

FILE

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BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO

PUCO

2020 APR -2 PM 2:03

Marshall G Hiles not Giles as  
CenturyLink's Counsel can't get that right

Complainant

v.

Case No. 20-84-TP-CSS

United Telephone Co. Of Ohio d/b/a  
CenturyLink

Respondent

**Complainant's Response to Respondent's Motion to Dismiss filed 2/3/2020**

The Complainant reviewed the Respondent's Motion to Dismiss and the Motion contains major errors that first, "the PUCO is without jurisdiction" to resolve fairly and justly the Complaint, which was false because the Respondent totally ignored **the Consumer Protection Act and Law ORC 1345.01** that forbids CenturyLink acting as they did over a long period of time. Many months!

As used in sections **1345.01 to 1345.13** of the **Ohio Revised Code Consumer Law States:**

(A) "Consumer transaction" means a sale, lease, assignment, award by chance, or other transfer of an item of goods, **a service**, a franchise, or an intangible, to an individual for purposes that are primarily personal, family, or household, or solicitation to supply any of these things. "Consumer transaction" does not include transactions between persons, defined in sections **4905.03** and **5725.01** of the Revised Code, and their customers, except for transactions involving a loan made pursuant to sections **1321.35** to **1321.48** of the Revised Code and transactions in connection with residential mortgages between loan officers, mortgage brokers, or nonbank mortgage lenders and their customers; transactions involving a home construction service contract as defined in section **4722.01** of the Revised Code; transactions between certified public accountants or public accountants and their clients; transactions between attorneys, physicians, or dentists and their clients or patients; and transactions between veterinarians and their patients that pertain to medical treatment but not ancillary services.

(B) "Person" includes an individual, **corporation**, government, governmental subdivision or agency, business trust, estate, trust, partnership, association, cooperative, or other legal entity.

(C) "**Supplier**" means a seller, lessor, assignor, franchisor, or other person engaged in the business of effecting or soliciting consumer transactions, **whether or not the person deals directly with the consumer**. If the consumer transaction is in connection with a residential mortgage, "supplier" does not include an assignee or purchaser of the loan for value, except as otherwise provided in section 1345.091 of the Revised Code. For purposes of this division, in a consumer transaction in connection with a residential mortgage, "seller" means a loan officer, mortgage broker, or nonbank mortgage lender.

**(D) "Consumer" means a person who engages in a consumer transaction with a supplier.**

Anyone can see that **CenturyLink is a service supplier** and a **business corporation that effects or solicits business in Ohio to Consumers like the Complainant.**

Second, the Complainant did not fail to state very reasonable grounds upon which relief can be Granted and third the **Complaint has NOT been satisfied** and that is very clear from the record. The Complainant will address the facts in the attached Memorandum in Support that call for the PUCO to deny Respondent's Motion to Dismiss and to take appropriate action to not only resolve this case but to act to protect ALL Ohio Consumers from Respondents like CenturyLink.

Respectfully submitted,  
s/ Marshall G. Hiles  
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BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO

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Case No. 20-84-TP-CSS

United Telephone Co. Of Ohio d/b/a  
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Respondent

**MEMORANDUM IN SUPPORT OF THE COMPLAINT**

The fact Centurylink's Counsel couldn't even get the Complainant's last name correct is very clear. It is just one example how he is an outsider trying to look in and he needs to experience the abuse, lies, harassment, and other that the Complainant incurred from CenturyLink for several months in 2019 even to the extent many of their own employees witnessed it as well.

To further demonstrate how Counsel Stinson is clearly an outsider trying to look in, his very first paragraph totally ignores ORC 1345.01 and 1345.02 by asserting that the service the Complainant had with CenturyLink was just a basic package that he purchased and upgraded for well over 30 years and that is NOT a legal reason to dismiss this case but actually is a solid reason to continue the case based on Ohio Consumer Law and resolve it fairly and justly. The Complainant is a Consumer under the ORC and CenturyLink is a service provider making no distinction in their services. CenturyLink was happy to charge the Complainant for those services and increase their charges for a long time. 1

Respondents Counsel, in another example of his lack of knowledge and understanding of the Complainants Case, states the Complainant made a settlement demand of CenturyLink to resolve this matter, but fails to honestly state that a demand was NOT made until AFTER CenturyLink sent him a waiver for August 2019 but also offered an additional settlement amount of 20 per month lifetime in his monthly bills. If Counsel reviewed the Complaint why did he ignore that?

