

Decision **PROPOSED DECISION OF ALJ WATTS-ZAGHA**

(Mailed 5/27/2026)

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Edgar Martinez,

Complainant,

vs.

Frontier California Inc. (U1002C);
Citizens Telecommunications Co. of CA
d/b/a Frontier Communications of
California (U1024C); Frontier
Communications of America Inc. d/b/a
Frontier Communications (U1548C);
Frontier Communications of America,
Inc. d/b/a Citizens Long Distance
(U5429C); and Frontier Communications
Online & LD (U7167C),

Defendants.

(ECP)

Case 26-02-010

(Filed February 2, 2026)

Edgar Martinez, for himself, Complainant.

Jenny Smith for Frontier California, Inc., Defendant.

DECISION GRANTING RELIEF

Summary

Complainant, Edgar Martinez, seeks to have his telephone service provider, Frontier California Inc. (Frontier) provide him with working telephone service and to refund the amounts he paid to Frontier while the service was non-operational. Further, Mr. Martinez wants resolution and restitution for the harm caused by Frontier's failure to provide service.

We find that Frontier failed to provide Mr. Martinez with working telephone service for approximately eleven months while continuing to bill him. We find Frontier responsible for remedying the harm caused to Mr. Martinez. Frontier shall promptly:

- Refund Mr. Martinez \$301.93 for the amounts billed and not refunded while Mr. Martinez was without service.
- Refund the difference between Mr. Martinez's old internet service and the current charges for the service and usage of the telephone service bundled with internet that it began providing on April 21, 2026, for a period of eleven months and provide clear and complete information about all charges, fees, and material terms and conditions associated with the service provided.
- File a final status report in the docket of this proceeding to confirm compliance with these requirements.

This proceeding is closed.

1. **Factual and Procedural History**

Mr. Edgar Martinez filed a formal complaint with the California Public Utilities Commission (Commission) in this matter, Case (C.) 26-02-010, on February 2, 2026, regarding non-operational home telephone service for his telephone number ending in 1290. On March 10, 2026, the Commission directed

the Complainant's telephone service provider, Frontier, to answer and respond to the allegations. As directed, on March 30, 2026, Frontier filed its response and defense to the allegations (Answer). In its Answer, Frontier admitted that Mr. Martinez had no working telephone service and claimed all reimbursement due to Mr. Martinez had been paid.

As directed, both parties appeared at a virtual hearing held April 13, 2026, before assigned Administrative Law Judge (ALJ) Camille Watts-Zagha. Also present was Assistant Chief ALJ Anthony Colbert. Complainant represented himself and Jenny Smith, Frontier's Director of Government and External Affairs represented Frontier.

2. Complainant's Contention

The Complainant resides in South Gate, California. Mr. Martinez states the telephone account at issue is a Lifeline account for his disabled daughter.

Mr. Martinez stated he was alerted that his telephone line was non-operational when medical providers notified him that they had been unable to reach him by telephone. Mr. Martinez states the service outage affected medical services and providers, including missing medical appointments.

Mr. Martinez provided a sequence of dates beginning in July 2025 when he was aware of the service being non-operational. Mr. Martinez states that he first became aware of his phone service being non-operational in July 2025 and contacted Frontier to restore service. Complainant states he again notified Frontier on August 25, 2025 that his service was non-operational, and he continued to follow up. On or about October 23, 2025, Mr. Martinez states that he filed a complaint with Frontier to restore service. Frontier opened service

claim #6987522 and stated a technician would be out on the following day to fix the issue, but the service remained out for several weeks. Complainant continued to call Frontier about service outages. Complainant states that Frontier continued to bill and collect charges for telephone service automatically during the time that service was out.

Around December 16, 2025, Complainant filed informal complaint #709933 with the Commission attempting to get a refund of the automatic payments that Frontier had debited from his account. On or before January 21, 2026, Complainant received from Frontier a Notice of Past Due charges. Complainant contacted Frontier on January 21, 2026, to dispute the charges because his service was still non-operational. Complainant asserts he was told by the Frontier representative that his account had been sent to collections, and that Frontier alleged the service was restored without notice on December 24, 2025. Complainant states he requested his billing records from Frontier on March 9, 2026. He did not receive the records requested and opened another service ticket on March 13, 2026.

