

**In the Matter Of:**

In Re: Sorrel River Ranch vs Frontier Communications

**HEARING, DOCKET NO. 19-041-01**

*May 17, 2019*

*Job Number: 545463*

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

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FORMAL COMPLAINT OF SRR            )Docket No. 19-041-01  
PARTNERS, LLC d/b/a SORREL        )Hearing Officer:  
RIVER RANCH RESORT & SPA         )Michael Hammer  
AGAINST FRONTIER                    )  
COMMUNICATIONS                     )HEARING  
                                      )  
                                      )

May 17, 2019  
10:00 a.m.

LOCATION:  
Public Service Commission  
160 East 300 South,  
Fourth Floor, Room 403  
Salt Lake City, Utah 84111

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Karen Christensen  
- Registered Professional Reporter -  
- Certified Shorthand Reporter -

Job No. 545463

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A P P E A R A N C E S

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ALSO PRESENT:

Carl Erhart  
Michael Giles  
Dave Ciani

VIA TELEPHONE:

Carlos Cardona  
Mitch Johnson  
Elizabeth Rad  
Chuck McCown

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1 May 17, 2019

10:00 a.m.

2 P R O C E E D I N G S

3 HEARING OFFICER: Let's go on the record,  
4 please. Good morning. This is the time and place  
5 noticed for a hearing in the formal complaint of SRR  
6 Partners, LLC, dba Sorrel River Ranch Resort & Spa  
7 against Frontier Communications. This is Commission  
8 Docket No. 19-041-01. My name is Michael Hammer and I'm  
9 the Commission's designated presiding officer.

10 Let's go ahead and take appearances,  
11 beginning with the complainant.

12 MR. MECHAM: Good morning. Steve Mecham,  
13 representing Sorrel River Ranch.

14 MR. THOMSON: Good morning, Your Honor.  
15 George Thomson representing Frontier Communications.

16 REPORTER: Is your mic on?

17 MR. THOMSON: There we go.

18 MR. MECHAM: I should have noticed as  
19 well -- or mentioned as well, I've got Dave Ciani with  
20 me, who will be testifying for Sorrel River Ranch. He's  
21 the managing director of the ranch.

22 HEARING OFFICER: Thank you, Mr. Mecham.  
23 And, Mr. Thomson, we have his name for the record.

24 Mr. Thomson, would you like to introduce any  
25 witnesses.

1 MR. THOMSON: Yes, sir. We've got Mike  
2 Giles, who is sitting to my left, and on the phone we  
3 have Carlos Cardona.

4 MR. JOHNSON: And Mitch Johnson from  
5 Frontier.

6 HEARING OFFICER: Is there anyone else on  
7 the line?

8 MR. JOHNSON: Mitch Johnson.

9 HEARING OFFICER: Yes, I understand. I  
10 heard you, Mr. Johnson. I was wondering if there were  
11 any additional parties.

12 MS. RAD: Elizabeth Rad for Sorrel River.

13 HEARING OFFICER: Mr. Mecham, do you intend  
14 to call Ms. Rad?

15 MR. MECHAM: It's possible.

16 HEARING OFFICER: Okay. All right. Are  
17 there any preliminary matters before we begin?

18 MR. MOORE: Excuse me, Mr. Hammer.

19 HEARING OFFICER: Mr. Moore.

20 MR. MOORE: I'm not in my usual place.

21 HEARING OFFICER: Nice to see you.

22 MR. MOORE: Robert Moore, AG's office,  
23 representing the Office of Consumer Services. If I may  
24 make a brief statement on the record, if there's no  
25 objection.

1 HEARING OFFICER: Is there an objection?

2 MR. THOMSON: I don't have anything to  
3 object to yet, Your Honor.

4 MR. MECHAM: I do not object.

5 MR. MOORE: The Office does not generally  
6 participate in this type of complaint hearing; however,  
7 we're anticipating shortly filing a notice for agency  
8 action for a wider investigation of Frontier, and I'd  
9 like to participate in this hearing to ask a few brief  
10 questions in that regard. I will not stray outside the  
11 allegations in this -- in the complaints and the  
12 pleadings so far filed.

13 HEARING OFFICER: Any objection to  
14 Mr. Moore's participation in the hearing?

15 MR. MECHAM: Not from us.

16 MR. THOMSON: No objection.

17 HEARING OFFICER: All right. Thank you.  
18 Welcome, Mr. Moore.

19 Are there any other matters before we begin?

20 MR. THOMSON: No, sir.

21 HEARING OFFICER: Would the counsel prefer  
22 witnesses who are present take the stand or remain  
23 seated at counsel's table? I'll ask you first,  
24 Mr. Mecham.

25 MR. MECHAM: I could go either way. He's

1 with me here. But if it's more comfortable for you, we  
2 could have him take the witness seat.

3 HEARING OFFICER: I have no preference.  
4 Mr. Giles -- or, pardon me. Mr. Thomson?

5 MR. THOMSON: I think Mr. Giles can testify  
6 where he is, unless the reporter prefers him to be on  
7 the stand up there.

8 HEARING OFFICER: Ordinarily, it would be a  
9 matter of counsel doing cross-examination, I think,  
10 wanting to see the witness on the stand. So if no one  
11 objects, we'll just allow witnesses to stay seated.

12 Mr. Mecham?

13 MR. MECHAM: I may quickly ask if Mr. Dave  
14 Coke is on the line.

15 MR. COKE: I am here.

16 MR. MECHAM: Okay.

17 HEARING OFFICER: And Mr. Coke is with your  
18 client?

19 MR. MECHAM: He is. He's a technician that  
20 does -- he's a contractor that does work on the customer  
21 premise equipment, and that may come up in the hearing,  
22 so it's possible he could testify, as well, and be  
23 sworn.

24 HEARING OFFICER: All right. Mr. Ciani --  
25 Mr. Mecham, I expect you intend to call Mr. Ciani as



1 your first witness.

2 MR. MECHAM: I do. May I make just a brief  
3 opening statement?

4 HEARING OFFICER: Of course.

5 MR. MECHAM: Let me just set the stage, and  
6 if Mr. Thomson wants to do likewise, that's fine.

7 Sorrel River Ranch filed its complaint  
8 because of very troubling service that they'd been  
9 receiving. And a public utility in the State of Utah is  
10 still -- under Title 54-3-1, 54-8b-3.3, and Rule  
11 746-340, are under obligation to provide safe, adequate,  
12 and continuous service. The Division of Public  
13 Utilities, under 54-4a-6, is to promote safe and  
14 reliable service.

15 And the Commission, under 54-4-7 and 8, has  
16 broad, vast power to require the utility to provide  
17 adequate service. Of course, "adequate service" is not  
18 a defined term in the statute, but our contention is  
19 that what we've received at Sorrel River Ranch is so far  
20 below adequacy that this had to be filed and the  
21 Commission must take action.

22 And I don't know if Mr. Thomson wants to  
23 respond to that; otherwise, we're prepared to call  
24 Mr. Ciani.

25 HEARING OFFICER: Mr. Thomson, do you

1 have an opening statement you'd like to make?

2 MR. THOMSON: No, Your Honor, we'll go ahead  
3 and proceed.

4 HEARING OFFICER: All right. Mr. Ciani, do  
5 you swear to tell the truth?

6 MR. CIANI: I do.

7 HEARING OFFICER: Thank you.

8 DAVID CIANI,  
9 called as a witness by and on behalf of the Sorrel River  
10 Ranch Resort & Spa, having been first duly sworn, was  
11 examined and testified as follows:

12 DIRECT EXAMINATION

13 BY MR. MECHAM:

14 Q. Mr. Ciani, would you identify yourself by  
15 giving your name, your business address, and for whom  
16 you're testifying in this proceeding?

17 A. Absolutely. My name is David Ciani. I'm the  
18 manager-director of Sorrel River Ranch Resort & Spa,  
19 which is located at mile 17, Highway 128 in -- outside  
20 the town of Moab, Utah.

21 Q. Thank you. And just -- sort of as a  
22 preliminary matter, before we get into the meat of your  
23 testimony, the parties agreed, after a technical  
24 conference in this docket, to meet together on May 10th  
25 to -- I'm not a hundred percent sure what the -- what the

1 intention was, but certainly one of them was to test and  
2 look at the customer premise equipment to see if that was  
3 the problem.

4 Can you tell us what the outcome of that was,  
5 since the presiding officer wasn't at that technical  
6 conference?

7 A. My report back was that there were no  
8 internal deficiencies with our system.

9 Q. And Mr. Coke is also on the line, who is the  
10 technician, as I stated before, who deals with the  
11 customer premise equipment who can answer any questions,  
12 if there are any. So -- but the implication of that is  
13 that what the problems are rest on the Frontier network  
14 side.

15 Okay. Mr. Ciani, would you just describe the  
16 kind of service that Sorrel River Ranch is receiving and  
17 the impact it's having on your business?

18 A. The service has been tremendously awful, to  
19 an extent of bringing us here today, and the impact on  
20 the business has been significant. And I do have some  
21 detailed data to share, both from our current year pace  
22 report from reservations on the books, as well as a lot  
23 of anecdotal information that I'd be happy to share about  
24 the experiences and comments we've received from both our  
25 staff and our residents of the property who reside on

1 property to operate the ranch, as well as our valued  
2 guests.

3 **Q. Go ahead and just describe what's happening,**  
4 **the lost calls, the outages, all of that.**

5 A. Yeah. Well, I started with the ranch in  
6 April of 2017, and when I first got involved, I was  
7 appalled by the lack of quality and reliability in both  
8 the phone and internet service at the property.

9 We are a luxury guest ranch. We have an  
10 average daily rate of over \$700 per night, and the  
11 expectations for service and reliability of technology  
12 and operations is crucial and critical to the success.  
13 Our reputation is critical. On-line reviews, and our  
14 relationship with high-end agencies, travel agents, and  
15 wholesalers is also critical for the success of the  
16 business.

17 Upon initially investigating what was going  
18 on with the service, I became aware of our infrastructure  
19 that brought the phone service to the property. And I  
20 also became aware that we simply had no other  
21 alternatives. We did not have another service provider  
22 available to us. And for the time between April 2017 and  
23 November of 2018, I, like the majority of our staff and  
24 our guests and other residents and business owners in the  
25 area, accepted what I would describe as an inadequate

1 level of service.

2 It was commonplace that we would have calls  
3 dropped or have poor reception. I'd liken it to what you  
4 would expect to get if you were on a cell phone in a very  
5 remote area. It wouldn't be uncommon to drop calls or to  
6 not be able to make a call going out. Oftentimes, you  
7 might be talking to someone and it sounds like you're in  
8 a wind tunnel, that they're far away or there's just  
9 undue static.

10 But, generally speaking, we accepted this  
11 level of service as being our only alternative. And for  
12 well over the year that I was with the property, that was  
13 just our status quo, our normal as we operated.

14 In -- beginning around November of 2018 is  
15 when we had what I would describe for the business as a  
16 catastrophic event. We began to consistently lose the  
17 ability to use our phone service. We would drop calls  
18 routinely, and we would go, many times, several hours  
19 without any phone service whatsoever.

20 Oftentimes, I was not able to get in touch  
21 with the property. I couldn't get ahold of the general  
22 manager. We would -- were losing guest reservations and  
23 creating negative experiences before our potential guests  
24 had even booked.

25 In February, we started logging dropped calls

1 because it was becoming such a problem. And I have a  
2 dropped call log that I printed out with me, and this is  
3 a Google sheet that we used internally to log calls.  
4 These are, by no means, all of the dropped calls, but  
5 every one that was manually logged. Starting on the 8th  
6 of February, I have 141 dropped calls between then and  
7 the end of March, to give you an idea of the magnitude.  
8 And that's only during the time when we actually did have  
9 phone service.

10 The level of impact it had on our business --  
11 right now I'm looking at our pace report for the year,  
12 and we're \$214,000 down from the same time last year in  
13 individual transient reservations. Over the last several  
14 years, we've been seeing between a 5 and 20 percent  
15 annual increase in those statistics.

16 Beyond the lost revenue, the magnitude of  
17 guest experiences has hurt us tremendously. We've had  
18 many guests leave upset. Again, at our level of service  
19 for our business, it's just simply unacceptable to not  
20 have phones work. If you're a guest and you're staying  
21 in a guest room and you can't call to the front desk, if  
22 you have an emergency and you can't get out, if you can't  
23 call your loved ones, there is no exception, there is no  
24 excuse, and there is no response that we can provide.

25 That impact further resonates into our staff

1 and the people who live on our property. We have, in  
2 season, over 70 people who live on the ranch, and these  
3 are full-time employees who operate the property. And  
4 they also suffer from the lack of service, can't call  
5 their friends and family and have to put up with an  
6 incredibly frustrating work environment that hurts the  
7 staff morale and, certainly, you know, leads to a  
8 negative work environment for the staff.

9 **Q. Mr. Ciani, does your internal network monitor**  
10 **the downtime?**

11 A. Yes, it does. We have a service called  
12 Binary Canary, and it's a monitoring service that is  
13 constantly pinging the signal that Frontier is bringing  
14 into the property. And we have a report here that we  
15 printed out since 2017. It monitors all of the  
16 interruptions in service. You've -- I think that the  
17 Public Service Commission has been provided with a list  
18 of outages from Frontier that were over 30 minutes.

19 MR. MECHAM: Actually, you haven't yet, but  
20 that will become an item we'll discuss. In discovery,  
21 Frontier provided us a number of outages that occurred  
22 within the last two years. And during a light period,  
23 we have a document to introduce now that is an internal  
24 measurement of the downtime that their own network  
25 monitored.