In another example of dishonesty to justify Counsel's illegal Motion to Dismiss he states that the Complainant "being no longer a CenturyLink Customer", after he was forced out the door due to CenturyLink's dishonesty and violation of the ORC, is a reason not to be given a civil requested breakdown of his monthly charges when it was asked to be done before the Complainant was no longer a customer. What does he and CenturyLink have to hide?

Counsel makes the Statement the Complaint is being filed solely to recover monetary damages while he fails to acknowledge that CenturyLink did not deal with the Complainant in good faith or refer to the excessive length of time he endured and suffered CenturyLink's Service problems and failure to fix it and the nature of the damages he incurred during that time. He fails to state that the Complainant tried to get the problem fixed long before he was directed to Denver and ticket numbers started at the end of June 2019 and it was very clear the Complainant, in addition to CenturyLink's faulty service he paid for, endured months of problems with a faulty CenturyLink trouble and call in system too it was a serious problem to him and all Ohio CenturyLink Consumers and Customers.

It became clear this was NOT the same CenturyLink that provided service to the Complainant for several years prior to his quadruple heart bypass surgery in Jan 2019 and most of 2019.

Counsel states the Complaint has been satisfied and further evidence he failed to review the Complaint or he would have quickly seen that Chardwick Woods, who is supposed to be a CenturyLink Customer Advocate, rejected the Complainant's counter offer to replace the 20 per month lifetime offer to settle and did NOT make any attempt to settle after that point. The **Complaint clearly has NOT been satisfied, is NOT moot,** and grounds for relief to be granted under the ORC, the Law, with a good outline of the damages that were incurred by the Complainant over several months time, even to his life being jeopardized and legal work being interfered with by CenturyLink. If Mr. Stinson had endured what my local attorney Dirk Earley and the Complainant did for months from CenturyLink he probably wouldn't be their Counsel. PUCO may call Dirk Earley at 1-937-456-4104 of Earley and Earley Law to verify his problems.

1. Counsel's excuse for the PUCO to Dismiss this Case is because PUCO does not have jurisdiction and once again Counsel makes a blatant error by alleging the Admin. Rules he cited that PUCO has no jurisdiction while he ignored Ohio Law giving them the jurisdiction in this case to do so. He is trying to convince PUCO it is under "Section 4927.03" and clear Counsel Stinson doesn't know the difference between Rules and the Ohio LAW that protects Ohio Utility Consumers and Customers. Counsel Stinson is in gross error by using a rule to justify his Motion to Dismiss. Is this the basis PUCO wishes to use to Dismiss and ignore ORC 1345.01 and the Ohio Consumer Protection Act?
2. Counsel alleges that the Complaint Fails to State Reasonable Grounds upon which Relief can be granted and one has to ask did he read the Complaint and the facts that give great cause for Relief to be granted in this case. Relief after CenturyLink was given a fair opportunity to settle this case without any complaint being filed with PUCO? Counsel needs to be asked if he knows what compensatory and punitive damages are and the difference between economic and non economic damages?

They do not have to be economic losses to qualify for compensatory and punitive damages to be arbitrated by PUCO and paid by the Respondent when CenturyLink's record of harm and abuse is very clear in this case. Counsel ignores once again the Complainant's effort to get his service in order for months and the damage it caused to him and his family during that time. Counsel mentions some of the things that happened to the Complainant and are accepted under the Ohio law as non economic. Note: 4) "Noneconomic loss" means nonpecuniary harm that results from an injury or loss to person or property that is a subject of a tort action, including, but not limited to, pain and suffering, loss of society, consortium, companionship, care, assistance, attention, protection, **advice, guidance, counsel, instruction**, training, or education, disfigurement, **mental anguish, and any other intangible loss**. Given these facts this Complaint cannot be dismissed severely damaging the Complainant's rights under the ORC 1345.01-.09.

Note what PUCO states as to why PUCO was created by Ohio: The Public Utilities Commission of Ohio (PUCO) affects every household in Ohio. That's because the PUCO regulates providers of all kinds of utility services, including electric and natural gas companies, **local and long distance telephone companies**, water and wastewater companies, rail and trucking companies. The PUCO was created to assure Ohioans adequate, safe and **reliable public utility**. PUCO has to decide if they are going to respect ORC 1345.01-.9 and the Ohio Consumer Protection Act or grant Counsel's Motion to Dismiss With Prejudice this case even in the face of Counsel submitting a Motion to PUCO that is laced with errors and total ignorance of the facts of the Complaint filed with PUCO by an Ohio Consumer and Customer.