Complainant states that Frontier continued automatically billing and collecting for the telephone service while the service was out. He identifies some monthly bills received during the time of the service outage as follows:

<u>Billing Period</u>	<u>Amount</u>
9/28 to 11/27/25	\$128.36
11/28 to 12/27/25	\$64.28

Mr. Martinez reported that he paid the bill of \$128.36 and that he did not pay the bill of \$64.28 because the card for the account that was associated with

autopay expired.¹ On the bill issued January 28, 2026, Frontier provides a \$55.12 credit to Mr. Martinez' account "for the prior period(s)", which Mr. Martinez attributes to be the prior period of 11/28 to 12/27/25, leaving a remainder of \$9.16 owed of \$64.28 billed for 11/28 to 12/27/25.

In the initial written complaint Mr. Martinez estimated the reimbursement Frontier owed him was \$85.68 for the October – November bill period. At the hearing, he estimated the reimbursement owed him to be \$43.82.

Complainant also states that he receives internet service from Frontier and the bill for Frontier's internet service is separate from the bill for Frontier's phone service. Complainant states he asked Frontier to combine his internet service and telephone service into one bill, but Frontier did not.

On April 13, 2026, Mr. Martinez states that he had yet to receive his billing records. On the hearing date, he states that he had no working telephone service. Complainant supports contentions with the following documentation:

- July 16, 2025 letter from the Consumer Affairs Branch of the Commission, regarding Mr. Martinez' informal complaint #690303;²
- March 9, 2026 request from Mr. Martinez to Frontier requesting documentation from January 2025 – March 2026 of
 - Service outages, blackouts, power outages, service disruptions, repairs, service calls logs associated with

¹ Complaint at Section F., numbers 4, 6.

² Letter from Consumer Affairs Branch of the Commission to Edgar Martinez, attached to Martinez status report dated April 20, 2026.

service at the address and telephone number in question;

- Service outages, blackouts, power outages, Service disruptions, repairs, service calls logs regarding service within the same zone as the address and telephone number in question; and
- Customer service records (calls, communications, reports, chats) associated with the service address and telephone number in question.³

3. Defendant's Contention

Frontier disputes that Mr. Martinez is owed any reimbursement beyond the credits Frontier already applied to his bill. Frontier also denies responsibility for failing to provide Mr. Martinez working telephone service for approximately eleven months, claiming that Mr. Martinez declined Frontier's offer of telephone service over fiber. Other than these two disputed items, Frontier generally does not dispute Mr. Martinez' version of events.

Frontier admits that Mr. Martinez' telephone service was non-operational in its Answer on March 30, 2026 and again at the hearing on April 13, 2026. Specifically, Frontier admits to service outages at Mr. Martinez' residence around October 23, 2025, December 22, 2025, and March 13, 2026 to the present date, due to vandalism of Frontier's copper facilities. Mr. Martinez alleges Frontier told him that service was restored on December 24, 2025 and Mr. Martinez disputes this fact. Frontier states that on January 5, 2026, "a Frontier tech was dispatched to Complaint's [sic] address and believed service was restored."⁴ Frontier states it

³ Attachment to Martinez second status report dated April 22, 2026.

⁴ Answer at 2.

has ordered replacement copper cables to restore service and due to serious supply chain issues for copper cables the estimated restoral date is April 30, 2026.⁵

In response to the ALJ request to identify the entire time period of the service outage, Frontier asserts it is unable to identify the specific time period of the service outage at the Martinez residence because Frontier depends upon customers to notify Frontier of service outages. Frontier admits its responsibility to report service outages to the Commission and to the Federal Communication Commission, yet claims that Frontier would not be able to identify whether its reported service outages affected the Martinez residence. Frontier states that the reason Frontier is unable to identify whether service outages affect the Martinez residence is because AT&T, not Frontier, serves the “PSAP” [Public Safety Answering Point] associated with the Martinez residence.