1 MR. MECHAM: And I'm not sure how we're  
2 going to mark these, Mr. Hammer. How would you --  
3 SRR-1, is that good?

4 HEARING OFFICER: That's fine.

5 MR. MECHAM: Okay.

6 HEARING OFFICER: Do you have copies for  
7 everyone?

8 MR. MECHAM: I do. Yes, I do.

9 (Exhibit No. SRR-1 was  
10 marked for identification.)

11 **Q. (BY MR. MECHAM) Perhaps you could repeat**  
12 **again exactly what this is showing.**

13 A. Yes. So this service is monitoring the  
14 signal coming in from Frontier, and it is calculating the  
15 minutes of downtime every time there's been a service  
16 interruption. And so you can see the date and the  
17 minutes of downtime and every incidence of service  
18 interruption.

19 So my point being is that in addition to the  
20 outages as defined as, you know, 30 minutes or more by  
21 Frontier, we've had many, many short-term outages in  
22 addition to the numerous dropped calls, which, again, had  
23 been commonplace at the property for many years, as well  
24 as reception challenges, including static, wind-tunnel  
25 effects, and other types of impairments that would



1 prohibit communication.

2 Q. And so one of the reasons this is significant  
3 is because it's within the same time period as the  
4 document that -- of outages that Frontier gave us, but it  
5 isn't exactly the same because it's showing both  
6 internal -- what's happening to you internally as well as  
7 what's -- and they show what's happening externally; is  
8 that correct?

9 A. Correct.

10 Q. Okay.

11 MR. MECHAM: And you'll note that it does  
12 show how many minutes and gives the date that the system  
13 was down based on the Binary Canary product that they  
14 use to monitor.

15 You know, for simplicity's sake, we did one  
16 short round of discovery, and whether it's in direct or  
17 on cross, I'm going to be referring to that a lot. I'm  
18 wondering if, perhaps, I could enter that as Exhibit 2  
19 -- SRR-2.

20 HEARING OFFICER: I don't have any  
21 objection.

22 MR. MECHAM: Okay.

23 HEARING OFFICER: I hear none from the other  
24 parties.

25 MR. THOMSON: Well, Your Honor, this is the

1 first time we've seen this document.

2 HEARING OFFICER: Why don't you give  
3 Mr. Thomson an opportunity to take a look at it before  
4 you --

5 MR. THOMSON: I mean, I'm not sure.

6 MR. MECHAM: Actually, it's not the first  
7 time. They're the ones that provided it to us. This is  
8 their response to us with all of the general objections.  
9 It's their document, not mine.

10 MR. THOMSON: I'm sorry, Your Honor. I  
11 thought they were referring to the Binary Canary report  
12 that they placed in front of us for the first time  
13 today.

14 MR. MECHAM: Well, you're right.

15 HEARING OFFICER: Well, go ahead and  
16 distribute the next document and we'll discuss them  
17 both.

18 MR. MECHAM: May I just say, yeah, it's  
19 true, we just -- they did no discovery. We're on a  
20 short, expedited time frame of the difficulty that their  
21 service is causing the Sorrel River Ranch, so there's  
22 likely going to be quite a few things that come up that  
23 they haven't yet seen. Under normal circumstances, we  
24 would have done prefiled testimony, but we didn't do  
25 that in an effort to try to get this thing fixed on an

1 expedited basis.

2 (Exhibit No. SRR-2 was  
3 marked for identification.)

4 MR. MECHAM: And we've marked that as SRR-2,  
5 on the assumption that we would use that during the  
6 proceeding. And, perhaps, I was going to use this on  
7 cross, but we may as well get it out.

8 This is -- this is the document that  
9 Frontier gave to us in response to -- I believe it's  
10 1.3. We asked for the number of outages that their  
11 system recorded during the most recent two-year period  
12 and these -- this shows from May of 2017 to about May of  
13 2019.

14 And I will say, Mr. Hammer, that we -- this  
15 is a very long document, horizontally, going left to  
16 right, and so the way I had to print it out was one page  
17 at a time. So each sequential page would really be to  
18 the right of the one before it. So you will see that  
19 there are 44 outages recorded in that period, and then  
20 the 44 lines in each subsequent page refer to that first  
21 page, and I will mark that as SRR-3.

22 And I will likely just use this mainly on  
23 cross, but I wanted it next to the analysis done by the  
24 internal system as well, because there is -- they really  
25 don't -- they correspond in time, but not necessarily

1 per minute.

2 And you will see in one of the -- in the  
3 response that Frontier's network records outages that  
4 are 30 minutes or greater. And Sorrel River Ranch is  
5 anything, and that is a minute or even less than that  
6 that cause down or outages and lost calls. So it -- it  
7 shows the impact of -- a broader impact. And in fact,  
8 let's talk about --

9 I would like to move the admission of SRR-1,  
10 2, and 3.

11 MR. THOMSON: We don't have any objection.

12 HEARING OFFICER: All right. They're  
13 admitted, then.

14 Before we move on to additional questions,  
15 it would help me if we could lay a little foundation for  
16 SRR-1. It's been admitted into the record, but help me  
17 just understand a little better what it is. Is this a  
18 direct printout, for example, from the Binary Canary  
19 software or --

20 THE WITNESS: That's correct.

21 HEARING OFFICER: Okay. And the date format  
22 appears as day, month, year?

23 THE WITNESS: That's correct.

24 HEARING OFFICER: So this hasn't been  
25 transcribed into a separate spreadsheet? This is

1 printed directly from the software?

2 THE WITNESS: No, sir, we printed that  
3 straight from the software -- the report from the  
4 software.

5 HEARING OFFICER: Thank you. Go ahead,  
6 Mr. Mecham.

7 MR. MECHAM: Thank you.

8 Q. (BY MR. MECHAM) Mr. Ciani, has Sorrel River  
9 Ranch entered into a contract for service with Frontier?

10 A. Yes, we have. Most recently -- in July of  
11 2014, there was a contract that was signed. It was a  
12 three-year contract. And upon termination of that  
13 contract, we continued, under the clause of that  
14 contract, to pay the same tariffs that we had agreed to  
15 in 2014. I contacted Frontier in 2018 and began  
16 communications with an account rep who provided us a  
17 relatively significant better rate if we were to sign a  
18 two-year agreement.

19 During the negotiations, we were having the  
20 experiences that we're here today to discuss and,  
21 essentially, was told that the only way that we would not  
22 continue to be charged what, to me, I believe is an  
23 exorbitantly high tariff of nearly over \$4,000 a month  
24 for both our phone and internet service -- they were  
25 willing to lower it to a more reasonable rate that is

1 certainly more competitive with any market in the U.S.,  
2 but we were forced to sign another two-year agreement,  
3 with the option of some longer term agreements.

4 And so we entered into an agreement in the  
5 very beginning of February of 2019, despite having,  
6 essentially, no service at that time. We have absolutely  
7 no other options, and it's critical to have phone service  
8 for the operation of our business and the health and  
9 safety and well-being of our staff and of our guests. So  
10 we really had no other alternatives.

11 **Q. So let me reiterate -- or have you reiterate.**  
12 **You signed -- even after you had less-than-adequate**  
13 **service, you signed the second contract because you could**  
14 **find no alternative?**

15 A. That's correct. We were paying \$4,000 a  
16 month for no service and we were able to lower that by  
17 agreeing to another two-year term, because we had no  
18 other alternatives.

19 **Q. Okay. Thank you. And let me go back to what**  
20 **we marked as SRR-1 and SRR-3, the outages reports,**  
21 **internal and external.**

22 **Do you know what dates those -- can you tell**  
23 **us what dates those cover, approximately?**

24 A. I'm sorry, what was the question?

25 **Q. When does the report begin recording the**

1 outages?

2 A. I think we started that report in the  
3 beginning of 2017 and ran it through the current 2019  
4 year.

5 Q. And as far as you know -- actually, we can  
6 look. When you look at the date -- dates of the outages  
7 from Frontier, it begins --

8 A. It looks like it started in May of 2017 --

9 Q. Okay.

10 A. -- and goes through current time.

11 Q. So is -- we can anticipate -- we know that  
12 Frontier changed out radio equipment in December of 2018  
13 and in March of 2019.

14 What was the service like, according to these  
15 outages, in 2017?

16 A. Previously, as I mentioned, the service was  
17 not very good. It was -- it had come to, I think, what  
18 the staff and the residents -- was a generally accepted  
19 bad service. It was as I likened it to cell phone  
20 service in a remote area. It was not unusual to drop  
21 calls. It wasn't unusual to have static or otherwise  
22 feedback or interruption, wind-tunnel type of effects.

23 And generally speaking, the service, you  
24 know, would eventually work, so you may drop a call two  
25 or three times and 10 or 15 minutes later, everything

1 would seem to be back to normal. And that was kind of a  
2 generally accepted level of service from the time I  
3 started in April of 2017 all the way up through until  
4 this, you know, catastrophic event where we, you know,  
5 lost -- wholesale lost service and consistently had  
6 problems for a -- more often than not, we would have  
7 either no service or complete interruptions or unusable,  
8 you know, service that worked but was of such bad quality  
9 that we couldn't communicate.

10 **Q. And with the changeout of the radio in March**  
11 **of 2019, has there been any perceived difference -- any**  
12 **improvement?**

13 A. Improvement from the catastrophe of the  
14 winter, yes. We have, since that time, still had more  
15 than one documented outage and some reception issues as  
16 well.

17 MR. MECHAM: Mr. Ciani is available for  
18 cross-examination.

19 HEARING OFFICER: Mr. Thomson?

20 MR. THOMSON: Thank you, Your Honor.

21 CROSS-EXAMINATION

22 BY MR. THOMSON:

23 **Q. Good morning, Mr. Ciani.**

24 **Is there any reliable cell service at Sorrel**  
25 **River Ranch?**



1           A.    I would not call it reliable.  It's possible  
2   to get a signal in certain areas of the ranch at certain  
3   times.

4           **Q.    And you described the ranch as located in a**  
5   **remote rural area?**

6           A.    It's 17 miles upstream on the Colorado River  
7   from the town of Moab, Utah.

8           **Q.    And it's a fact that you never provided this**  
9   **Binary Canary report to Frontier before today, correct?**

10          A.    I personally did not.

11          **Q.    Do you know if anyone at Sorrel River Ranch**  
12   **did?**

13          A.    I do not know that.

14          **Q.    Let's see.  You've already discussed that you**  
15   **signed a new Frontier service agreement in February of**  
16   **2019, correct?**

17          A.    That's correct.

18          **Q.    Are you aware that tariff service rates are**  
19   **filed with and approved by this Commission?**

20          A.    Well, I would assume that's true, because you  
21   just said that, but I did not know exactly how tariffs  
22   are set in the State of Utah.

23                   MR. THOMSON:  Your Honor, I don't have any  
24   further questions.

25                   HEARING OFFICER:  Mr. Moore?

1 MR. MOORE: Just a couple of questions.

2 CROSS-EXAMINATION

3 BY MR. MOORE:

4 Q. Just a couple of questions.

5 What's the earliest that you can recall that  
6 you reported THE problems that you've described to  
7 Frontier?

8 A. That's a good question. I don't know that I  
9 can answer that with a hundred percent certainty of the  
10 date. I would say that I believe that there was reports  
11 of challenges in the year of 2017.

12 Q. And your testimony is these problems have  
13 been fairly continuous?

14 A. Yeah. As I said, that -- you know, between  
15 the time that I started with the ranch in April of 2017  
16 and November of 2018, there were -- it was not uncommon  
17 to drop calls or have poor reception and, at times,  
18 outages, as shown on the document that Frontier provided.

19 Q. Have you ever received a bill credit from  
20 Frontier?

21 A. We have been receiving some credits, as they  
22 communicated, on our recent bills. We have not fully  
23 been credited back all of the expenses that we incurred  
24 during the time that they had committed to reducing our  
25 invoices. They've been adding those credits towards

1 current invoices as we move forward.

2 Q. Have you ever experienced an outage that  
3 lasted over 24 hours?

4 A. I can't answer that question for certainty.

5 Q. Do you have a copy of SRR-2?

6 A. I have reviewed it, yes.

7 Q. On the second page there seems to be, about  
8 halfway down, a 41-hour outage. Is that how you  
9 understand the document?

10 A. That is what it looks like to me, yes, sir.

11 Q. I'm going to hand you a document that I got  
12 from a footnote -- I'll represent that I got it from  
13 footnote 2 on Frontier's Answer to your formal Complaint.  
14 It was represented to be the terms and conditions of  
15 Frontier's business services.

16 Can I have you -- have you seen a document  
17 like that before?

18 A. You know, I don't know that -- this is a  
19 rather significant document. I can't say I've seen this  
20 exact document before, but I have reviewed the agreements  
21 that we have engaged with Frontier.

22 Q. If you haven't seen that exact document  
23 before, I just won't ask you the question.

24 MR. MOORE: I'm finished. Thank you.

25 HEARING OFFICER: Let me just ask a couple

1 of questions.

2 With respect to Exhibit SRR-2, my  
3 understanding is that this is a document provided by the  
4 company that records its record of outages. Correct.

5 MR. MECHAM: Correct.

6 HEARING OFFICER: And those have to be  
7 outages of at least a duration of --

8 MR. MECHAM: Thirty minutes.

9 HEARING OFFICER: -- thirty minutes. So --  
10 and this is confusing, because the pages aren't  
11 numbered. And I appreciate, Mr. Mecham, that it's very  
12 difficult to print a spreadsheet, but if we flip to the  
13 page where we see the end date of the outage, which is,  
14 perhaps, five pages -- I think it's the fifth page in  
15 the exhibit -- the first line says --first row says  
16 "Start Time," "End Date."

