

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

Stephanie Matheney,)	
)	
Complainant,)	
)	
v.)	Case No. 19-1933-TP-CSS
)	
United Telephone Company of Ohio)	
d/b/a CenturyLink,)	
)	
Respondent.)	
.)	

**UNITED TELEPHONE COMPANY OF OHIO D/B/A CENTURYLINK’S
ANSWER, DEFENSES AND AFFIRMATIVE DEFENSES**

United Telephone Company of Ohio d/b/a CenturyLink (“CenturyLink”) files this Answer, Defenses and Affirmative Defenses in response to the Complaint submitted in the above referenced docket pursuant to Ohio Administrative Code 4901-9-01. CenturyLink generally denies the allegations set forth in the Complaint, except as specifically admitted hereinafter. For the sake of clarity, each sentence of the Complaint is set forth below, with its corresponding answer, and each sentence of the Complaint is written verbatim as it appears in the Complaint and will not include the designation “[sic].”

1. *As a customer of CenturyLink I talked extensively to their representative about their ‘lifetime guarantee’ basic rate of \$49.99 in 2010.*

ANSWER: CenturyLink admits that Complainant is its customer and that Complainant purchased a bundled package of unregulated internet service and telephone exchange/toll services, Simple Choice, in 2010. CenturyLink denies the remainder of this allegation and further states that CenturyLink did not have a lifetime guarantee on rates for basic service in 2010.

2. *As I was and still am on a fixed income I stressed the need for assurance that my basic rate would not increase.*

ANSWER: CenturyLink lacks sufficient knowledge or information to form a belief as to the truth of the allegations in this sentence and therefore denies such allegations.

3. *I was assured by their representative that although taxes, etc. may increase, my basic rate would not.*

ANSWER: CenturyLink denies this allegation.

4. *There was no mention of a 5-year Lock Program.*

ANSWER: CenturyLink denies this allegation. Complainant was informed the Simple Choice service expired after five years.

5. *Amazingly, now CenturyLink has advised that I can have a ‘Lifetime guarantee’ basic rate at \$96.99.*

ANSWER: CenturyLink denies that it has offered Complainant a “Lifetime guarantee” and clarifies that its current product offering, “Price for Life,” is not an offer for basic local service (BLES) nor does Complainant purchase BLES. The Price for Life offer is a bundled service offering that bundles internet service with telephone exchange/toll services and is a commitment to honor a \$96.99 price per month so long as the residential customer retains the same plan at the same address.

6. *Should I believe them this time?*

ANSWER: This allegation is not a factual assertion that requires an answer. Notwithstanding that an answer is not required, CenturyLink denies any factual allegation that

suggests that CenturyLink has acted in any manner other than truthfully and accurately in its discussions regarding its internet and bundled product offerings.

7. *Are they kidding?*

ANSWER: This allegation is not a factual assertion that requires an answer. Notwithstanding that an answer is not required, CenturyLink denies any factual allegation that suggests that CenturyLink has acted in any manner other than truthfully and accurately in its discussions regarding its internet and bundled product offerings.

8. *I am filing this Complaint in hopes that the Commission will convince CenturyLink to abide by their original “lifetime guarantee.”*

ANSWER: CenturyLink lacks sufficient knowledge or information to form a belief as to Complainant’s intention and rationale for filing the complaint and therefore denies that part of the allegation. As for allegation that CenturyLink made an “original ‘lifetime guarantee,’” CenturyLink denies that allegation.

9. *As far as CenturyLink continuing to urge certain customers to apply for ‘Lifeline’, I’ve resented that I was forced to apply in the past and I resent it now.*

ANSWER: CenturyLink lacks sufficient knowledge or information to form a belief as to Complainant’s emotional state and clarifies that Lifeline is a federal and state program that requires annual re-certifications by recipients of the Lifeline benefit under those programs and that such requirements are not within the control of CenturyLink.

10. *Why should those of us in reduced circumstances, who are doing their best to make due, be forced by those mega corporations to turn to “government programs.”*

ANSWER: CenturyLink lacks sufficient knowledge or information to form a belief as to Complainant's financial state or other circumstances in the allegation. CenturyLink clarifies that Lifeline is a federal and state program that requires annual re-certifications by recipients of the Lifeline benefit under those programs and that such requirements are not within the control of CenturyLink.

11. *And, as far as the 'bundle' loophole – anyone who deals with a loved one with a life threatening prolonged illness depends on the landline and the internet; not only for the latest medical advances but support.*

ANSWER: CenturyLink lacks sufficient knowledge or information to form a belief as to Complainant's medical circumstances alleged in this sentence and therefor denies this portion of the allegation. The remainder of the sentence is not a factual allegation that requires an answer.

12. *They do not depend on television service, a luxury many of us, including my family, do without.*

ANSWER: CenturyLink lacks sufficient knowledge or information to form a belief as to Complainant's financial circumstances alleged in this sentence and therefore denies this portion of the allegation. The remainder of the sentence is not a factual allegation that requires an answer.

DEFENSES AND AFFIRMATIVE DEFENSES

A. FIRST DEFENSE

13. The Commission lacks subject matter jurisdiction over the Complaint.

B. SECOND DEFENSE

14. Complainant has failed to set forth reasonable grounds for a complaint and upon which relief can be granted as required by Ohio Revised Code 4927.21.

C. THIRD DEFENSE

15. CenturyLink has at all times acted in accordance with its tariff, all applicable statutes, administrative rules, and regulations and orders of the Commission.

D. FOURTH DEFENSE

16. CenturyLink has breached no legal duty or contractual obligation owed to Complainant.

E. FIFTH DEFENSE

17. The complainant's claim is barred by the doctrines of waiver or estoppel.

F. SIXTH DEFENSE

18. CenturyLink reserves the right to raise additional defenses as warranted by discovery in this matter.

G. SEVENTH DEFENSE

19. Complainant's claim has been satisfied. In 2010, Complainant had purchased a Simple Choice service package that bundled internet service and telephone exchange/toll services. The pricing for the package was \$49.99 per month, which expired in 2015. Complainant filed an informal complaint with the Commission on October 13, 2015. See Informal Complaint Case SMAT100915ZQ. That informal complaint alleged the same grounds as alleged in this formal complaint, and sought to retain the pricing of \$49.99 per month for life. The Complaint was resolved when CenturyLink offered, and Complainant accepted, loyalty

discounts to resolve the complaint. The loyalty discounts have now expired and CenturyLink is under no duty to continue to provide them for its market rate services.

Pursuant to a Commission rule (Ohio Administrative Code 4901-1-09(F)), the Complainant has 20 days to file a written response agreeing or disagreeing with the assertion that this Complaint has been settled and that, if no response is filed, the Commission may presume that satisfaction or settlement has occurred and dismiss the Complaint.

WHEREFORE, having fully answered the Complaint, CenturyLink respectfully requests that the Commission dismiss this Complaint with prejudice.

Respectfully submitted,

A handwritten signature in black ink that reads "Dane Stinson". The signature is written in a cursive, flowing style.

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CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing *Answer, Defenses and Affirmative Defenses* has been served upon the following party by regular U.S. Mail this 26th day of November 2019.



Dane Stinson

Stephanie Matheney
243 South Main Street
Malta, Ohio 43758

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in

Case No(s). 19-1933-TP-CSS

Summary: Answer Defenses and Affirmative Defenses of United Telephone Company of Ohio
d/b/a CenturyLink electronically filed by Teresa Orahood on behalf of Dane Stinson