Regarding the assigned ALJ request to identify the billed, collected, and refunded amounts from June 2025 forward, Ms. Smith was unable to provide the requested information at the hearing, stating she did not have access to Mr. Martinez’ account. Upon hearing from Mr. Martinez that he had already requested the same records directly from Frontier and had yet to receive them, Ms. Smith attributed Frontier’s failure to provide him his billing records to his request being labeled a formal “Public Records Act” request, which may have caused a delay.

⁵ Answer at 2.

Nevertheless Frontier asserts in its Answer that Mr. Martinez has been credited \$381.38 for “all charges and payments made since October 23, 2025 through the February 28 bill cycle.”⁶ At the hearing, Ms. Smith explained she was relying upon a screenshot of Mr. Martinez’ account she had received from Frontier. In response to the assigned ALJ’s request for the terms and conditions associated with Mr. Martinez’ telephone service, Ms. Smith stated the terms of the service are contained in Frontier’s tariff. Without referencing any specific amounts of Mr. Martinez’ bills, payments, and credits, Ms. Smith agreed at the hearing that if the Complainant’s account had been sent to collections, it would be an error.

Ms. Smith states that Frontier is waiting on copper to be delivered. She also states that she had been told by someone at Frontier that Mr. Martinez had been offered telephone service over fiber. Ms. Smith states she was informed that the Complainant declined Frontier’s offer of telephone service over fiber.

4. Frontier Compliance with Orders at the Hearing

On April 13, 2026, the assigned ALJ ordered Frontier to provide documentation to support its claims, including billing records and written terms and conditions of the service to which Mr. Martinez was currently subscribed and the new service for bundled telephone service with fiber internet that Frontier should offer to Mr. Martinez.⁷

⁶ Answer at 2.

⁷ The ALJ Ruling dated April 13, 2026 memorialized the ALJ orders given orally to Frontier at the hearing the same date, as follows:

Footnote continued on next page.

Frontier provided billing records to identify the amounts at issue on April 20, 2026, several days after its self-identified due date. Frontier explained its delay in producing billing records was due to conflating the due date to provide billing records (April 16) with the due date to provide a status update (April 20).⁸

Frontier's billing records document the following bills, payments, and credits to Mr. Martinez' account:⁹

Within 72 hours, Frontier will produce:

1. The bills, payments and credits for the period June 2025 – present for Mr. Martinez' account, phone number [ending in] 1290.
2. The terms and conditions of the telephone service Frontier currently provides to Mr. Martinez.
3. The records for items 1 and 2 above should not be provided publicly. The records should be sent directly to Mr. Martinez and myself via email.

Within no specified time but understood to be urgent, Frontier will:

1. Offer Mr. Martinez a home telephone service that is currently operational and that can be bundled with the Internet service already provided to Mr. Martinez.
2. While not stated at the hearing, the Frontier offer of bundled home telephone and Internet service should include clearly all charges and fees and terms and conditions.
3. Also not stated at the hearing, I request a report on the status of the offer of bundled home telephone and Internet service one week from today, on or before Monday April 20. The report should include the date and manner in which the required information is provided to Mr. Martinez and the details of the offer. Both Mr. Martinez and Frontier should send me a report via email.

⁸ Email message from Jenny Smith to Mr. Martinez, with copy to service list, dated April 20, 2026 at 10:10 am.

⁹ Billing records submitted by Frontier on April 20, 2026.

Service Period Begin	Service Period End	Charge	Payment	Credit	Balance
6/28/2025	7/27/2025	103.77	103.77	0	0
7/28/2025	8/27/2025	103.64	103.64	0	0
8/28/2025	9/27/2025	30.44	30.44	0	0
9/28/2025	10/27/2025	64.08	64.08	0	0
10/28/2025	11/27/2025	64.28	64.28	0	0
11/28/2025	12/27/2025	64.28	0	0	64.28
12/28/2025	1/27/2026	64.28	0	0	128.56
1/28/2026	2/27/2026	60.23	0	51.12	137.67
2/28/2026	3/27/2026	64.23	0	158.08	43.82
3/28/2026	4/27/2026	64.23	0	172.18	-64.13

TOTAL**S****683.46****366.21****381.38**

In status reports to the service list of this proceeding provided April 20 and April 22, 2026, Mr. Martinez identified that he had not received the terms of the conditions of the working telephone service over fiber that Frontier initiated on April 21, 2026. In his status report dated April 20, Mr. Martinez provided the charges of the Frontier service he had been charged for until April 20, 2026 as:

- Home telephone services from Frontier (formerly Verizon) \$64.28 monthly
- Internet service is \$101.99 monthly.