17 MR. MECHAM: We got it.

18 HEARING OFFICER: So the first outage we see  
19 recorded on the company's document is May 29th, 2017.  
20 When I turn around and I look at SRR-1, if I'm reading  
21 it correctly, I don't see any outage recorded there on  
22 that date.

23 THE WITNESS: You know, Your Honor, I can't  
24 say with any definitivity, but what I would say is if  
25 there was a loss of power, that may have resulted in

1 that monitoring service not recording the data. But I'm  
2 not -- I don't have enough technical knowledge to tell  
3 you exactly what would happen from looking at those two  
4 pieces of information.

5 HEARING OFFICER: So if power at the ranch  
6 were lost, then Binary Canary wouldn't necessarily  
7 capture the outage?

8 THE WITNESS: That's possible.

9 HEARING OFFICER: That's the only question I  
10 have right now. Mr. Mecham, did you have any recross --  
11 or redirect?

12 MR. MECHAM: I do not.

13 HEARING OFFICER: Thank you. Would you like  
14 to call another witness?

15 MR. THOMSON: Your Honor, may I have an  
16 opportunity to ask a couple of questions, based on the  
17 Attorney General's questions?

18 HEARING OFFICER: Of course.

19 MR. THOMSON: Thank you.

20 FURTHER CROSS-EXAMINATION

21 BY MR. THOMSON:

22 Q. Mr. Ciani, looking at SRR-2, would you agree  
23 with me that there were a total of two trouble tickets  
24 called in regarding service in 2018 and 2019?

25 MR. MECHAM: I think that document speaks

1 for itself, does it not?

2 **Q. (BY MR. THOMSON) So you agree with me?**

3 MR. MECHAM: Where are you pointing him to?

4 MR. THOMSON: Down at the bottom of the  
5 document.

6 MR. MECHAM: Which page?

7 MR. THOMSON: There's one page on this  
8 document.

9 HEARING OFFICER: Which exhibit are you  
10 referring to?

11 MR. MECHAM: SRR-2 is --

12 MR. THOMSON: Is this SRR-2?

13 MR. MECHAM: No. I haven't entered that one  
14 yet.

15 **Q. (BY MR. THOMSON) All right. Can you look at**  
16 **the document that's labeled Sorrel River Ranch Repair**  
17 **Ticket History that was produced in discovery?**

18 MR. MECHAM: But it's not part of the  
19 record.

20 HEARING OFFICER: I don't have a copy of  
21 that document yet. It hasn't been entered.

22 MR. THOMSON: Well, then we'll look at this  
23 on our direct, then, Your Honor.

24 **Q. (BY MR. THOMSON) The other question I had:**  
25 **Who is the commercial power supplier at the ranch?**

1 A. Rocky Mountain Power.

2 Q. And are there outages frequently with Rocky  
3 Mountain Power?

4 A. Define "frequently."

5 Q. Well, more than once every six months?

6 A. I would say that it's likely that there's at  
7 least one outage every six months, but I'm sure you could  
8 find that information out from them. I don't have the  
9 record of all their power outages in my head.

10 MR. THOMSON: Sure. I have no further  
11 questions, Your Honor.

12 HEARING OFFICER: Thank you.

13 Mr. Mecham, anything else from Mr. Ciani?

14 MR. MECHAM: Nothing at this time.

15 HEARING OFFICER: All right. Would you like  
16 to call another witness?

17 MR. MECHAM: I don't think we need to at  
18 this point.

19 HEARING OFFICER: All right. Then we'll  
20 turn to you, Mr. Thomson.

21 MR. THOMSON: Thank you. Your Honor, we'll  
22 call Mike Giles.

23 HEARING OFFICER: Mr. Giles, could you swear  
24 to tell the truth?

25 THE WITNESS: I do.

1 Is that better? There we go.

2 I do.

3 MICHAEL GILES,  
4 called as a witness by and on behalf of Frontier  
5 Communications, having been first duly sworn, was  
6 examined and testified as follows:

7 DIRECT EXAMINATION

8 BY MR. THOMSON:

9 **Q. Please give us your name.**

10 A. Mike Giles.

11 **Q. And are you employed by Frontier**  
12 **Communications?**

13 A. Yes, I am.

14 **Q. In what capacity, sir?**

15 A. Currently, I serve as local manager for  
16 Frontier.

17 **Q. And in that position, can you briefly**  
18 **describe your duties?**

19 A. Currently, I'm an operations supervisor, is  
20 technically what I am, and so I'm over the technicians  
21 and all the services provided in the State of Utah for  
22 Frontier as well as in Arizona.

23 **Q. How long have you been with the company?**

24 A. This is my 40th year.

25 **Q. And have you worked in Utah that entire time?**



1           A.    No.  I worked in Arizona and California and  
2    -- the largest amount of time in Utah, some 20 years.

3           **Q.    Are you familiar with issues in Castle**  
4    **Valley?**

5           A.    I am.

6           **Q.    Can you describe Frontier's network leaving**  
7    **Moab and going into Castle Valley?**

8           A.    Castle Valley and where Sorrel is, in  
9    Professor Valley, is currently served by a radio that  
10   goes from Moab up to a mountaintop called Bald Mesa  
11   approximately 9,000 feet.  And then that microwave radio  
12   shot hits a bluff above Castle Valley and then down into  
13   our Castle Valley office, and then SRR is served via  
14   copper facility from that office, some five miles out to  
15   their location.

16          **Q.    And when you say "office," describe what**  
17    **exists on the ground at the end of the microwave radio**  
18    **shots.**

19          A.    Our Castle Valley remote office is what we  
20   call a central office.  It's basically a wire center in a  
21   location where we have equipment to serve not only voice  
22   but data from that office.

23          **Q.    Does anyone physically work there --**

24          A.    No.

25          **Q.    -- on a daily basis?**

1 A. No.

2 Q. So would this be characterized as a remote  
3 terminal?

4 A. It's a remote terminal, correct.

5 Q. And how is the signal taken from the Moab  
6 central office to Bald Mesa?

7 A. Via microwave radio.

8 Q. Was there ever any copper cable into Castle  
9 Valley that was used to serve customers there?

10 A. No. It's been radio for the entire time.

11 Q. And when you say "the entire time," how long  
12 has that radio been in existence?

13 A. I'm aware they've had phone service out there  
14 for some 50 years. Could be longer, but I'm aware of at  
15 least 50.

16 Q. Is there any cell service in that valley?

17 A. Extremely spotty, depending on the -- you  
18 know, the provider.

19 Q. So you've described the terrain generally.  
20 Can you tell us a little bit about what exists at Bald  
21 Mesa?

22 A. Bald Mesa is a plateau in the La Sal  
23 mountains, and I would describe it as extremely remote.  
24 There's a forest road that goes by it, but it's a couple  
25 miles to get up to Bald Mesa. It's a radio site that's

1 not -- used only by Frontier, but other entities as well.

2 **Q. So it's two miles off the forest road?**

3 A. I believe two miles is the shortest.

4 **Q. Do you know why Frontier changed the radio**  
5 **there in December of 2018?**

6 A. The radio was changed out primarily for  
7 Connect America Fund to increase data out to --  
8 there's -- there was some pressure to increase the  
9 internet usage out there and the data out there. So as  
10 -- part of that radio changeout was to increase the  
11 bandwidth to provide to the customers in Castle Valley,  
12 Castleton and Professor Valley.

13 **Q. And Connect America Fund is something managed**  
14 **by the FCC, correct?**

15 A. That is correct.

16 **Q. Do you recall how much it cost to replace**  
17 **that radio?**

18 A. I do not have the exact figures in there.  
19 Somewhere in the neighborhood of a hundred thousand.

20 **Q. Mr. Giles, after the formal complaint was**  
21 **filed, what has Frontier's response been, at least**  
22 **internally to manage the service?**

23 A. A couple of things that go -- number one,  
24 daily calls, because we were aware of the issue after the  
25 radio was changed out on the 18th of December. We've had

1 daily, weekly calls to manage those issues, as well as  
2 formulate plans going forward. Monitoring -- constant  
3 monitoring not only on the radio, but with calls to  
4 customers and those people that were affected by that.

5 **Q. Are there any alarms or other monitoring**  
6 **devices that are being used on those circuits at this**  
7 **time?**

8 A. Test equipment. So we're able to look at it  
9 and see if we had any radio hits, any delays. We're able  
10 to see that now to monitor whether or not the service is  
11 down or just it took temporary hits that may or may cause  
12 outages. It may or may cause dropped calls.

13 **Q. And I'm looking at, I think, what's been**  
14 **marked as Sorrel River Ranch Exhibit 2.**

15 **Are you familiar with this document -- this**  
16 **spreadsheet?**

17 A. I've seen it. One of the things that I  
18 looked at -- this is the outages in the Moab exchange.  
19 This is how we measure things, as far as outages not  
20 specifically to a particular area. Now, Castle Valley  
21 outages could be in here, but this is all the outages at  
22 the Moab exchange in this time period on here.

23 For instance, the one we talked about just a  
24 minute ago, that 41-hour outage, did not affect Castle  
25 Valley. That was south of Moab.

1           **Q.   Roughly, how many customers are served on the**  
2 **radio network that provides service to Sorrel River**  
3 **Ranch?**

4           A.   Just under 300.

5           **Q.   And how many customers are served by the Moab**  
6 **central office?**

7           A.   I don't recall a number at this time. I  
8 mean, I'm not sure.

9           **Q.   But the number would be greater than --**

10          A.   Oh, much greater than that, yeah.

11          MR. THOMSON: One moment, Your Honor.

12          THE WITNESS: I was going to say 25, so  
13 2,300 access lines, from our document.

14          MR. THOMSON: I don't have any further  
15 questions, Your Honor, and I'll release the witness for  
16 cross.

17          HEARING OFFICER: Before we move on to  
18 cross, just to clarify, the 2,300 access lines you just  
19 referred to are in what area?

20          THE WITNESS: Moab exchange itself. So  
21 Castle Valley being an area part of that exchange.

22          HEARING OFFICER: And Castle Valley has  
23 approximately 300?

24          THE WITNESS: Just under 300.

25          HEARING OFFICER: And one other point of

1 clarification. I believe when Mr. Thomson was asking  
2 you questions, he referred to what is referred to --  
3 what has been marked as -- what he referred to as SRR-2.  
4 He was referring to the spreadsheet that the company  
5 provided of its recording of outages. I believe that's  
6 SRR-3.

7 MR. THOMSON: Is that 3? Okay. I stand  
8 corrected.

9 HEARING OFFICER: Mr. Mecham, does that  
10 comport with your understanding?

11 MR. MECHAM: Yes.

12 HEARING OFFICER: Then we will move to  
13 Mr. Mecham for cross-examination.

14 MR. MECHAM: Okay. Thank you.

15 CROSS-EXAMINATION

16 BY MR. MECHAM:

17 Q. Mr. Giles, how far is it from Bald Mesa to  
18 Moab?

19 A. I believe it's 15 miles driving, and I don't  
20 know the airline -- I don't know the air -- as the crow  
21 flies, how far it is. I believe it's about 15 miles.  
22 You go out to Pack Creek and then back up on the loop  
23 road to get to Bald Mesa.

24 Q. So it's not like it's across the state or  
25 anything like that or across the county? It's 15 miles

1 away?

2 A. Across the county, yes; across the state, no.

3 Q. Okay.

4 A. I believe there's about a 6,000-foot  
5 elevation climb, somewhere, plus or minus on that.

6 Q. And is 44 outages every two years normal? Is  
7 that normal for Frontier?

8 A. I don't -- I'm not sure what -- how to answer  
9 that. I know 44 outages depends on where. In an  
10 exchange like Moab -- with Moab itself, that would be  
11 normal.

12 Q. Normal for Frontier?

13 A. I serve in a lot of areas. I mean, there's a  
14 lot of -- these are every outage over 30 minutes, some of  
15 Frontier's issues, some external.

16 Q. Do you know why Frontier has not sought  
17 Universal Service Funds from the State?

18 A. No, I don't -- I don't have the specific  
19 information on why. That's not a part of my  
20 responsibility.

21 Q. Who would? Is anybody here or on the  
22 telephone who would know that?

23 MR. THOMSON: I believe Mr. Erhart may have  
24 information regarding that.

25 MR. MECHAM: And would he know and

1 understand why or if Frontier did not qualify for State  
2 Universal Service Funds?

3 HEARING OFFICER: We still have the witness  
4 who is testifying to answer.

5 THE WITNESS: I don't know if he does or  
6 not, so...

7 Q. (BY MR. MECHAM) Well, let me ask you this,  
8 Mr. Giles, and I'll get back to that in a minute.

9 How long has Frontier or any of its  
10 predecessors served Castle Valley and Moab in that area?

11 A. Fifty years or so.

12 Q. So the terrain --

13 A. I've been here 40 years, and I started in  
14 Utah. We served it then. That's maybe the best way to  
15 answer that.

16 Q. So it's nothing new to you?

17 A. No.

18 Q. I mean, you know how to provide service in  
19 that area?

20 A. Correct.

21 Q. It's rugged, but there are a lot of rugged  
22 places in Utah served by independent rural telephone  
23 companies?

24 A. Yes.

25 Q. And you do know -- well, let's go to the



1 **Universal Service Fund.**

2 MR. MECHAM: I don't know if Mr. Erhart --  
3 were you intending to bring him on in direct or how  
4 would you -- because I'd like to go to that to try to  
5 figure out the age of the network and the condition of  
6 the network.

7 MR. THOMSON: We didn't intend to present  
8 Mr. Erhart as a witness today.

9 MR. MECHAM: Is he on the line?

10 MR. THOMSON: He's sitting to my left,  
11 beyond Mr. Giles.

12 HEARING OFFICER: If you want to call  
13 Mr. Erhart, we can address that. Why don't you wrap  
14 your examination of Mr. Giles first?