3. Counsel states "the Complaint has been satisfied ", another blatant error and clear he did not read the history or facts of this complaint and case! He refers to NONE of the historical facts for if he did, he knows this case should not be dismissed especially with prejudice and makes another error in this point 3. His client admits their guilt extending an offer to the Complainant to settle this case for one month credit PLUS a 20 per month lifetime credit against their monthly bills and the Complainant accepted that offer in part but rejected the 20 per month lifetime credit because CenturyLink could quickly increase the monthly charges that amount or more and as a result the Complainant made a cash proposal of 15,000 for the abuse, lies, and hell CenturyLink caused this Ohio Consumer and Customer for several months. It appears that Counsel once again failed to read the Complaint else he would not have stated it had been satisfied.

Counsel states Complainant is no longer a customer but fails to state it was CenturyLink who drove him out the door after they failed to fix the long standing problems, then blamed him for his own problems after a CenturyLink employee came to the Claimants

home and declared it was a CenturyLink office problem. Matt had been here in the past long before CenturyLink's service declined severely and knew it was NOT a self inflicted problem.

This fact in addition to the Complainant being routed to 5 different States even offshore to the Philippines without getting resolution to CenturyLink's problem and being charged monthly for CenturyLink service, plus a faulty CenturyLink trouble and call in system was a gross violation of the Ohio Consumer Protection Law and Act. Yet Counsel ignores all the facts and that CenturyLink made a feeble effort to settle this case while they admitted their guilt in offering a settlement. While Counsel contends the case was settled by Complainant's acceptance of the full charges for August 2019 he ignores the truth and facts and being dishonest he has been caught doing so. Is this the kind of conduct PUCO expects Utility providers to do to Ohio Consumers and Customers? It is more than just reason for PUCO to deny Counsel's Motion to Dismiss With Prejudice.

Counsel in an obvious effort to grab at any straw he can to get rid of this case states, "the Complainant has 20 days to file a written response" yet he did not mail a copy of his Motion to the Complainant as he stated he did in a Certificate of Sevice and the PUCO case manager advised the Complainant he could file a written response at this time for Counsel referred to his Motion to Dismiss in the teleconference hearing held March 24, 2020. I would add that it appears Counsel can act as he pleases even if it means making errors, misquoting or ignoring ORC LAW, and misstating or ignoring the facts of this case and do anything he pleases because he is an attorney with Bricker and Eckler LLP and the Complainant is just an Ohio Consumer and Customer. That is the same attitude and treatment CenturyLink extended to their Ohio Consumer and Customer after 30+ years of him being a Customer and remaining with the same Utility. CenturyLink clearly by law should be liable for the damages they inflicted upon the Complainant. PUCO should deny Counsel's Motion to Dismiss given these facts and circumstances.

### **KEY FACTS AND CONCLUSION**

The Complainant filed a very accurate Complaint with PUCO after he had given CenturyLink enough time to fix his Utility phone service and respond in a reasonable length of time. In addition to the severe service problems he endured months of problems with CenturyLink's customer call in trouble report system which ironically happened when speaking

to Brian an out of State technician who had to call the Complainant back when it took place during that call. Brian even referred to the fact Centurylink had been called several times previously about that trouble. But during the teleconference call on March 24, 2020 a CenturyLink party made no mention of that fact or the calls that had been placed over several months prior with the Consumer and Customer being routed to at least 5 States and then even to the Philippines to a party whose English was suspect. Why were those calls omitted from CenturyLink's records when trouble calls were referred to by CenturyLink employees? It is another example of the kinds of problems this Consumer had trying to get his serious problem resolved. Nothing like this happened when CenturyLink had a local office and support here in Eaton or even when they consolidated into Dayton. But the support and report system took a major nose dive after it was removed from Dayton. CenturyLink's service and support system greatly deteriorated after they closed these offices and their mergers in 2018 and it was proven in this case in 2019. They even did this in the face of ORC Law 1345.01 and the Ohio Consumer Protection Act.

These problems caused this Ohio Utilities Consumer and Customer severe damage that even occurred during calls with his heart surgeon, endocrinologist, lawyers, elected officials staff, and business efforts. These problems no doubt caused some economic loss but certainly caused non economic losses. I want to point out that the heart surgeon's office couldn't even be called back in the same day or week after the fact. It was clear that the trouble and length of time it transpired was excessive and beyond reason.