Mr. Martinez reported that Frontier communicated orally to him the charge of the combined telephone service over fiber and internet service would be:

- Approximately \$72.37.

Mr. Martinez also stated that he had been requesting telephone service over fiber from approximately July or August of 2025. Mr. Martinez observed

that had he received the service he requested, his charges would have been substantially less in the last year.

The Frontier and Martinez status reports were in agreement that Mr. Martinez had not received written and comprehensive bills, charges, terms and conditions with the offer as required. Mr. Martinez explained the lack of receipt was due to Frontier password protecting the information and texting the password to the telephone number ending in 1290, which is the service at issue in this proceeding that is non-operational and which is a type of service which does not accept texts. Frontier described the lack of receipt as due to missed telephone calls and did not address the failure to provide a written document. Furthermore, Ms. Smith wrote that Frontier intended to migrate Mr. Martinez to the new service despite the failure to provide the required fees, charges, terms and conditions as required.

5. Discussion

We find that Frontier failed to provide Mr. Martinez with working telephone service while continuing to bill him for approximately eleven months. Mr. Martinez is owed reimbursement for bills paid during the time period for which no service was rendered.

Mr. Martinez provides a credible account that he was billed by Frontier for many months of telephone service during the time he received no telephone service from Frontier. Frontier does not specifically dispute Mr. Martinez' dates that he was out of service. Nor does Frontier dispute its responsibility to refund Mr. Martinez for the time period he was without service. However, Frontier

claims the credits applied to Mr. Martinez' account in the amount \$381.38 fully reimburse Mr. Martinez for the time the service was not working.

Frontier's credit of \$381.38 accounts only for bills that should never have been issued in the first place between 10/28/2025 through 4/27/2026. In fact, Frontier only collected \$64.28 from Mr. Martinez during the period for which he received the credit because Mr. Martinez' autopay stopped after this payment.¹⁰ Frontier must directly reimburse Mr. Martinez for his payments made 6/28/2025 to 10/27/2025, in the amount of \$301.93.

With regard to the time period at issue, Frontier is unable to identify the dates or time period that a customer is out of service. Frontier's testimony is that it depends upon its customers to establish whether the telephone service is operational. Mr. Martinez began to notify Frontier as early as July 2025. Mr. Martinez provided a series of dates around which he contacted Frontier beginning in July 2025, and explained his understanding that service had been out for "a couple of weeks" prior to his dates of contact with Frontier, because it took several weeks for medical providers to notify him that he was unreachable on his Frontier telephone number, and because enough time had elapsed that he missed medical appointments. Frontier also admits to chronic service outages due to vandalism. Because of the straightforward presentation of Mr. Martinez' facts, including his pattern of consistently notifying Frontier approximately monthly regarding the service outage, it is reasonable to rely on Mr. Martinez' testimony to establish the duration of time without service. The time period

¹⁰ Frontier collected \$64.28 from Mr. Martinez for the bill 10/28/2025 through 11/27/2025.

established for Mr. Martinez being without service is 11 months, calculating from June 1, 2025 until May 1, 2026.

We next address Frontier's responsibility to provide operational and reliable home telephone service during an extended service outage. Frontier testified that it had the capability to provide Complainant with working telephone service while Mr. Martinez was out of service, but that Mr. Martinez declined its offer. Mr. Martinez' testimony flatly contradicts Frontier's testimony. Instead, Mr. Martinez claims he requested bundled telephone and internet service. Mr. Martinez' testimony prevails because:

- His testimony is supported by documentation, including copies of informal complaints to the Commission, complaint and service ticket numbers, culminating in his Public Records Act request dated March 9, 2026.
- It defies logic that a customer repeatedly asking for working telephone service would decline an offer for working telephone service.
- Ms. Smith's lack of preparation at the hearing and Frontier's continued inability to supply basic information diminishes their credibility, not to mention violates Commission orders and Frontier tariffs as described directly below.