15 Q. (BY MR. MECHAM) Okay. Mr. Giles, have you  
16 looked at the document SRR-3? I guess you did, since you  
17 were looking at it with Mr. Thomson. You pointed one out  
18 in the Moab office.

19 Are you aware of how many of these would have  
20 affected Castle Valley?

21 A. I'm not.

22 Q. Okay. So that one, perhaps, didn't, but  
23 maybe 35 or 40 might have?

24 A. In my tenure -- well, going on 12 years that  
25 I've been back in Utah, I'm aware of two major fiber cuts

1 that lasted just under 24 hours, in 12 years, that  
2 affected all of Moab that would have affected Castle  
3 Valley as well.

4 Q. Okay.

5 A. These were major fiber cuts that would be on  
6 here, outside of this four months that we're talking  
7 about with Castle Valley.

8 Q. Mr. Giles, before the changeout of the radio  
9 first in December of 2018 and then second in March, were  
10 you aware of other issues with dropped calls and need for  
11 upgrade of Frontier's facilities in the area?

12 A. Dropped calls are something that Frontier and  
13 any other providers deal with from time to time,  
14 including the cell companies as well. We did not have a  
15 ration of dropped calls until December, because -- and I  
16 base this on my interaction with customers and, you know,  
17 trouble tickets that were called in at that time.

18 The dropped call situation and intermittent  
19 dial tone situation ramped up after that radio was placed  
20 on the 18th of December. Prior to that, looking at this  
21 Binary report, I'm not aware of the outages or dropped  
22 calls prior to that on a large-scale basis.

23 Q. And so why did -- why did you change out that  
24 radio? Why did you need to change out that radio in  
25 December?

1           A.    The radio, that was changed out as part of  
2 the Connect America Fund upgrade to -- basically for  
3 data, not for voice.

4           **Q.    So the Connect America Fund is the federal**  
5 **fund?**

6           A.    Correct.

7           **Q.    So you qualified for that; otherwise, you**  
8 **wouldn't have gotten the funds, right?**

9           A.    Correct.

10          **Q.    And what is the process in the company -- if**  
11 **you need an upgrade in order to serve your customers**  
12 **well, what do you have to do to get the resources here?**

13          A.    Submit a request to -- and it goes to various  
14 departments, whether it's -- starting in operation and  
15 engineering and the Capital Funding Finance Group as  
16 well. Personally, I'm not involved in that piece of it,  
17 I just know it as a general process.

18          **Q.    So in response -- and this is in -- in the**  
19 **overall response, SRR-2 when asked what other**  
20 **expenditures have been made other than for those radios,**  
21 **the response was "outside of those listed elsewhere, we**  
22 **can" -- "we can identify no expenditures." So there**  
23 **hasn't -- at least in the last three years -- so there**  
24 **hasn't been any other expenditure made to upgrade the**  
25 **services in the area, other than these radios that were**

1 **paid for by CAF funds; is that correct?**

2 A. Not -- I -- no, not -- I'm not aware of any.  
3 Other than, you know, card changeouts or repair or  
4 anything like that, I'm not aware of any capital money,  
5 other than the hundred thousand dollars for that  
6 changeout of the radio.

7 **Q. And that really -- that was federal funding**  
8 **available to all companies that you qualified for, but**  
9 **not capital provided by Frontier; is that correctly**  
10 **characterized?**

11 A. I don't know how that's figured. There  
12 again, not really part of my direct responsibility on  
13 where that funding comes and if it's subsidized or  
14 totally funded.

15 **Q. How old was the radio that was replaced?**

16 A. There again, I don't recall exactly when it  
17 was replaced, but I would say in -- since I've been here  
18 in the last -- eight years, maybe, old, when that radio  
19 was replaced. Two --

20 **Q. So the first radio -- sorry, go ahead.**

21 A. Excuse me. Really, to add bandwidth, not to  
22 change the voice side of it, on both occasions.

23 **Q. So the first changeout was in December and**  
24 **apparently that was a disaster. Why? What happened?**

25 A. I'm going to divert that question to somebody

1 that knows a little bit more about the radio itself. But  
2 a couple of things from my observation, as a general, you  
3 know, local manager, is the vendor that Frontier used in  
4 -- the radio application for that particular device was  
5 inadequate for what we needed. And we realized that and  
6 started procedures -- processes in January -- late  
7 January to replace that vendor, which we ended up doing  
8 on the 21st of March.

9 **Q. And did you have to refund the CAF fund or**  
10 **did the vendor have to do it? I mean, it was either what**  
11 **you didn't need or it was faulty, but, in any case, you**  
12 **didn't duplicate the funding, did you?**

13 A. Not to my knowledge, but I'm not -- there  
14 again, not part of my -- I'm not aware of any refund  
15 fund, other than just go and replace the vendor and  
16 faulty equipment, and then what goes on there, I think,  
17 is still in process.

18 **Q. So there may yet be a refund to the CAF fund**  
19 **for the first radio that didn't work?**

20 A. I wouldn't know that.

21 **Q. Who would?**

22 A. I don't know if any -- I don't know at this  
23 point.

24 **Q. And so the new radio that went in in March,**  
25 **apparently there still must be issues, because there are**

1     **outages and lost calls. What -- what can Sorrel River**  
2     **Ranch expect from Frontier with that second radio?**

3             A.     Well, I'll take part of that, and then I'll  
4     defer the second part to Carlos when he testifies. But I  
5     will tell you that my complaints have almost ceased from  
6     the other customers -- the residential customers in that  
7     area since the changeout at the end of March.

8             As far as dropped calls, as far as outages,  
9     there have been a couple of additional radio hits since  
10    that time, but, overall, I have not had -- other than  
11    normal, you know, out -- normal customer trouble tickets  
12    that were not above normal since the 20th of  
13    March -- 21st of March.

14            **Q.     And when you say "not above normal," what**  
15    **does that mean? How many trouble tickets or issues do**  
16    **you have normally?**

17            A.     I don't know if I can answer that, really.  
18    I'm just saying, at this point in time -- there obviously  
19    was an issue this winter and, at this point in time, I  
20    may go to Castle Valley twice a week, at the most, to  
21    work on an individual's trouble that could be in  
22    Frontier's network or customer issues or just typically  
23    -- and I'm answering this generally -- typical service  
24    issues that you would have anywhere.

25            **Q.     So in response to one of our data requests**

1 you -- or Frontier, anyway, gave us a list of complaints,  
2 and I printed a couple of those out. One of them is from  
3 the Castle Valley Fire Department, which I think was  
4 created March 18th of 2019.

5 Is that after the second radio was --

6 A. No, that was before. The second radio  
7 changeout was the 21st of March.

8 Q. Okay. Mr. Giles, in your testimony I believe  
9 you said that there were a couple of radio hits after the  
10 March 21st installation of the second radio.

11 A. Correct.

12 Q. What do you mean?

13 A. Loss of signal, at that point in time, and  
14 our monitoring. I think we talked about those in our  
15 discovery. One had happened the day before that that  
16 would probably create a dropped call situation. There's  
17 been a couple other days where we've come in and had  
18 errors on the signal since that time, but no additional  
19 trouble tickets per se.

20 And I think Dave mentioned on the discovery  
21 call that he was aware of that. I think it happened at  
22 10:00 at night and 2:00 in the morning, the previous day  
23 of our discovery, to my recollection.

24 Q. And when you have radio issues -- radio hits,  
25 who dispatches -- where do they come from?

1           A.     Currently -- I mean, normally, they're  
2     dispatched from trouble calls, unless it's an outage  
3     itself, and then once the alarm comes in, then we'd go.  
4     Because we're monitoring this circuit, and have been  
5     since December, then we're, I would say, more fully aware  
6     of -- or more sensitive about this circuit and this  
7     particular service because of the issues we've had.

8                     So first thing that my central office  
9     technician does in the morning is check his test meter to  
10    make sure that the circuit didn't take any hits and that  
11    we haven't had any issues, that we didn't have  
12    any -- when I say "hits," any hesitation in the radio or  
13    any -- I can't think of the word I want to use right now,  
14    but just to make sure that there may have not caused any  
15    issues. Verify that with the folks that are monitoring  
16    the radio.

17                    And then Mitch has taken weekly trips out  
18    to -- to Sorrel to look at our meter that's out on  
19    site -- our modem out on site and to pull the data from  
20    that to make sure it coincides what we've seen from the  
21    radio site.

22                    These are not normal practices that we would  
23    be able to do for all our customers, but we've tried to  
24    be more responsive on this piece of it.

25            **Q.     But if you have to repair the radio, is**



1 someone in Moab able to do that, or do they have to come  
2 from Salt Lake or some other place?

3 A. They can log in remotely and look at it. So  
4 those experts can log in remotely and look at the radio,  
5 and they're monitoring as well.

6 Q. But I mean to repair it, not to -- just to  
7 monitor.

8 A. It depends on the outage. A lot of repair  
9 now is software changes and to be able to make  
10 adjustments on software, not physically. Physically,  
11 yes, that may require some outside services to come in,  
12 absolutely.

13 Q. So, remotely, if it's software; if it's  
14 physical, they come from someplace else?

15 A. They may have to, if it's not something that  
16 my local technicians can fix.

17 Q. And that -- if they -- where would they come  
18 from, Salt Lake?

19 A. Various places. Depends on the location of  
20 vendors and where our internal support people are. It  
21 just depends.

22 Q. Mr. Giles, towards the end of last year, did  
23 you have a lot of discussions with Sorrel River Ranch?

24 A. Personally, no, I did not. My technician  
25 talked to their front desk. There was some

1 correspondence via email, but I did not -- I do not  
2 recall having a conversation face-to-face or -- and/or  
3 over the phone. I'm not denying it, I just don't recall  
4 it. I think that's a better way to answer that.

5 **Q. And with the December changeout of the radio,**  
6 **was it the Company's view at that time that that was the**  
7 **solution, that it was done, there was nothing more to do?**

8 A. Nothing more to do as --

9 **Q. As far as repairing the network in order to**  
10 **provide the service.**

11 A. Yeah. That was our understanding, is that  
12 would provide the service required for -- to satisfy the  
13 bandwidth and data requirements.

14 **Q. But then it didn't work out?**

15 A. It did not work out.

16 **Q. In your opinion, what should Frontier have**  
17 **done in order to avoid this in the first place?**

18 A. I'm trying -- obviously, we would have liked  
19 this to have gone much smoother than it did. We relied  
20 on a vendor to provide a radio that was reliable to us  
21 and that did not work out. So, you know, I'd start with  
22 that.

23 Could there have been other things handled  
24 better? There always is, communication, things like  
25 that. Internally, we tried several things to improve

1 that service and work with that vendor to improve that  
2 radio. We made several software changes. We made some  
3 physical changes. We had some difficulty getting up to  
4 the location from a weather standpoint. Probably the  
5 worst weather year that that area has had in all that I  
6 can recall.

7 So there was some challenges that could have  
8 been handled better or could have had better luck with  
9 the weather. It was a factor in some of the response  
10 times. But, overall, we relied on a vendor that we've  
11 done business with in the past, and they didn't deliver  
12 for us.

13 **Q. Did Frontier make the appropriate**  
14 **expenditures in order to maintain the system before the**  
15 **radio problem emerged?**

16 A. I really -- I really can't answer that from  
17 my position.

18 **Q. Who can?**

19 A. I don't -- it may be -- Carlos may be able to  
20 speak to that. He's a radio expert on that. He may have  
21 a little bit more of an idea on that piece of it, so...

22 **Q. You've testified several times that the area**  
23 **is remote, mountainous, subject to the bad weather. Why**  
24 **did you wait to December to change it out?**

25 A. That was when the project was approved and

1 the funding came through. It wasn't my -- that's when it  
2 came. We didn't -- we didn't plan the date for it,  
3 that's just when it was put out there.

4 **Q. When did you apply for it?**

5 A. Apply for?

6 **Q. The money to change out the radio, the CAF**  
7 **funds.**

8 A. There again, I have no idea when that was  
9 done. That wasn't part of my responsibility.

10 **Q. I mean, is Frontier anticipating these issues**  
11 **to try to ensure that service remains high quality or at**  
12 **least adequate?**

13 A. Yeah, I would say so, as somebody that's  
14 worked for the company for a long time. This was  
15 everything -- every effort is done to try to prevent  
16 things like this.

17 **Q. But none of this terrain is a surprise to**  
18 **you, right? I mean, you've been doing this for, you say,**  
19 **50 years -- not you, but the company.**

20 A. Well, the answer -- terrain-wise, getting up  
21 to Bald Mesa, I've never had an eight-man snowcat stuck  
22 in the snow up there in my, you know, 40 years of dealing  
23 with mountaintops. I've never had that situation. So,  
24 you know, it was an unusual challenge.

25 Obviously, December and January wouldn't have

1 been the ideal times to do that, as far as wanting to go  
2 up there, but we've had to go up there in the wintertime  
3 before on existing radio issues, so -- you know, from  
4 that standpoint. But I've never seen the kind of snow  
5 and weather that we had to deal with this year. I'm not  
6 using that as an excuse, I'm just saying it was a fact  
7 this winter, that it was unusually difficult to get up  
8 there.

9 **Q. But the outage report represented on SRR-3**  
10 **shows plenty of outages. And as you say, maybe they**  
11 **don't all apply to Castle Valley, but there are plenty of**  
12 **them that occurred well before any of this trouble**  
13 **emerged at the end of 2018; isn't that correct?**

14 **A.** This document shows everything in Moab, and I  
15 would say Castle Valley represents a very small part of  
16 the outages on this report.

