the hearing would not proceed until after the discovery process was completed.

{¶ 6} On December 19, 2018, a case status teleconference occurred, for the purpose of allowing the attorney examiner to join both parties in a discussion of any then outstanding discovery issues, and to establish a procedural schedule and process for resolving them. During the case status teleconference, the parties resolved discovery issues and, by mutual agreement, completed the discovery process. As a result, by Entry issued January 2, 2019, a hearing in this case was scheduled for, and was held, on March 4, 2019.

{¶ 7} At the hearing, Bishop Graham testified on his own behalf. Frontier presented the testimony of one witness, Ms. Cassandra Cole (Ms. Cole), Frontier Regulatory and Government Affairs Manager for Ohio.

III. APPLICABLE LAW

{¶ 8} Frontier is a telephone company as defined in R.C. 4905.03 and a public utility as defined in R.C. 4905.02. As such, Frontier is subject to the jurisdiction of this Commission.

{¶ 9} Pursuant to R.C. 4927.21, the Commission has authority to consider written complaints filed against a telephone company by any person or corporation regarding any rate, service, regulation, or practice relating to any service furnished by the telephone company that is in any respect unjust, unreasonable, insufficient, or unjustly discriminatory.

{¶ 10} In complaint proceedings, the burden of proof lies with the complainant. *Grossman v. Pub. Util. Comm.*, 5 Ohio St.2d 189, 214 N.E.2d 666 (1966). Therefore, in order

to prevail in this matter, Complainant must prove the allegations in his complaint by a preponderance of the evidence.

IV. DISCUSSION

A. *Summary of Complainant's Testimony*

{¶ 11} To begin, Bishop Graham identified himself as the Pastor of the Church of Miracle Ministry, 308 Maeder Ave, Dayton, Ohio 45417 (Tr. 4, 5). In the course of his testimony, Complainant focused on three distinct situations.

{¶ 12} First, Bishop Graham testified that, during the 2012 and 2013 time frame, he began to suspect that the amount of his phone usage during the period was not correctly corresponding with level of charges that were appearing on his bills. For that reason, he called Frontier to complain about his bills being too high (Tr. 10, 16, 17). He testified that, in response to his call, Frontier did some testing. According to Bishop Graham, based on this testing, Frontier confirmed that he was not using the phone much, and, as a consequence, lowered the amount of his bills during that period (Tr. 10, 17, 21, 31). During cross examination, Bishop Graham indicated that, in bringing this complaint case, he is not seeking redress or relief for any activities that occurred during the 2012-2013 period (Tr. 31).

{¶ 13} Second, during the spring of 2015, Complainant claims he experienced a three-month loss of telephone service (Tr. 10, 11, 12, 16, 31, 32). The service outage was caused by a fire at a location “four houses up the street” from the telephone pole that serves the church (Tr. 11, 37). Complainant believes that he was out of service for some period before he became aware and notified Frontier of the situation. Bishop Graham had heard about the fire on the news, but did not know that it had affected telephone service at the church (Tr. 38). In any event, in the spring of 2015, Frontier fixed the problem within a week of Bishop Graham reporting it to Frontier (Tr. 32, 33).

Bishop Graham acknowledged that Frontier also addressed the problem by issuing service credits for the period during which he was out of service (Tr. 33).

{¶ 14} Third, in the summer of 2016, a Frontier technician, directed to do so by his boss, called Bishop Graham at home to report that the telephone line at the church had been cut (Tr. 13, 39, 40, 41). Upon taking that call, Bishop Graham left his home to meet the technician at the church. He testified that, once there, the technician “had me take him inside [the church] and move the line over” (Tr. 14, 34). It is Bishop Graham’s assertion that, because “the damage was on the outside” the technician “didn’t have to come inside” the church “to move the line,” but, nevertheless, he did so (Tr. 15, 34). Bishop Graham suspects that the reason the technician came inside was because Frontier “wanted me to pay for a service call” (Tr. 15). According to Bishop Graham, the reason why the technician called him to report the cut line was because his boss had told him to do so, after “his boss tried to call the church and found the phone wasn’t working” (Tr. 35, 40). In other words, the call came because the Company itself had discovered the service outage on the line serving the church (Tr. 42). On this occasion, the line was repaired in one day, i.e., on the same day that the technician called Bishop Graham to report the line at the church had been cut (Tr. 33, 34, 41).

{¶ 15} During his direct testimony, Bishop Graham never provided any explanation regarding how the church’s telephone line was cut in 2016. On cross-examination, Bishop Graham was asked if he knew how the line was cut. He answered by saying that the technician “explained that to me, okay?” Bishop Graham claimed that the technician, in providing the explanation, showed him a knife laying on the ground outside the church and told Bishop Graham that “this was the knife that cut the line.” Continuing, Bishop Graham testified as to his belief that the representative “had to” cut the line with that knife, because “he was told to do that,” that he “didn’t do it on his own,” but rather, “that he was told to do that by his boss.” (Tr. 35, 39, 40, 42.) Asked to

describe the knife, Bishop Graham testified that it “looked like a kitchen knife” and that it “had teeth in it like a steak knife.” (Tr. 42).