Frontier is obligated by its own tariff to provide an alternative working telephone service during a period of sustained outage. Frontier's Rule 32 of its tariff provides Frontier's obligation to its customers during critical service

outages.¹¹ Frontier is also subject to the Commission's General Order 168, *Consumer Bill of Rights Regarding Telecommunications Services* (Bill of Rights). Several sections of the Bill of Rights extend rights to the customer that we find Frontier has violated. Regarding disclosure,

Consumers have a right to receive clear and complete information about all material terms and conditions, such as material limitations, for i) products and service plans they select or ii) available products and service plans for which they require information.

Regarding public safety,

Consumers have a right to expect that the voice providers will offer connections to E911 emergency services and access to Public Safety Answering Points to the extent this is technically feasible and required by law, and to clear and

¹¹ Frontier tariff for basic residential service contains the rules applicable to this case. Rule No. 32 is labeled Alternative Service Arrangements During Critical Service Outages. Rule No. 32 states:

Whenever there exists a critical service outage in which the customer may be out of service for an extended period of time, the Utility, at its discretion, will offer to provide at no charge, alternative service, or service arrangements that will allow the customer to continue to receive calls until their regular service is restored. The customer will be responsible for the payment of applicable usage charges associated with the alternative service or service arrangement.

Alternative service or service arrangements will only be offered in the following situations:

- life threatening situations, such as natural gas leaks, fires and floods
- when the service outage is caused by the Utility
- cable damage
- when the Utility provides a repair commitment that is longer than normal and the additional time will have an adverse effect on the customer.

The alternative service or service arrangement will be provided to the customer at no charge for a period to be determined by the circumstances.

If the customer currently subscribes to the alternative service or service arrangement being offered, it will continue to be provided at current charge to the customer.

complete disclosure of material limitation on access to 911 emergency services.

Regarding accurate bills and dispute resolution,

Consumers have a right to accurate and understandable bills for products and services they authorize, and to mechanisms for resolving disputes and corrected errors that are accessible, if readily achievable; fair; efficient; and reasonable.¹²

Since having been provided the bundled service as of April 21, 2026, at a cost lower than the cost of internet service he has been paying, Mr. Martinez observes he has been paying more than he would have if Frontier complied with its obligation. To remedy the harm, Frontier must directly refund the difference between Mr. Martinez' old internet service and the current charges for the service and usage of the telephone service bundled with internet that it began providing on April 21, 2026, for a period of eleven months.

Frontier has yet to comply with the assigned ALJ's directive to provide clear terms and conditions applicable to the services it has been providing to Mr. Martinez.

To-date, Frontier has supplied only its Lifeline tariff, which applies to some of the months of service at issue and is not comprehensive without the regular residential telephone service tariff.¹³ Most concerning, Frontier fails to provide Mr. Martinez with comprehensive terms and conditions of the service

¹² General Order 168 at 2-3.

¹³ Frontier billed Mr. Martinez for Lifeline service only from August 28, 2025 to approximately April 22, 2026. Frontier also applied credit to Mr. Martinez' account in its August 28, 2026 bill presumably for Lifeline service the prior month. Without the regular residential tariff, it is difficult to understand Mr. Martinez' bill.

currently operational, that it began providing on approximately April 22, 2026. Mr. Martinez has continued to report this failure to the Commission prior to the initiation of the new service and again after the initiation of the new service, in status reports to the service list of this proceeding. Frontier's last response to Mr. Martinez admits:

This tariff does not include the fiber service we just moved your service to. I believe that information is in the terms and conditions you accepted for the service which Bruce Fitzpatrick went over with you. If you'd like me to set up a second call with Bruce or Cindy to walk through this, I'd be happy to do so. Please just ask. We could also pull your first bill when it generates and walk you through those charges and provide a detailed explanation. I'd have to ask when your new billing cycle will generate. Please let me know how I can help so we ensure you are comfortable with your service.¹⁴

Finally, Frontier agrees that negative impacts on Mr. Martinez' credit, if any, are unwarranted. However, Frontier has yet to address whether it initiated credit action on Mr. Martinez' account. Therefore, Frontier is liable for any negative impacts on Mr. Martinez' credit as a result of improperly putting Mr. Martinez' account in delinquent status.