17 **Q. But it's -- it seems to me that 44 outages is**  
18 **extraordinary, whether it affects Castle Valley or not.**  
19 **Does that not reflect on the kind of equipment and the**  
20 **age and condition of the equipment Frontier is using?**

21 **A.** These outages are various, from data outages  
22 to voice outages. You know, so as far as whether it's  
23 adequate or not, I don't have a comparison to what other  
24 companies run in that same time period. This was all the  
25 outages, every last one of them, during that time frame,

1 from small to large outages.

2 **Q. Anything over 30 minutes?**

3 A. Anything over 30 minutes appears to be on  
4 this report.

5 **Q. Okay.**

6 A. Every one of these outages didn't affect  
7 everybody in the Moab exchange, so...

8 **Q. All right. Who -- is it Mr. Erhart who knows  
9 something about the Universal Service Fund?**

10 A. That's my understanding.

11 MR. MECHAM: Maybe we could swear him.

12 HEARING OFFICER: Let's conclude examination  
13 of this witness. Do you have any additional questions  
14 for this witness, Mr. Mecham?

15 MR. MECHAM: No, at this time.

16 HEARING OFFICER: Mr. Moore?

17 MR. MOORE: Just a couple of questions.

18 CROSS-EXAMINATION

19 BY MR. MOORE:

20 **Q. Do you know if Frontier maintains a report of  
21 every time Sorrel Ranch issued a trouble report to you  
22 concerning the problems with the services?**

23 A. Yeah. I think that's documented in one of  
24 the -- that we haven't entered in yet, but I believe so,  
25 yes.

1 MR. MOORE: Are you -- can I ask your lawyer  
2 if you're planning on entering that in, and then I'll  
3 wait for these questions, then.

4 MR. THOMSON: Your Honor, I'd be happy to  
5 enter this. It was produced -- let me back up a little  
6 bit and, for the record, say that this was a document  
7 that was produced as a result of a discovery request  
8 from Mr. Mecham, and it's a log of the repair tickets  
9 called in by Sorrel River. They asked for a two-year  
10 period, we supplied the last decade worth of trouble  
11 tickets.

12 So it's a single page. It's a table, looks  
13 like this. We'll be happy to enter it into evidence. I  
14 can have Mr. Giles validate this on redirect, if we want  
15 to do that.

16 HEARING OFFICER: If you're willing to do  
17 so, and it will be responsive to Mr. Moore's question.  
18 Do we have copies for everyone?

19 MR. THOMSON: I have one copy, Your Honor.

20 MR. MECHAM: I have copies. I have no  
21 objection to it being entered.

22 HEARING OFFICER: Please distribute them.  
23 So, Mr. Thomson, would you like me to mark this as the  
24 company's exhibit?

25 MR. THOMSON: We can do that, Your Honor,

1 sure. We can mark that Frontier-1.

2 HEARING OFFICER: All right. Let this be  
3 marked Frontier-1. And Mr. Thomson has moved for its  
4 admission. Is there any objection?

5 MR. MECHAM: No.

6 (Frontier Exhibit No. 1 was  
7 marked for identification.)

8 HEARING OFFICER: It's admitted.

9 MR. THOMSON: Thank you, Your Honor.

10 HEARING OFFICER: Before you continue  
11 Mr. Moore, Mr. Mecham had just expressed a little  
12 interest in a break. It's been about an hour and 20  
13 minutes. Since we've just received a new exhibit, it  
14 may benefit the parties to look at it a little bit  
15 before we continue.

16 Is there any interest in a 10- or 15-minute  
17 break?

18 MR. MOORE: That would be fine.

19 MR. THOMSON: Fine with us.

20 HEARING OFFICER: All right. We will be in  
21 recess until 11:30.

22 MR. THOMSON: Thank you.

23 (A recess was taken.)

24 HEARING OFFICER: Let's go back on the  
25 record.



1 Mr. Moore, I believe we were with you and  
2 your cross-examination of Mr. Giles.

3 Q. (BY MR. MOORE) Yes. Mr. Giles, I was  
4 speaking about Frontier Exhibit 1, I believe. That's the  
5 Sorrel River Repair Ticket History.

6 Do you have that before you?

7 A. Okay. I've got it, yes.

8 Q. Now, this lists every time Sorrel -- every  
9 time Sorrel River issued a formal trouble report to you;  
10 is that correct?

11 A. That is correct.

12 Q. What are the procedures that Sorrel River  
13 must go through to issue a trouble report?

14 A. They call a central location, 800 number, and  
15 report their -- whatever issues they have to that. That  
16 creates a trouble ticket in our system and is  
17 subsequently dispatched to whatever group is going to  
18 handle that issue. Could be the field where my employees  
19 are, it could be a long-distance group, various different  
20 areas. Not all of these would come out to the field and  
21 require a field visit.

22 Q. Could you look, if it's available to you, for  
23 Sorrel River Ranch Exhibit No. 1? I'm referring to about  
24 the -- your Response to Discovery Requests.

25 A. I'm not sure. Sorrel River 1 is what?

1 Q. It's your response -- I believe it's your  
2 response to Sorrel River's discovery requests.

3 A. Okay.

4 HEARING OFFICER: I believe that's SRR-2.

5 MR. MOORE: That's SRR-2. Sorry about that.

6 Q. (BY MR. MOORE) Will you look at page 4,  
7 Request 1-5?

8 A. Okay. I'm there.

9 Q. And that provides that "Frontier made only  
10 one dispatched service to Sorrel River Ranch in response  
11 to a trouble ticket in the past 12 months."

12 A. Correct.

13 Q. "There were an additional 6 technician visits  
14 in response to Owner and/or Managing Director emails over  
15 the past 5 months."

16 A. Correct.

17 Q. Help me out here. Does that mean the six  
18 technicians in the past five months were dispatched  
19 without a reporting on your repair ticket?

20 A. That is correct. Those were visits made to  
21 the site in response to either something that we observed  
22 or an email from SRR. We made visits out to the site to  
23 start monitoring their PRI circuit which provides their  
24 voice.

25 Q. But the email didn't generate a formal --

1           A.    No, did not. This was on our -- this was us  
2 taking active -- proactive -- I guess reactive to the  
3 email, but proactive stance to go out and visit, check  
4 with the front desk to make sure they hadn't had any  
5 dropped calls, and to retrieve data from our device out  
6 on site there and look at the previous week's report.

7           **Q.    Is there any specific record that deals with**  
8 **your response to email requests that don't go through the**  
9 **800 number?**

10          A.    No.

11          **Q.    Does Frontier have a program of PRI testing,**  
12 **inspection and preventative maintenance?**

13          A.    We have a preventative and maintenance  
14 program, yes.

15          **Q.    Have you filed a description of this program**  
16 **with the Commission?**

17          A.    I do not know that.

18          **Q.    You say that you're not sure why you do not**  
19 **qualify for services in the Utah Public**  
20 **Telecommunications Service Funds; is that correct?**

21          A.    That's correct. I don't -- personally am not  
22 involved in that process at all.

23          **Q.    Do you know if you get any other federal**  
24 **assistance, other than the CAF assistance that you**  
25 **referred to earlier?**

1 A. I do not know.

2 **Q. Did you make a profit last year?**

3 A. That, I don't know specifically.

4 MR. MOORE: That's all I have. Thank you.

5 HEARING OFFICER: A couple of questions from  
6 me, Mr. Giles.

7 When you were asked about the problems that  
8 began in the aftermath of the radio changeout in  
9 December of 2018, you alluded to a vendor. Can you help  
10 me understand what the actual physical problems were?

11 THE WITNESS: Physical problems were the  
12 reliability of that particular radio that we put in.

13 HEARING OFFICER: Was it a compatibility  
14 issue with the model or that particular radio was  
15 somehow dysfunctional?

16 THE WITNESS: I'm going to defer that to the  
17 expert on that piece of it, okay? And he'll -- I  
18 understand he's going to testify, so...

19 HEARING OFFICER: All right. And that radio  
20 was installed to increase bandwidth for internet  
21 service; is that right?

22 THE WITNESS: Correct.

23 HEARING OFFICER: Was that implemented in  
24 connection with an advertised increase of services to  
25 customers?

1 THE WITNESS: No, not until after. And we  
2 have not advertised any because of the subsequent  
3 problems, we've held off on that.

4 HEARING OFFICER: When the complainant's  
5 witness, Mr. Ciani, was testifying, he alluded to  
6 certain billing credits that it has received on its  
7 statement from Frontier.

8 Can you speak to those credits, why they  
9 were issued and the amount of them?

10 THE WITNESS: I personally cannot. You  
11 know, I wasn't involved in that piece of it. So that's  
12 all I know, is credits were issued to all the customers  
13 out in that area. I just don't have the specifics on  
14 it.

15 HEARING OFFICER: And, in your view, as we  
16 sit here today, are there technical issues that exist  
17 that need to be remedied in order for Frontier to  
18 provide the ranch adequate service?

19 THE WITNESS: We don't want them to have any  
20 issues. So if there's any issues that we can control or  
21 fix or whatever, then that's our goal, so...

22 The complaints and the issues that we were  
23 having have diminished significantly. Are there still  
24 issues, tweaks that have to be done to the system to  
25 provide any issues? We've had a couple of what I'd call

1 radio hits since then. There again, I'll defer that to  
2 someone that's the expert on the radio. But at this  
3 point in time, we'll continue to watch it.

4 HEARING OFFICER: I don't want to ask you  
5 for a legal conclusion, that wouldn't be fair. But, in  
6 your view, in your experience, having worked for the  
7 company for many decades, is this service that the  
8 company is providing to Frontier today reasonable and  
9 adequate?

10 THE WITNESS: That we're providing to SRR?

11 HEARING OFFICER: To the Ranch, yes.

12 THE WITNESS: To the Ranch. At this point,  
13 I believe it is. But there again, that's just a general  
14 opinion. Obviously, we don't want any outages and we  
15 react to any that we know about, so... There's still  
16 challenges, you know, it's -- and to serve that area in  
17 particular, there's still challenges and will probably  
18 continue to be.

19 HEARING OFFICER: Is there any specific  
20 action plan that the company has, as of today, in order  
21 to further investigate or address the Ranch's continued  
22 complaints?

23 THE WITNESS: There's ongoing calls every  
24 single day to evaluate where we're at, where our clients  
25 are for the future. This is not typical. This is in

1 response to the issues we've had and to the customers  
2 out there that we'll continue, until we're satisfied and  
3 they're satisfied that the issues have been resolved.

4 HEARING OFFICER: Thank you.

5 Any redirect, Mr. Thomson?

6 MR. THOMSON: No, Your Honor.

7 HEARING OFFICER: Does any other party have  
8 additional questions before we move on?

9 MR. MECHAM: Perhaps just one.

10 FURTHER CROSS-EXAMINATION

11 BY MR. MECHAM:

12 **Q. Mr. Giles, you talk about those radios going**  
13 **in for internet purposes, but don't the telephone calls**  
14 **go over the same network -- over the same circuits?**

15 A. They do, but I don't know specifically. And,  
16 there again, you can direct those questions to a radio  
17 expert to better answer it. But, initially, the radios  
18 were replaced to increase the bandwidth out to that area.  
19 More pressure on the internet than there was on the voice  
20 part of it as well.

21 **Q. Is there a more reliable -- well, isn't there**  
22 **a more reliable way to provide the service?**

23 A. I really couldn't answer that. I mean, I  
24 don't know what your definition of "reliable" is.

25 MR. MECHAM: Thank you.

1 HEARING OFFICER: Any follow-up?

2 MR. THOMSON: No, Your Honor.

3 HEARING OFFICER: All right. Well,  
4 Mr. Mecham had expressed interest in asking questions of  
5 Mr. Erhart. I think it's probably procedurally  
6 appropriate to stick with Mr. Thomson for the time being  
7 and ask you who your next intended witness is.

8 MR. THOMSON: We're going to call Carlos  
9 Cardona, who is an employee for Frontier.

10 HEARING OFFICER: Do you intend to call  
11 Mr. Erhart?

12 MR. THOMSON: I did not, no, Your Honor.

13 HEARING OFFICER: To the extent the other  
14 parties have questions for Mr. Erhart, do you have  
15 objection to his being sworn and answering questions  
16 today?

17 MR. THOMSON: No. I don't think the parties  
18 should have expectation that Mr. Erhart is prepared for  
19 everything they might ask, but I don't have an objection  
20 to Mr. Erhart being sworn in and testifying to what he  
21 knows.

22 HEARING OFFICER: Well, we'll stick with  
23 your preferred order of the witnesses now, then, and  
24 I'll ask you to call your next witness.

25 MR. THOMSON: Thank you.



1 Mr. Cardona, are you still on the line?

2 MR. CARDONA: Yes. Does everybody hear me?

3 MR. THOMSON: Yeah. Thank you. Would you  
4 state your name --

5 HEARING OFFICER: Two quick questions.  
6 First, I assume there's no objection to the witness  
7 telephonically.

8 MR. MECHAM: No, we agreed.

9 HEARING OFFICER: Then I need to swear you.  
10 Mr. Cardona, is it?

11 MR. THOMSON: Yes, sir.

12 HEARING OFFICER: Mr. Cardona, do you swear  
13 to tell the truth?

14 MR. CARDONA: Yes, I do.

15 HEARING OFFICER: Thank you. Go ahead.

16 MR. THOMSON: Thank you, Your Honor.

17 CARLOS CARDONA,  
18 called as a witness by and on behalf of Frontier  
19 Communications, having been first duly sworn, was  
20 examined and testified as follows:

21 DIRECT EXAMINATION

22 BY MR. THOMSON:

23 Q. Carlos, would you state your full name for  
24 the record, please?

25 A. Carlos J. Cardona.

1 Q. And would you spell your last name, please?

2 A. C-A-R-D-O-N-A.

3 Q. Thank you. Are you an employee of Frontier  
4 Communications?

5 A. Yes.

6 Q. How long have you been employed by Frontier?

7 A. Five-and-a-half years.

8 Q. Mr. Cardona, what is your job title?

9 A. I'm the principal senior wireless architect  
10 for Frontier Communications.

11 Q. And in the capacity as the principal senior  
12 architect for wireless communications, can you give us a  
13 general overview of your duties?