B. Summary of Respondent’s Testimony

{¶ 16} To begin, Ms. Cole stated that she has more than 20 years of experience in her position as Frontier’s Regulatory and Government Affairs Manager for Ohio. She indicated that she has been involved in this matter since Bishop Graham’s initial complaint was filed. In preparing to testify in this case, she reviewed all filings submitted of record and, also, all account documents regarding Frontier’s service account with the Church of Miracle Ministries. (Tr. 44.) She compiled, sponsored, and testified about Frontier Exhibit No. 1 (Frontier Ex. 1), a copy of all the bills for that account from March 2015 through February 2018 (Tr. 45). From Ms. Cole’s perspective, the bills which make up the exhibit reflect that Frontier has already appropriately handled all the outages and any other concerns that Bishop Graham has raised in this complaint case. She expressed Frontier’s view that no further adjustments to any of the bills or charges on the account should be necessary (Tr. 45-46, 52).

{¶ 17} Testifying about the service outage that occurred in 2015, which she further identified as being the outage Bishop Graham himself believes to have lasted for perhaps up to three months but which, in his testimony, he admitted lasted for only one week beyond when he first reported it to Frontier, Ms. Cole made clear that a Frontier repair ticket for that outage exists, which she reviewed. Ms. Cole testified that if Bishop Graham’s service was only out for one week after he informed Frontier of the outage, then “depending on the cause of the outage, a 30-day regulated local service credit may have been due” (Tr. 47). Further explaining, Ms. Cole specified that the Commission’s rules in effect at that time, required, with some exception, that a credit of one-month of regulated local charges should apply in a situation where an outage of regulated services lasted for more than 72 hours (Tr. 46). Ms. Cole stated that she reviewed the bill package which is contained in Frontier Ex. 1, to see if Bishop Graham’s account was in fact credited

due to the 2015 service outage in question. In doing so, she found that the credit was issued, as reflected on two of the bills. First, Frontier Ex. 1 contains a copy of a bill dated July 22, 2015. On that bill, there's a credit shown on the first page of the bill, in the amount of \$34.72, and the line item detail on that page explains that amount as "Out of Service Credit > 72 hours." (Tr. 48, Frontier Ex. 1, unmarked page 35 of 79). Second, Frontier Ex. 1 contains a copy of a bill dated August 22, 2015. On that bill, there is a credit shown on the first page of the bill, in the amount of \$73.40, and the line item detail on that page explains that amount as "Out of Service Interruption Credit." (Tr. 49, Frontier Ex. 1, unmarked page 33 of 79).

{¶ 18} Ms. Cole testified similarly concerning the one-day service outage that occurred in 2016, when the church's telephone line was, allegedly, cut by a knife. Ms. Cole stated that she reviewed the Frontier repair ticket that exists for that one-day outage (Tr. 49). Ms. Cole found that, for that one-day outage, a credit of \$25.00 was issued on August 3, 2016. Frontier Ex. 1 contains a copy of a bill dated August 22, 2016. On that bill, there is a credit shown on the first page of the bill, in the amount of \$25.00, and the line item detail on that page explains that amount as a "Billing Adjustment." (Tr. 49, Frontier Ex. 1, unmarked page 52 of 79.)

{¶ 19} Ms. Cole explained that, besides those credits which pertain to the one-week and one-day service outages already addressed above, other credits have been issued, or bill adjustments made, that appear on the bills compiled as Frontier Ex. 1. As an example of this, Ms. Cole specifically referenced a \$17 customer refund, an event described as the non-continuation of inside wire maintenance coverage on the account, which appears on the August 22, 2016 bill. (Tr. 49, 50. Frontier Ex. 1, at page 52 of 79.) Ms. Cole used this as but one example, in explaining, in response to cross examination by Bishop Graham, why his bills may fluctuate, from time to time, and also, over a long period of time. Other examples, cited by Ms. Cole, include the fact that Frontier has been allowed to raise local rates by \$1.25 per year, the possibility of surcharge rates that might

apply for a variety of reasons, late payment charges that may apply, and the potential for an increase in any of many rate elements. (Tr. 54-63.) In responding to Bishop Graham's cross examination questions, Ms. Cole took the opportunity to provide an explanation intended to help him better understand his bills generally, and particularly why they vary, the latter being the topic that, by the nature of his questions, he apparently most wanted her to address (Tr. 63-71).

V. CONCLUSION

{¶ 20} Upon review of the record as a whole, we hold that Complainant has failed to meet his burden of proof in this case.