Frontier is responsible for remedying the harm caused to Mr. Martinez.

Specifically, Defendant shall:

- Refund Mr. Martinez \$301.93 for the amounts billed and not refunded while Mr. Martinez was without service.
- Refund the difference between Mr. Martinez's old internet service and the current charges for the service and usage of

¹⁴ Email message from Jenny Smith to Mr. Martinez, with copy to service list, dated April 22, 2026 at 2:26 pm.

the telephone service bundled with internet that it began providing on April 21, 2026, for a period of eleven months and provide clear and complete information about all charges, fees, and material terms and conditions associated with the service provided.

- The form of refund must be cash or cash equivalent and must not be a credit.
- File a final status report in the docket of this proceeding to confirm compliance with these requirements. The status report shall document:
 - 1) the status of collections activity on Mr. Martinez' account as a result of any collections action that Frontier pursued against Mr. Martinez;
 - 2) Frontier's actions to remedy any negative impacts on Mr. Martinez' credit as a result of Frontier's error;
 - 3) written and comprehensive terms and conditions of the telephone service over fiber and the service and usage charges of the service which is currently provided to Mr. Martinez;
 - 4) the amount of the difference between Mr. Martinez's old internet service and the current charges for the service and usage of the telephone service bundled with internet that it began providing on April 21, 2026, for a period of eleven months, and the date the refund for the difference was issued.

In conclusion, Complainant has established that Frontier violated its tariffs and Commission General Order 168 by billing for services not rendered and failing to provide an alternative working telephone service to its customer. The testimony, evidence and applicable tariffs all support the remedy ordered in this decision.

6. Assignment of Proceeding

Darcie L. Houck is the assigned Commissioner and Camille Watts-Zagha is the assigned Administrative Law Judge and Presiding Officer in this proceeding.

7. Waiver of Comment Period

Pursuant to Rule 14.7(b) of the Commission's Rules of Practice and Procedure, the 30-day public review and comment period required by Section 311 of the Public Utilities Code and the opportunity to file comments on the proposed decision is not applicable in Expedited Complaint Proceedings. Accordingly, this matter was placed on the Commission's agenda directly for prompt action.

O R D E R

IT IS ORDERED that:

1. The time period that Complainant Martinez was without telephone service at the number ending in 1290 is June 1, 2025 to April 21, 2026, a period of approximately eleven months.
2. Within 10 days of the date this decision is adopted, Frontier Communications, Inc. shall directly refund Complainant \$301.93, the amount unfairly collected from Complainant while no telephone service was provided from June 28, 2025 through October 27, 2025.
3. Defendant is liable for all negative impacts on Complainant's credit as a result of erroneous reporting.
4. Within 10 days of the date this decision is adopted, Frontier shall directly refund the difference between Mr. Martinez's old internet service and the current

charges for the service and usage of the telephone service bundled with internet that it began providing on April 21, 2026, for a period of eleven months.

5. Within 30 days of the date this decision is adopted, Frontier Communications, Inc. shall file a final status report in the docket of this proceeding and describe in detail:

- a) the status of collections activity on Mr. Martinez' account as a result of any collections action that Frontier pursued against Mr. Martinez;
 - b) Frontier's actions to remedy any negative impacts on Mr. Martinez' credit as a result of Frontier's error;
 - c) written and comprehensive terms of condition of the telephone service over fiber and the service and usage charges of the service which is currently provided to Mr. Martinez;
 - d) the date on which Frontier will begin billing Mr. Martinez for the service and the amount that will be charged from that day forward.
6. All other requests for relief are denied.
7. Case 26-02-010 is closed.

This order is effective today.

Dated _____, at Fort Bragg, California.