The Complainant wishes to point out that PUCO has NO complaints on file from this Ohio Consumer and Utilities Customer after living at the same address for 35 years except for this one. If what he experienced from CenturyLink had not been excessive and way beyond reason no complaint would have been filed with PUCO. If this case is NOT covered by the ORC 1345.01-.09 and the Consumer Protection Act then we have to ask what case is?

In addition, it needs to be said that the Complainant did not have problems as stated in this Complaint, even with CenturyLink for a good while, but the service deteriorated in 2018 and afterward. Even good CenturyLink employees after a time were horrified by what took place with this Ohio Consumer and Customer. It got so bad that the Complainant was directed to Denver Col and two employees there did their best to get the problem fixed and also turned the Customer over to a CenturyLink Customer Advocate who ultimately failed to get all his facts right and certainly was NO Advocate for this Customer. A copy of an email dialog was provided to PUCO where the Customer was blamed for causing his own problems and apologies were made after CenturyLink harassed the Customer over the return of his equipment for a month when it had been sent and received by CenturyLink several weeks earlier. The Customer was also harassed for charges he did not owe to CenturyLink that later an apology was extended for that as well.

The Consumer is a loyal person and even with all the abuse he had encountered with CenturyLink he remained a Customer until he was blamed for his own problems by CenturyLink. Basically that forced him out the door when most customers would have

left for another service supplier long before this Consumer and Customer did CenturyLink.

It is clear longevity and loyalty meant nothing to CenturyLink.

While Counsel Stinson claims this case was settled which has been shown to be false and incorrect, CenturyLink has a record of using tactics to avoid being held accountable for their abuse and misconduct. It is ironic they claim to exhibit such high values on their own website when they do NOT. Next is an article that shows the kinds of tactics they use and why this Consumer rejected a huge part of their settlement proposal and their admission of guilt.

#### **CenturyLink Fights Billing-Fraud Lawsuit By Claiming That It Has No Customers [rurstechnica.com](http://rurstechnica.com) 198**

CenturyLink is trying to force customers into arbitration in order to avoid a class-action lawsuit from subscribers who say they've been charged for services they didn't order. To do so, CenturyLink has come up with a surprising argument -- the company says it doesn't have any customers. While the customers sued CenturyLink itself, the company says the customers weren't actually customers of CenturyLink. Instead, CenturyLink says they were customers of 10 subsidiaries spread through the country. CenturyLink basically doesn't exist as a service provider -- according to a brief CenturyLink filed Monday.

"That sole defendant, CenturyLink, Inc., is a parent holding company that has no customers, provides no services, and engaged in none of the acts or transactions about which Plaintiffs complain," CenturyLink wrote. "There is no valid basis for Defendant to be a party in this Proceeding: Plaintiffs contracted with the Operating Companies to purchase, use, and pay for the services at issue, not with CenturyLink, Inc." CenturyLink says those operating companies should be able to intervene in the case and "enforce class-action waivers," which would force the customers to pursue their claims via arbitration instead of in a class-action lawsuit. By suing CenturyLink instead of the subsidiaries, "it may be that Plaintiffs are hoping to avoid the arbitration and class-action waiver provisions," CenturyLink wrote.

After CenturyLink forced this Consumer and Customer out the door and having denied him a breakdown of charges, rather than file a class action suit against CenturyLink in State Court in

Preble County, especially when numerous Preble County Consumers and Customers were clearly damaged by CenturyLink, the Complainant filed his Complaint with PUCO after the \$15,000 demand to settle this case was rejected by Centurylink. He felt PUCO would be a good agency to arbitrate and mediate a fair settlement even though this Consumer suffered and was severely damaged by CenturyLink and for as long that \$15,000 cash was a very fair settlement, for had he filed a class action in the Preble County Ohio Court, \$15,000 is a small amount in comparison that probably would be assessed to CenturyLink in a class action lawsuit of that nature.

Now Counsel Stinson, who is ignoring Ohio Consumer Law, when as stated in the article above CenturyLink used tactics to force those customers into arbitration for that case when arbitration with a recommended PUCO settlement amount further exposes CenturyLink's tactics being used in this case. Counsel Stinson however contends PUCO has NO jurisdiction to do so showing PUCO how he and CenturyLink operate.

Counsel Stinson contends the problems this Ohio Consumer and Customer had for a lengthy period of time was exempt because it involved long distance calls, even 800 numbers, and the Complainant asks what he intends to say now that areas have run out of area codes and even area codes have to be used for local calls? So it should be clear that the utility phone and LD service has to include ALL features supplied to an Ohio Consumer and Customer by a telephone utility.