14 A. Yeah. We oversee, for companywide,  
15 nationwide, all the technology that gets deployed. We  
16 oversee 450 microwave links that we have deployed and  
17 over 700 tower sites that we have deployed nationwide.

18 Q. So you're familiar with microwave radio  
19 systems like Sorrel River's and the other customers in  
20 Castle Valley?

21 A. The path -- the path from the microwave  
22 network that is taken from Moab to Bald Mesa -- Bald  
23 Mesa, Castle Valley, yes. I'm not familiar from Castle  
24 Valley forward. I don't have any familiarity whatsoever  
25 of what is happening on the network.

1           **Q.    Okay.  Fair enough.  Were you involved with**  
2 **the December 18th replacement of the radio on Bald Mesa?**

3           A.    Yes, I was.

4           **Q.    Can you describe for us what the purpose of**  
5 **that replacement was?**

6           A.    The current radio that was installed, it was  
7 what is called a TDM radio.  It's a radio only to deliver  
8 analog circuits, voice, and data.  Analog circuits are  
9 low speeds in -- for augmenting data for CAF, Connect  
10 America Fund, purposes.

11                   We required these radios, so we implemented  
12 these radios over the network.  We have the same vendor  
13 that we deploy.  We've already been utilizing them for  
14 four years.  We have over 42 links nationwide with them,  
15 and we did not register any issues in the last four years  
16 with them.  We implemented the network in order to  
17 augment the circuit, and that's why the radio was  
18 replaced.

19           **Q.    This was intended to be an upgrade?**

20           A.    Yes.

21           **Q.    And what was the name of the vendor whose**  
22 **radio you used on December 18th?**

23           A.    Cambium Networks.

24           **Q.    Can you spell that for the record, please?**

25           A.    C-A-M-B-I-U-M Networks.

1 Q. Okay.

2 A. They are -- their headquarters are Rolling  
3 Meadows, Illinois.

4 Q. And once that radio came on line, what  
5 happened next?

6 A. The radio came on line, everything started,  
7 all the processes and the cutovers came on line until  
8 issues started affecting the performance on fading, and  
9 we started to engage into mitigating those problems. And  
10 it's --

11 Q. And when you say -- I'm sorry.

12 A. And it's -- yes.

13 Q. When you say you started to engage the  
14 vendor, what happened?

15 A. The vendor never provided adequate support,  
16 so we ended up stranded. We were with a contractor that  
17 we had on the site and only phone support. They were not  
18 sending us new equipment, they were not sending us their  
19 engineers to the site. So we were dealing back and forth  
20 with that situation.

21 Every time we adjust -- make adjustment into  
22 the network, make adjustment to the radios, they'd work  
23 for three or four days and then they start causing issues  
24 again and to a point that I made a decision to switch the  
25 radio. And Mother Nature prevented me to change the

1 radio earlier than I wanted to.

2 **Q. When did the radio get replaced?**

3 A. The radio got replaced in March. I think  
4 it's the week of March 20th. That's when with the  
5 weather -- you know, the weather was very, very  
6 impenetrable, that mountain. You know, having a snowcat  
7 and not being able to bring it up is not safe for the  
8 tower climbers. Bald Mesa mountain is very risky when  
9 there is a lot of ice on it.

10 **Q. And when you replaced the radio in March, did**  
11 **you use another Cambium radio?**

12 A. No. We eliminated them as a vendor for the  
13 company. We used an Aviat radio, A-V-I-A-T. They are  
14 out of Austin, Texas.

15 **Q. And what happened when you replaced the**  
16 **radio?**

17 A. When we replaced the radio, we -- the  
18 complete -- complete coordination with my technicians and  
19 performance when testing, the timing calibrations, and  
20 traffic got more stable and more adequate at that time,  
21 removing the radio that was not holding the service  
22 agreement or the quality agreement that it was assigning  
23 to.

24 **Q. These are sometimes referred to as service**  
25 **level agreements?**

1           A.    Yes.  Yeah.  When we -- when we approve  
2 equipment internally in Frontier Communications, it goes  
3 through our lab process -- our lab testing process.  We  
4 put them through all these test processes.

5                   Now, apparently, these new radios that were  
6 sent out has a new voice queue.  And we approved that and  
7 we determined service level agreements on operation with  
8 the manufacturers.  Once those service level agreements  
9 are not met, we eliminate the vendor from the network.

10           **Q.    And what is your opinion regarding**  
11 **performance of the new radio versus the Cambium radio?**

12           A.    Well, the log says it all.  You know, that  
13 radio, since it was put on, it -- it had no hiccups.  We  
14 are now in the process of replacing the second leg,  
15 another Cambium radio that is mounted that might refer  
16 some hits here and there, and we're trying to clean those  
17 too.  So we are replacing with another Aviat radio.  The  
18 project got approved last night, and looking to replace  
19 that radio next week.

20           **Q.    And this is on the second leg?**

21           A.    The second leg that will be Bald Mesa to  
22 Castle Valley.

23           **Q.    Okay.  And what do you expect that second**  
24 **radio replacement to do?**

25           A.    Clean the errors, the hits.  And also when

1 the weather -- the situation on -- over the radio link is  
2 that we have one path that is Bald Mesa to Castle Valley  
3 that goes to a passive repeater. A passive repeater is a  
4 billboard that does not have any electronics. Basically,  
5 we're bouncing the signal to the mountain to the tower.  
6 Every time we get weather, fog, diffraction, refraction,  
7 which fades the radio signal, the QAM modulation of the  
8 radio decreases. The QAM modulation is the capacity of  
9 the radio to maintain the bandwidth -- projected  
10 bandwidth for certain receive level, then it effects  
11 signal.

12 So the hits that Mike is seeing every time we  
13 get wet fog, every time we get heavy rain or heavy fog,  
14 this radio tends to fade and is not holding the QAM  
15 modulation. It does not drop the traffic completely  
16 down, but it just holds it enough that it will -- the  
17 test set that we have right now is connected 24/7  
18 monitoring has registered those hits.

19 So I just made a decision to replace all the  
20 radios and make this entire network completely flawless  
21 at least from the RF side from end to end from Moab to  
22 Castle Valley.

23 **Q. And RF is radio frequency?**

24 **A. Yes, sir.**

25 **Q. Mr. Cardona, how much experience do you have**

1 **with microwave systems?**

2 A. I've been working on microwave radios since  
3 1994.

4 **Q. And have you worked in other challenging**  
5 **locations?**

6 A. Yes. I spent seven years in the entire  
7 continent of Africa. I spent years in South America,  
8 Central America, and the Caribbean dealing with a lot of  
9 receptive recovery and a lot of terrain situations as  
10 well.

11 MR. THOMSON: Your Honor, we don't have any  
12 further questions at this time.

13 HEARING OFFICER: We'll go to Mr. Mecham.

14 REPORTER: Mr. Cardona, I need you to speak  
15 up, please.

16 HEARING OFFICER: That was the court  
17 reporter asking you to speak more loudly, Mr. Cardon.

18 THE WITNESS: Yes.

19 MR. MECHAM: Thank you.

20 CROSS-EXAMINATION

21 BY MR. MECHAM:

22 **Q. Mr. Cardona, so now that that radio has been**  
23 **switched out, as of March, there are no further problems**  
24 **in Castle Valley?**

25 A. Well, on Castle Valley, Mike testified that



1 there's been some hits here and there. That's why I made  
2 the decision to replace that second leg already.

3 **Q. So all of the customers, including Sorrel**  
4 **River Ranch, can expect the network to be up and running**  
5 **99 point something percent of the time?**

6 A. Four nines. My goal is on the radio  
7 network -- solely on the radio network, the goal is four  
8 nines reliability.

9 **Q. Is what? I'm sorry, I couldn't --**

10 A. Four nines, 99.99.

11 **Q. Were you aware of the problems before**  
12 **December 18th that were going on that required the first**  
13 **switchout?**

14 A. No, I was not. I was involved on the Connect  
15 America Fund project to run 18 radio projects to be  
16 addressed, and this was one of them.

17 **Q. And there was nothing that could have been**  
18 **done to prevent what did happen and what seems to**  
19 **continue to be happening at Sorrel River Ranch?**

20 A. After the radio -- I wanted to replace this  
21 radio in January and the weather was kicking heavy duty.  
22 So the situation right now on the radio and the -- after  
23 the new radio was replaced, the network is being very,  
24 very stable.

25 **Q. But we act as though the radio was the cure,**

1 and yet there were still outages well before  
2 December 18th of 2018. Weren't there problems in the  
3 network before that?

4 A. Before December 18th --

5 Q. Correct.

6 A. -- I was not aware of huge outages at that  
7 time.

8 Q. Well, you are aware of the response that  
9 Frontier gave, which was marked as SRR-3, that show  
10 outages, not all of which affected Castle Valley, but  
11 certainly some did and well before December 18th of 2018.  
12 In other words --

13 A. I'm not -- my duty's as the architect, I'm  
14 not directing both in operations.

15 Q. So you only focus on the microwave radio?

16 A. On the microwave part -- part of the house,  
17 yes. Nothing on the operations.

18 Q. So the troubles before that weren't your  
19 concern?

20 A. I was not aware of -- we were aware of, we  
21 were working to mitigation, but we were not aware of  
22 anything regarding that.

23 Q. Do you know if Frontier has taken any action  
24 against the first vendor, Cambium Networks?

25 A. We are in process. I'm not allowed to speak

1 any further about it, but we are working internally.

2 MR. MECHAM: And that's it for now,  
3 Mr. Hammer.

4 HEARING OFFICER: Mr. Moore?

5 CROSS-EXAMINATION

6 BY MR. MOORE:

7 Q. Just for the record, when will this second  
8 radio be up and running? When will the system be fully  
9 operational after you set in the second radio link?

10 A. Which one, the new one that I'm trying to  
11 replace now or --

12 Q. The one you're trying to replace.

13 A. -- the second one that we were --

14 Q. I'm sorry. The one you're trying to replace  
15 now.

16 A. Okay. Yeah. First, I have to coordinate the  
17 maintenance window with Mike Giles. He's the officer  
18 that will create the maintenance window. The goal is to  
19 do the cutover between Friday and Saturday. That's the  
20 goal. But we're still working on some logistical  
21 situation, but that's the goal, to do that next week.

22 Q. So the -- the repairs on the second radio  
23 will be done this time next week?

24 A. We will be doing early morning hours, 1:00 or  
25 2:00 a.m. in the morning, yes.

1 MR. MOORE: Thank you. I have no further  
2 questions.

3 HEARING OFFICER: Just a point of  
4 clarification from me, Mr. Cardona.

5 With respect to this -- what we'll call the  
6 second radio that you're working to have installed next  
7 week, there is not presently a radio at that location,  
8 right.

9 THE WITNESS: Yes. There is a Cambium radio  
10 installed right now, which completes the circuit from  
11 Bald Mesa to Castle Valley. We are going to replace  
12 that Cambium radio with another new Aviat radio.

13 HEARING OFFICER: I'm sorry, I misunderstood  
14 you. So this will simply be an upgraded radio?

15 THE WITNESS: Yes. We're going to upgrade  
16 the radio. Upgrading this radio will also include more  
17 reliability and a little bit more QAM modulation to add  
18 a little bit more bandwidth to the network, adding more  
19 stability.

20 HEARING OFFICER: All right. Thank you.

21 Mr. Thomson, any redirect?

22 MR. THOMSON: No, sir. Thank you.

23 HEARING OFFICER: Do you have something?

24 All right. Thank you, Mr. Cardona.

25 Your next witness, Mr. Thomson.

1 MR. THOMSON: We'll call Mr. Erhart, Your  
2 Honor.

3 HEARING OFFICER: Mr. Erhart, do you swear  
4 to tell the truth?

5 THE WITNESS: I do.

6 CARL ERHART,  
7 called as a witness by and on behalf of Frontier  
8 Communications, having been first duly sworn, was  
9 examined and testified as follows:

10 DIRECT EXAMINATION

11 BY MR. THOMSON:

12 Q. Mr. Erhart, would you state your name for the  
13 record, please?

14 A. My name is Carl E. Erhart.

15 Q. And are you employed by Frontier  
16 Communications?

17 A. Yes, I am.

18 Q. In what capacity?

19 A. I'm vice president for regulatory and  
20 governmental affairs.

21 Q. And what jurisdictions do you cover in that  
22 capacity?

23 A. I oversee several state jurisdictions  
24 primarily in the western half of the country, but for  
25 California.

1 Q. Including Utah?

2 A. Including Utah.

3 Q. How long have you been with the company, sir?

4 A. Been employed with Frontier for just over  
5 three years.

6 Q. Are you familiar with the Connect America  
7 Fund for efforts that the company's conducting?

8 A. I would say generally.

9 Q. And can you give us a short overview of what  
10 the Connect America Fund is designed to do?

11 A. Sure. The Connect America Fund, at a high  
12 level, basically replaced the prior Universal Service  
13 high-cost support for voice services in the state, and  
14 the Connect America Fund is meant primarily to support  
15 the deployment of broadband services in very high-cost  
16 areas.