{¶ 21} There is no credible evidence of record which demonstrates, or even tends to show, that Frontier "cut" the telephone line which serves the church. Nor is there any reason presented to understand that Frontier may have had any motive to do so. The hearsay testimony that Bishop Graham provided, involving some notion that Frontier's technician, at his boss's direction, may have used a kitchen steak knife to cut the line, in an effort to summon Bishop Graham to the scene, so as to gain the Company access to the inside of the church for the purpose of moving the line, and thereby to position itself to perhaps generate a customer bill for an otherwise unnecessary service call, makes no sense to the Commission and, we have based no part of our decision on that testimony.

{¶ 22} The record reflects that, during 2015, Complainant was out of service for some period, which he believes lasted three months, after which, at some unspecified point, he became aware and notified Frontier of the situation. The Commission's rules, in effect at the time, required that a credit of one-month of regulated local service charges should apply in a situation where an outage of regulated local services lasts for more than 72 hours after being reported to the company (Tr. 46, Ohio Adm.Code 4901:1-6-12(C)(5)). The uncontested facts of record further reflect that, in the spring of 2015, Frontier fixed the service outage within a week of Bishop Graham reporting it to Frontier (Tr. 32, 33).

Complainant has not contested that Frontier addressed the outage by issuing service credits for the period during which he was out of service (Tr. 33). Complainant has not alleged, nor in any way shown, that the service credits issued were not received by him, or were in any way legally insufficient in fully addressing the 2015 outage situation. In short, as regards how Frontier addressed the 2015 outage situation, Complainant has failed to meet his burden of proving that Frontier has breached Ohio Adm.Code 4901:1-6-12(C)(5).

{¶ 23} The record further reflects that, during 2016, on a day in which Frontier reported to him that the telephone line on the involved account had been cut, and the same day on which that line was repaired, Complainant experienced a service outage that lasted for one day. The uncontested facts of record further reflect that, on August 3, 2016, Frontier issued a service credit of \$25.00 for that one-day outage, reflected as a billing adjustment on Complainant's bill dated August 22, 2016. Complainant has not alleged, nor in any way shown, that the service credit/billing adjustment was not received by him, or was in any way legally insufficient in fully addressing the 2016 service outage. In short, as regards how Frontier addressed the one-day 2016 outage, Complainant has failed to meet his burden of proof regarding this allegation.

{¶ 24} It is unclear whether and how Bishop Graham sees himself as aggrieved by Frontier, because of his own decision, ultimately, to have allowed the Frontier technician who, in 2016, identified the cut in the church's telephone line, to, within the course of making the involved service repair, enter the church and, once inside, to move the line. At a certain point in his testimony, Bishop Graham revealed his own suspicion that this entering of the church happened only because of a Frontier desire to have an excuse to bill Bishop Graham for a service call (Tr. 15). Even if so, Bishop Graham never presented any evidence to support this claim. Whether any such service call was ever even billed, much less if such a billing was inappropriate, remains a question never addressed of record. Instead, the record reflects nothing more than that: (1) the line repair was made,

and (2) Bishop Graham's receipt of an appropriate one-day service credit for the involved one-day service outage remains uncontested. Furthermore, as a final matter, we find no factual evidence to support Bishop Graham's allegations that Frontier, or any of its employees or agents, ever displayed an unprofessional demeanor, or were ever difficult to work with or to talk to (Tr. 12, 36).

{¶ 25} Based upon our review of the record as a whole we find that Complainant has failed to carry his burden of proof regarding the allegations of his complaint.

VI. FINDINGS OF FACT AND CONCLUSIONS OF LAW

{¶ 26} Frontier is a telephone as defined in R.C. 4905.03 and a public utility as defined in R.C. 4905.02. As such, it is subject to the jurisdiction of this Commission.

{¶ 27} On July 10, 2017, Bishop Graham filed a complaint alleging that Frontier "cut" his telephone line and, afterword, continued to bill for telephone service. He also alleges that he went three months without phone service in spring of 2015, but later, after discovering this, called to have this situation addressed.

{¶ 28} Frontier filed its answer on October 27, 2017. In its answer, Frontier denies all of the material allegations of the complaint and sets forth several affirmative defenses.

{¶ 29} A settlement conference was held on December 5, 2017; however, the parties were unable to resolve this matter.

{¶ 30} Complainant has failed to prove the allegations of his complaint.

VII. ORDER

{¶ 31} It is, therefore,

{¶ 32} ORDERED, That this matter be decided in favor of Frontier as the Complainant has failed to sustain his burden of proof. It is, further,

{¶ 33} ORDERED, That a copy of this Opinion and Order be served upon all parties of record.

COMMISSIONERS:

Approving:

Sam Randazzo, Chairman

Lawrence K. Friedeman

Daniel R. Conway

DEF/sc

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Case No(s). 17-2114-TP-CSS

Summary: Opinion & Order That the Commission finds that Complainant, Bishop Johnnie Graham Jr., has failed to carry his burden of proof regarding the allegations of his complaint. electronically filed by Docketing Staff on behalf of Docketing