Therefore the Complainant respectfully requests PUCO to reject Respondents Motion to Dismiss With Prejudice and see to it that Ohio Phone Utility Consumers and Customers are protected under the Ohio Consumers Protection Act else ORC 1345.01-.09 and the Act have

failed and are worthless in what they were created and intended to do. The PUCO should see to it a fair and just resolution occurs in this case.

Note: The Complainant in addition to what he initially provided to PUCO and afterward as Part of and in Support of the Complaint has included a Section entitled Exhibits and Explanation that not only Support his Complaint but is also more evidence to justify PUCO to deny Respondents Motion to Dismiss and arrive at a fair and just settlement to this case.

Respectfully submitted,

3/31/20  
Date

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## **EXHIBITS AND EXPLANATIONS**

1. 3 Pages of Negative Comments Made On the Internet against CenturyLink. While Research found there are some good ones too this Exhibit focuses on the Service Company itself, their conduct, and tactics, while hundreds could not be included. There are a huge number on the Internet Service, many more on other issues. There are far more negative than positive. Sad but this case shows it is credible.
2. Copy of CenturyLink's Counsel's Certification of Service with his Motion to Dismiss that is FALSE. At no time was it served upon the Complainant and he never signed for a copy. What is very revealing is that Counsel used the same document long before Feb 3, 2020 and it was received by the Complainant with a Letter dated July 3, 2019 all stapled together from Joni Duran with a CenturyLink logo and Counsel's Defense in a different format. Impossible! The ONLY possible way that could have happened was if Counsel knew in advance the date he would have to file his Motion to Dismiss with PUCO and prior to the joint PUCO teleconference held on March 24, 2020 at 2:30 PM. That date and time was known in advance.
3. A copy of an email confirming the Complainant spoke with PUCO for the first time and was advised at that time by them to file a complaint also with the FCC, I called the FCC and they recorded my complaint with them and also advised me to keep working with PUCO as the agency to get this case settled. I also advised the FCC I would be sending them a letter and copies of the documents I received from Joni Duran on Jul 3, 2019.
4. Copy of a letter dated July 8, 2019 the Complainant sent to the FCC to follow up the phone call he had previously made to the FCC at the direction of the PUCO. A copy of the letter from Joni Duran dated July 3, 2019 and a copy of CenturyLink's Answer and Defenses PLUS the Certification of Service letter pre dated Feb 3, 2020 stating it was served and that the Complainant was mailed a copy of this document and he was NOT! This is a copy of it he received from Joni Duran NOT Counsel Stinson. His Certification of Service was clearly FALSE. In addition Counsel shows his ignorance of the facts or verifies the Centurylink records are false and incomplete by on page 2 referring to Brian and that Brian witnessed firsthand the problems and had to call back NOT that the call was dropped by the Complainant. But again how did that Certification so pre dated get attached to a copy of his Defense this far in advance? PUCO needs to ask CenturyLink what is going on and it is further example of why Counsel's Motion to Dismiss legally must be denied.

5. A copy of an email Jenny Owen of CenturyLink sent to the Complainant showing she had to escalate his serious problems a SECOND time with CenturyLink after an email was sent to her by the Complainant saying he was having very serious problems. This shows how damaged he had been with CenturyLink for too long!
6. A copy of an email sent from PUCO to the Complainant after the problems he was having with CenturyLink were elevated by PUCO and PUCO sent a copy of an email sent to them from Jennifer Owen and NOTE! He had trouble as early as July-Aug 2018. It then records trouble was reported to CenturyLink on Mar 3, 2019 soon after the Complainant went into hospital for quadruple bypass on Jan 14, 2019 and as has been stated it was NOT fixed and continued AFTER his surgery and well into 2019. This clearly confirms the length of time he and his family endured the problems with CenturyLink and also the problems he had getting it fixed and with CenturyLink's trouble and call in system. To further prove the problems being had not only with his phone and LD CenturyLink Service but clearly the company itself compare this email to an email from CenturyLink entitled Decision on Request Oct 7, 2019 and compare the two! Shows that something is rotten at CenturyLink!
7. Chadwick Woods states his email on Oct 7, 2019 is in response to the Complainant's letter he sent to CenturyLink's Legal Dept. in Denver Col on August 15, 2019 and now some nearly two months later he gets this response from Chadwick. One has to ask for starters why he did not report problems on Mar. 3, 2019 or show July 31, 2018 and Aug 7, 2018? If he had it clearly would have contradicted his tickets that NO problem was found by CenturyLink outside near or in the house and Matt told the Complainant the problem had to be a CenturyLink problem in the office and programming. The Complainant said repeatedly the same problems started long before him being directed to Denver and Chadwick was in error not getting his facts straight. This proves that fact! His comments also prove that CenturyLink extended an offer before he was forced out as a Customer due to CenturyLink's abusive conduct which shows they were admitting their guilt and why their offer for a lifetime 20 per month credit was rejected for the reasons that have been stated. That could be easily wiped out. It is also amazing that Chadwick states the Complainant received a credit of 290.53 and it is also stated by Counsel on Page 2 of CenturyLink's Defense Reply it is 274.30 and shows they can't get their facts right or correct!