17 And so for companies like Frontier that are  
18 price cap companies at the federal level, funding was  
19 made available for companies to accept on a state basis  
20 for deployment of broadband services that met certain  
21 speed requirements in certain census blocks that the FCC  
22 had identified as high cost.

23 Q. Do you know if there's a company contribution  
24 toward these projects?

25 A. There could be. I mean, the FCC model

1 determined a -- you know, based on their model, an  
2 estimate to deploy broadband services and, therefore,  
3 made funding available based on that. And once the  
4 company accepts the money, they're committed to deploy  
5 service past the predetermined number of households and  
6 business locations within those census blocks.

7 **Q. And, to your knowledge, were CAF funds used**  
8 **to replace the radio in December of 2018?**

9 A. That's my understanding, that it was part of  
10 the CAF deployment for the census blocks within the Moab  
11 exchange.

12 MR. THOMSON: Your Honor, I don't have any  
13 further questions.

14 HEARING OFFICER: Mr. Mecham?

15 MR. MECHAM: Thank you.

16 CROSS-EXAMINATION

17 BY MR. MECHAM:

18 **Q. Mr. Erhart, in what we've marked as SRR-2,**  
19 **the general responses to Sorrel River Ranch's data**  
20 **requests at 1.12 we asked why Frontier has not tried to**  
21 **obtain funds from the state Universal Service Fund in**  
22 **order to upgrade the network facilities serving Castle**  
23 **Valley and Professor Valley and Sorrel River Ranch, and**  
24 **the response was less than detailed.**

25 **You'll see there that it says, "Eligibility**

1 for State High Cost Universal Fund Support is determined  
2 by the PSC, which is now based on an annual DPU analysis  
3 and recommendation."

4 Does that mean that Frontier can't qualify  
5 under the criteria?

6 A. My understanding is the PSC determined that  
7 Frontier no longer qualified for Universal Service Funds  
8 support beginning sometime in 2007 and hasn't qualified  
9 since.

10 Q. And do you know what was the  
11 disqualification?

12 A. I don't know. I wasn't employed by Frontier  
13 in 2007. I assume it was an analysis done by the DPU.

14 Q. But you've been employed for the last three  
15 years and haven't qualified for any of those years?

16 A. That's correct.

17 Q. Okay. I have an exhibit. I guess we're up  
18 to 4. You'll see, Mr. Erhart, this is a memorandum from  
19 the Division of Public Utilities to the Public Service  
20 Commission. It's in Docket 18-041-02, which apparently  
21 is the analysis that the Division did to determine  
22 whether or not Frontier qualified for USF funds then,  
23 which, of course, was only six or seven months ago.

24 And if you look at the second page under  
25 Discussion No. 3, it says, "Accumulated Depreciation -



1 Citizens reported," which is Frontier's parent company,  
2 as you know -- "Citizens reported more than \$117.7 of  
3 accumulated depreciation. Over 95 percent of the  
4 company's assets are fully depreciated. There is very  
5 little rate base left as a basis for return on  
6 investment."

7 Doesn't that indicate that Frontier is not  
8 investing in the State of Utah?

9 A. No, I wouldn't agree with that.

10 Q. Why?

11 A. Well, a couple of things. One, I don't think  
12 this is uncommon for ILECs in the industry to be in this  
13 position, and I would say it's analogous to where the  
14 water companies are. And I think what's happened with  
15 telecom, and Frontier, in particular, has been a  
16 significant decline in a number of access lines that it  
17 serves. So we have a large rate base that has been on  
18 the books for a number of years that's being depreciated  
19 that was initially deployed to serve a much greater  
20 number of customers.

21 And over the years, because of the line loss,  
22 that vast network, if you will, serves fewer customers.  
23 So if you just look at the investment, you might conclude  
24 that it hasn't been significant relative to the total  
25 rate base. But relative to the number of customers that

1 remain on the network, I would say the company continues  
2 to invest in the network.

3 **Q. With 5 percent -- 5 percent investment,**  
4 **essentially?**

5 A. Again, the access lines have decreased  
6 significantly. It's not uncommon since 2004 ILECs to  
7 have lost 70 to 80 percent of the access lines that they  
8 once served.

9 **Q. Are you aware of how many other independent**  
10 **rural companies don't get Universal Service Funds?**

11 A. In Utah?

12 **Q. Yes.**

13 A. No, I'm not.

14 **Q. Would you accept, subject to check, that it's**  
15 **very few, it might be two?**

16 A. If that's a representation, I have no reason  
17 to disagree. Also, understand, CenturyLink wouldn't  
18 qualify for it, either.

19 **Q. CenturyLink wouldn't. They're the large**  
20 **incumbent. They've never gotten Universal Service Funds**  
21 **from the state ever. But the rural independents,**  
22 **including Frontier, and Contel before, have, until 2007,**  
23 **both, according to your response as well as the response**  
24 **in the data request.**

25 A. Well, again, I think as the company responded

1 in the data request, the determination of whether  
2 citizens of Utah would qualify for Universal Service  
3 Funds could be done on a couple different bases. For  
4 example, I think if you looked at the company's  
5 intrastate operations, the company's net operation -- net  
6 operating margin is negative.

7 So many states look at the qualifications of  
8 Universal Service Funds on the basis of intrastate  
9 operations, and they look at it on the basis of a  
10 net-operating-margin basis, not on a return-on-rate  
11 basis.

12 So if you looked at it on that basis, then  
13 Frontier's operating company could qualify for Universal  
14 Service funding and it could be significant, as it was --  
15 as I understand, back in the mid 2000s, the company  
16 received roughly \$1.5 million a year.

17 **Q. Well, it just seems to me that it looks like**  
18 **neglect of the state if 95 --**

19 **A.** I've never heard of --

20 **MR. THOMSON:** Your Honor, I'm going to  
21 object to that. I don't object to leading questions,  
22 but I don't want argument inserted into the question.  
23 If Mr. Mecham has a question, he should ask it.

24 **HEARING OFFICER:** I'll sustain the  
25 objection. I hadn't heard a question yet, but you were

1 interrupted. So if you'd like to rephrase and offer a  
2 question, you're welcome to.

3 Q. (BY MR. MECHAM) Do you know how the formula  
4 works for the state USF?

5 A. At a high level.

6 Q. So you know that in order to qualify, you  
7 have to have undepreciated rate base, you have to have  
8 costs that exceed your authorized rate of return to make  
9 up that difference, or do you not know that?

10 A. I would say in addition to that, the state  
11 also looks at the non-intrastate jurisdiction.

12 Q. That is correct. I agree with that. That's  
13 part of the statute to ensure that you don't get unjustly  
14 enriched by the interstate side. Is that your  
15 understanding?

16 A. I assume that's the logic behind it.

17 Q. Okay.

18 A. But, again, if you were to determine the  
19 company's cost of service, I'll say for rate case  
20 purposes, it would be on the basis of intrastate results,  
21 which, again, based on the company's most recent annual  
22 report, its net operating margin on an intrastate basis  
23 is negative.

24 And earlier you seemed to imply that the  
25 company could qualify for Universal Service Funds support

1 on some type of project basis. But, again, my  
2 understanding of current rules and the statute is that  
3 that is limited to a non-rate of return regulated  
4 company, which in Utah would only be CenturyLink.

5 **Q. Right. CenturyLink has never qualified for**  
6 **funds.**

7 A. Right, but could, on a project basis.

8 **Q. A one-time basis. That may have happened a**  
9 **time or two, I can't remember.**

10 A. Right.

11 MR. MECHAM: Okay. I think that's it for  
12 me, Mr. Hammer.

13 HEARING OFFICER: Mr. Moore?

14 MR. MOORE: Just one quick question.

15 CROSS-EXAMINATION

16 BY MR. MOORE:

17 **Q. As -- you work with regulatory affairs for**  
18 **the state -- state regulatory affairs?**

19 A. I do, across a number of states.

20 **Q. Do you know if there's a description of**  
21 **Frontier's inspection and maintenance and testing program**  
22 **filed with the Public Service Commission?**

23 A. I am not aware.

24 MR. MOORE: That's it.

25 **Q. (BY MR. MOORE) You're not aware of -- I'm**

1 **sorry. Would you know if one was filed?**

2 A. I would not necessarily know. Frontier has a  
3 centralized, I'll say, compliance team that would prepare  
4 a report like that, assuming there's one that's required  
5 to be prepared. So I'm not aware of whether there is a  
6 report required to be filed or not.

7 MR. MOORE: Thank you. I have no further  
8 questions.

9 MR. MECHAM: Mr. Hammer, I neglected to move  
10 for admission of SRR-4.

11 MR. THOMSON: We don't object, Your Honor.

12 HEARING OFFICER: It's admitted.

13 I don't have any questions for Mr. Erhart.

14 Did you intend to call any other witnesses,  
15 Mr. Thomson?

16 MR. THOMSON: No, Your Honor. We're going  
17 to rest.

18 HEARING OFFICER: And, Mr. Moore, you had no  
19 witnesses?

20 MR. MOORE: No witnesses.

21 HEARING OFFICER: If the parties don't mind,  
22 I have just a couple of questions I'd like to go back  
23 and ask a couple of witnesses for clarification,  
24 beginning with Mr. Giles. I think you're the most  
25 appropriate party for this question.

1           The discussion we just heard about the  
2   company's eligibility for Utah USF seems to imply that,  
3   perhaps, if additional capital were made available for  
4   Utah, that the service in this area could be improved.

5           Are there particular improvements that  
6   you're aware of that could be made if the company were  
7   willing to spend the money that would increase the  
8   reliability of this service to the Ranch?

9           MR. GILES: No, I'm not aware of any. I  
10   mean, the second leg that Carlos talked about will  
11   certainly help this clarification that the radio that  
12   was replaced initially was Moab to Bald Mesa, and then  
13   the Bald Mesa to Castle Valley was not replaced in  
14   March. That wasn't, at that time, indicated that was  
15   the issue. Now we're going to replace that second leg  
16   that I talked about. The assumption at this point in  
17   time is that will provide the reliable service to that  
18   area.

19           HEARING OFFICER: Mr. Mecham -- and I'll  
20   allow you to answer this question in the form of simple  
21   argument from counsel, if you like, or you're welcome to  
22   offer a witness's testimony. But the way I read that  
23   line of questioning was that there's potentially a  
24   concern that there's money that could be spent to fix  
25   things or make them better and it's not being spent.

1 Do you have any idea on -- what that money  
2 might be spent on to do so?

3 MR. MECHAM: We're aware that there is at  
4 least -- well, let's put it this way: I've heard from  
5 one other company who would like to serve the territory  
6 and do what's necessary in order to serve that area. I  
7 also am aware of another company who is making the  
8 investment to serve the area, and they're using  
9 different technology than this.

10 I think that there is better technology to  
11 implement and, in fact, there's precedent to require new  
12 and different technology by the Supreme Court in a  
13 Public Service Commission case in 1994, what's called a  
14 modernization case, to force the upgrade of the network  
15 to provide the kind of services -- it doesn't matter  
16 that they're remote, there are remote areas all over the  
17 state being served so much better than what Frontier is  
18 doing to the point that it's laughable to say that what  
19 they're doing has done the job or will do the job.

20 And, in fact, I would argue that -- two  
21 things. One, the instance that there is a competitor or  
22 competitive option, everybody, including and especially  
23 Sorrel River Ranch, should be relieved from any contract  
24 they've signed if they can get better service than what  
25 we're getting now at comparable or better rates.



1           And, two, if this can't be resolved in the  
2 next week or two -- as you've heard from Mr. Ciani,  
3 they're already down \$214,000 in their business year to  
4 date. So I, frankly, would move that there be an order  
5 to show cause why Frontier should not have their  
6 certificate revoked in that area. That's the kind of  
7 service that they're getting and that's how serious we  
8 are.

9           So I've -- Mr. Hammer, I've not held myself  
10 out as a technology specialist, but I know inadequate  
11 and terrible service when I see it. And I know that  
12 there are other areas of the state served by other  
13 companies with new and different technologies, fiber,  
14 for instance, that can serve this area much better than  
15 what's going on right now.

16           HEARING OFFICER: Thank you. We'll table  
17 discussion of your motion and discuss potential remedies  
18 when we're through with testimony. Thank you for  
19 answering my question.

20           I will -- since you offered some significant  
21 argument on that point, I'll allow Mr. Thomson an  
22 opportunity to speak to it, if you'd like to at this  
23 time. You'll also have an opportunity to offer any  
24 closing argument you like.

25           MR. THOMSON: Well, aside from the

1 jurisdictional issues that Mr. Mecham's argument raises,  
2 you know, there's been no evidence placed in the record  
3 that there is better technology that's available at a  
4 reasonable price to serve the ranch.

5 Now, his presumption that fiber to the ranch  
6 might be a good idea, that might be true, but at what  
7 expense? The company is already not earning, as a  
8 matter of fact is negative, as shown by the testimony of  
9 Mr. Erhart. So the available capital to deploy  
10 something like this -- certainly, we could build a  
11 better mousetrap if we had an unlimited amount of money.  
12 But as we've already seen today, there's no state USF  
13 money available to the company to improve this network.

14 The company's taken advantage of the federal  
15 funds available to improve this network, and it  
16 continues, based on the testimony of Mr. Cardona, to  
17 improve the network. The insinuation that this is  
18 horrible, terrible service may be a fair comment with  
19 regard to the period between December 18th and  
20 March 21st, when the defective radio was installed and  
21 then had to be replaced. Post that, even with the  
22 software -- which we don't really have a foundation for  
23 understanding, the software report submitted by  
24 Mr. Ciani, there is nothing after one incident reported  
25 in April.

1                   And we don't know what this "Minutes  
2 Downtime" means. I mean, as we understand it, this  
3 software really looks at the ISP's performance, not a  
4 network performance. Those are apples and oranges, so  
5 I'm not sure that that tells us much with regard to the  
6 service quality that Mr. Mecham maintains is not  
7 adequate.

8                   HEARING OFFICER: I think you've answered my  
9 question. I definitely will give both parties an  
10 opportunity to present any closing argument they want.  
11 I want to get back to just the factual issues that I  
12 want to address.

13                   MR. THOMSON: Certainly, Your Honor.

14                   HEARING OFFICER: But thank you.

15                   Mr. Ciani, Mr. Thomson actually anticipated  
16 a question I was going to ask you with respect to  
17 Exhibit SRR-1, the report from Binary Canary, if I  
18 recall the name of that correctly. The last reported  
19 incident of the software reflects a date of April 15th.  
20                   Have there been incidents since April 15th?

21                   MR. CIANI: You know, that I'm aware, I know  
22 that there was at least two, potentially three,  
23 instances, after the microwave was -- or the radio was  
24 installed and there was at least one occurrence -- and I  
25 sent an email to, I believe, everybody that was in the

1 chain on these communications leading up to this  
2 hearing, letting everybody know that we were down again.

3 And I believe at least two times Mitch, who  
4 may still be on the phone, came to visit the property.  
5 And by the time he had shown up to the property, the  
6 issue had been remedied. I cannot confirm exactly what  
7 day this report was pulled, so -- and I'm not always  
8 physically on the ranch, but what I can tell you is that  
9 we've had at least several. And I think that Frontier  
10 has confirmed their radio hits after they fixed the  
11 issue that continues to happen.

12 HEARING OFFICER: Thank you. And I'm going  
13 to jump around just a bit.

14 Mr. Cardona, if you're still on the line,  
15 feel free to answer this. Mr. Thomson, if you have  
16 another witness that you think is prepared to answer it,  
17 that's fine. I'd just simply like to know --

18 Mr. Cardona referenced the second repair of the radio  
19 was made the week of March 20th. Do we know the date?

20 MR. THOMSON: March 21st, Your Honor.

21 MR. GILES: 21st.

22 HEARING OFFICER: The complainant's Exhibit  
23 SRR-1 shows two relatively significant outages on  
24 March 21st and 22nd. Were there problems in the  
25 immediate aftermath of the installation that were being

1 worked out, to your knowledge?

2 MR. GILES: There was a significant outage  
3 the day of changing that radio out, yes. And I don't  
4 know -- there again, I am not familiar with this report  
5 at all. I don't even know what binary report it is.  
6 There were -- it might have spilled into the 22nd. Time  
7 frame-wise, Carlos may be able to answer, but it was a  
8 significant outage that day, yes.

9 MR. MECHAM: Mr. Ciani can shed some light.

10 HEARING OFFICER: He's welcome to.

11 MR. CIANI: Yeah. After the radio was  
12 changed, we had significant challenges the first couple  
13 of days immediately following the change.

14 As it was explained to me by Frontier, there  
15 is a process of -- and Mr. Giles can probably testify to  
16 this much better than I can, but there is a process of  
17 balancing out the frequencies. And that is something  
18 that was explained to me previous to all this kind of  
19 catastrophic challenge that we had, was that, you know,  
20 when there's weather, wind, rain, there's all sorts of  
21 manual requirements from Frontier's side to keep the  
22 service not just functioning, but functioning to a level  
23 that we can actually communicate with our guests and  
24 other people across the line.

25 Which lends itself to the repeated issues

1 we've had over the years of not complete service  
2 interruptions, but challenges with static and other  
3 types of hearing impairments on the line. And we had  
4 those issues immediately following the microwave -- we  
5 had at least two outages after the microwave was  
6 installed. And we still, from time to time, have issues  
7 with the quality of the reception.

8 HEARING OFFICER: All right. And,  
9 Mr. Ciani, sticking with you just for a moment, during  
10 your testimony earlier you alluded to some billing  
11 credits that your employer had received from Frontier.

12 Can you provide additional detail as to when  
13 and the amounts?

14 MR. CIANI: Yes, I can. I mean, I have all  
15 the detail here.

16 MR. MECHAM: Do you mean posthearing or  
17 right now?

18 HEARING OFFICER: If he has them now, that  
19 would be convenient, but...

20 MR. CIANI: Yeah. So I printed out a  
21 variety of the bills and have brought them, you know, to  
22 prepare for this hearing.

23 HEARING OFFICER: If you're not prepared to  
24 summarize, then that's fine. I can --

25 MR. CIANI: What I can tell you -- this is

1 what I can tell you, is that they told us that -- all of  
2 the period that we were down, that our service would be  
3 credited. I asked repeatedly for them to confirm  
4 exactly how much that was and how we were going to see  
5 that, and I never got any response.

6 And many of these communications where  
7 everybody was included -- you know, we were copying all  
8 of this chain of emails that had gone back and forth, I  
9 am starting to see credits on the accounts. It's  
10 incredibly frustrating for me, because I can't easily  
11 reconcile what the credits are for. And they're coming  
12 on future bills, so we're getting new bills.

13 So, in one case, I have a date of a bill  
14 here and it says, "New charges due date 5/10." The  
15 billing date is 4/22 and I have a previous balance of  
16 \$1,346. I have other charges and credits of \$348.60,  
17 and it shows I owe \$2,400.

18 However, clearly, Frontier owes us, you  
19 know, several thousand dollars back from this winter,  
20 and I have yet to be able to understand how they're  
21 applying the credits and how much these credits are all  
22 eventually going to total and when we will get to a  
23 point where all the credits have been applied. And  
24 considering that we've already overpaid then paid, I do  
25 think it would be more appropriate that we immediately

1 receive whatever refunds back versus wait for future  
2 credits to be applied toward future bills.

3 HEARING OFFICER: Understood. Mr. Thomson,  
4 do you have a witness or would yourself like to speak to  
5 the history of the billing credits that have thus far  
6 been issued?

7 MR. THOMSON: Yes, Your Honor. As we  
8 indicated in our -- I believe it was our status report  
9 to you and the Commission, it may take as many as two to  
10 three billing cycles for these credits to post.

11 The Ranch buys a number of different  
12 products. There are billing systems that deal with each  
13 specific product, and the credits sometimes may take a  
14 series of months, as I indicated in that answer, to  
15 post. So I would expect that they will post next month  
16 and the month after as well.

17 HEARING OFFICER: Thank you. I think my  
18 factual questions have largely been addressed, to the  
19 extent they could be, I think, today. It would be nice  
20 to offer counsel an opportunity to offer a closing  
21 argument, and Mr. Mecham even suggested making a motion,  
22 so we'll turn to you, Mr. Mecham.

23 MR. MECHAM: Thank you.

24 Service to Sorrel River Ranch has been not  
25 just inadequate, but terrible. And it isn't just the



1 period from December 18th to March 21st. There have  
2 been outages well before that and after that. It has  
3 caused serious harm to Sorrel River Ranch, business  
4 harm. It has made it difficult for their reputation and  
5 to appeal to their clientele.

6 We hear promises of what's going to happen  
7 to make it better. We hear that it's been stabilized.  
8 Maybe it's slightly better today, I don't know, than it  
9 was during that period. This is not the first time. As  
10 I went back and researched other complaints, you had a  
11 complaint in Docket 15-04-102 in the same area, Hole in  
12 the Rock. There were promises of improved service  
13 there, which didn't occur, and the Commission required  
14 certain things to happen to ensure that that customer  
15 received improved service.

16 We've got to have better service, and we've  
17 got to have it now. And if that cannot be done, as I  
18 said in my statement before, there are providers ready,  
19 willing, and able to step in.

20 And my -- two motions. One would be that if  
21 any alternative ever comes to that area and can provide  
22 service at a better quality at the same or better rates,  
23 that Sorrel River Ranch be relieved of their contract  
24 that began in February of this year and extends for  
25 24 months.

1           And two, if we don't see this 99.9 percent  
2 performance within days, that Frontier show cause why  
3 their certificate, at least in that area, not be  
4 revoked, so that we can get a provider there that will  
5 provide the kind of service that is required by the  
6 statute of any public utility.

7           And as I alluded to, there is a Supreme  
8 Court case that enables the Commission and gives them  
9 vast, broad authority. It's found at 882 P.2d 141,  
10 1994, U.S. West Communications vs. Public Service  
11 Commission. It's known as the modernization case.

12           U.S. West's network was providing far more  
13 adequate service than what we're seeing from Frontier,  
14 and the Commission felt as though the technology was  
15 behind -- leaving Utah behind and ordered  
16 them -- ordered U.S. West to improve and put in new  
17 technologies to ensure that their Utah customers, now  
18 CenturyLink's customers, had access to the most modern  
19 services available, and the Supreme Court upheld the  
20 Public Service Commission.

21           I would say exercise that authority in this  
22 case to ensure that the people of Castle Valley,  
23 Professor Valley, and Moab and that entire area get the  
24 services they deserve. It is no more remote than so  
25 many other remote areas of this state receiving much

1 higher quality service from companies who invest in the  
2 state, who qualify for Utah State Universal Service  
3 Funds, not just CAF, and they spend some of their own  
4 capital in order to ensure that the networks are modern  
5 and technologically able.

6 What we're getting at, Sorrel River Ranch is  
7 not adequate. It is so far below that, including  
8 today -- including today. And that's the reason that  
9 this complaint is before the Commission today, and  
10 that's why we're here. Thank you.

11 HEARING OFFICER: Mr. Thomson?

12 MR. THOMSON: Thank you, Your Honor.

13 A couple points. I'm not sure the  
14 Commission wants to get involved with dictating  
15 decisions about technology, generally or specifically.  
16 I think that even by the testimony heard today, the  
17 replacement of the radio in March significantly improved  
18 the service to the Ranch. Is the service perfect? No.  
19 Is service perfect anywhere? No. The service, we  
20 contend, is adequate. Is it as good as we want? No.  
21 And that's why the company, although we've spent a  
22 hundred thousand dollars to replace the radio, intends  
23 to spend more money to replace the second radio, in  
24 response to the customer's complaint.

25 I would point out that this is a -- I'll

1 call it a nonstandard process that we're involved in  
2 today. Despite the fact that Frontier could have  
3 insisted on a much more extended process in this  
4 particular docket, i.e., the filing and prefiled  
5 testimony; the exchange of discovery between the  
6 parties, perhaps more than one round from us to Sorrel  
7 River Ranch, is evidence that the Company is trying to  
8 work with the customer to improve their service.

9           The Company did not deny its service was  
10 poor during the period December 18th through March 21st  
11 of this year. That's been admitted, repeatedly.

12           We talked about the challenges that we faced  
13 on replacing the radio at Bald Mesa. We would have done  
14 it earlier, but weather was a problem. I won't rehearse  
15 that -- or restate that, but I'll just point to that as  
16 an issue that ought to be considered by the Commission  
17 in this particular docket.

18           The Company may be willing to look at issues  
19 around whether or not a term that the Ranch is signed up  
20 for could be terminated early without a fee. However,  
21 pulling a certificate of public convenience and  
22 necessity is -- of necessity is a last resort. Whether  
23 or not -- I hadn't thought about this earlier, but  
24 whether or not you could pull a certificate for a  
25 geographic location that serves less than 300 customers

1 would probably be absolutely a case of first impression  
2 at this Commission.

3           Whether or not there is a competitor  
4 available to serve that area is not known to Frontier.  
5 I'm not sure from the testimony that happened today  
6 whether this is something that the Ranch could take  
7 advantage of today or that they're going to have to wait  
8 some period of time for one or two of these unnamed  
9 competitors to extend their networks into the valley.

10           I don't know what source of funding those  
11 competitors are using to do this purported extension. I  
12 can't comment on that. But I can say that I don't think  
13 the Commission ought to get in the business of dictating  
14 the technology used by the company to serve the  
15 customers, assuming the service can be made adequate.

16           We feel the service will be adequate,  
17 particularly, and it's adequate now and will improve at  
18 the end of next week or whenever they can get the  
19 radio -- second radio exchanged to get rid of the vendor  
20 that didn't perform and replace it with our current  
21 vendor, who we feel provides much better service.

22           I'll stop there.

23           HEARING OFFICER: Thank you. Mr. Moore?

24           MR. MOORE: We have no comment. Thank you.

25           HEARING OFFICER: Is there anything else

1 before we adjourn?

2 MR. MECHAM: No, Your Honor. Thank you.

3 MR. THOMSON: Not from us, sir.

4 HEARING OFFICER: Thank you everyone for  
5 your participation.

6 MR. THOMSON: Thank you, Judge.

7 MR. CIANI: Thank you.

8 (The hearing was concluded at 12:38 p.m.)

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C E R T I F I C A T E

STATE OF UTAH                    )  
  )ss.  
COUNTY OF SALT LAKE    )

This is to certify that the foregoing proceedings were taken before me, KAREN CHRISTENSEN, a Registered Merit Reporter, a Registered Professional Reporter, and Notary Public in and for the State of Utah.

That the proceedings were reported by me in stenotype and thereafter caused by me to be transcribed into typewriting.

That a full, true and correct transcription of said proceedings so taken and transcribed to the best of my ability is set forth in the foregoing pages, numbered 4 through 101, inclusive.

I further certify that I am not of kin or otherwise associated with any of the parties to said cause of action, and that I am not interested in the event thereof.

Witness my hand and official seal at Taylorsville, Utah, this 4th day of June 2019.



\_\_\_\_\_  
Karen Christensen, RPR, RMR  
My Commission Expires:  
February 15, 2020

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