A copy of the August 15, 2019 letter to Ms. Fenner of the CenturyLink legal dept. and she never called back, the letter that was sent to her was straight and accurate.

A copy of an August 21, 2019 letter to PUCO with a copy of the August 15, 2019 letter to CenturyLink.

b.

8. A copy of a letter dated Nov 5, 2019 to CenturyLink showing that the Complainant has endured months of serious problems with CenturyLink service since spring of 2019, showing I had been blamed for those problems and it was excessive and their own tech stated the problems were not mine or here at the house but had to be a CenturyLink office programming problem. The CenturyLink call in trouble and report system was a mess, I was being very reasonable and also I have been forced out the door, I had sent names of witnesses and numbers to the facts, never called by CenturyLink, had suffered even life threatening damage, and my settlement demand did not end after I was forced out the door.

An email dated Nov 6, 2019 to Chadwick Woods where he has made several errors one being the amount of credits that first did not include a promised credit and second had to include a credit for a charge for equipment that had been returned weeks prior with acknowledged receipt.

An email dated Nov 7, 2019 to Chadwick Woods showing I was still getting harassed by CenturyLink for the return of equipment that had been sent weeks prior and also Radio Shack/UPS was a witness to that fact and also to numerous Ohio Consumers incurring the same kind of problems with CenturyLink and their service.

9. Copy of a letter sent to the CenturyLink Board and CEO concerning the problems this Ohio Consumer had incurred with CenturyLink and part of his legal cases involved Iraq War and WWII Veterans. It gave them an outline of what took place and CenturyLink never bothered to respond. Exhibit 9 also included a copy of a letter sent to PUCO.
10. Copy of a letter from PUCO dated January 13, 2020 stating they had received a formal complaint from the Complainant. Formal Complaint copy attached.
11. Copy of a letter handwritten from Ralph David verifying the trouble I had with my phone even when he tried to reach me. He also witnessed the trouble I had all the way back to when it got worse in the spring of 2019 NOT June 2019. Ralph has serious health issues too and I saved his life by phone before the service went so bad with CenturyLink. He took the time as one can see to write his verification of it by hand. He can be reached at 1-513-793-3909 .H e played BB in the NBA where he got hurt and and wioth Oscar Robertson at UC.

## **FACTS PROVEN BY THE MEMORANDUM, EXHIBITS, AND EPXLANATION**

1. Complainant was a long time Consumer of Ohio Public Utilities
2. He had been at the same Ohio Address for 35 years
3. He never filed a Complaint with PUCO before this one against CenturyLink
4. He tried to get his problems resolved with CenturyLink for many months in 2019.
5. He had been a CenturyLink Customer since they became the supplier after Embarg, them after Sprint, them after Untied Telephone.
6. CenturyLink clearly declined in Preble County Ohio in 2018 and 2019 and after they closed the Eaton and Dayton Offices.
7. He had problems with the telephone and LD service not the Internet.
8. He had serious problems with CenturyLink's call in trouble and report system
9. CenturyLink eventually routed him to customer service employees in at least 5 different States, eventually the Philippines. They stated they could see he called in many times
10. His problems with CenturyLink and getting his trouble fixed began in the Spring of 2019 not late June 2019
11. A CenturyLink employee named Brian saw part of the trouble first handed when speaking he lost the Complainant and had to call him back. That was on an 800 number
12. This was the worst treatment that ANY Public Utility extended to the Complainant
13. CenturyLink declined into a mess. The problems occurred because of the Company
14. There are several witnesses to the Complainants problems and how long
15. The Complainant was blamed for his own problems but CenturyLink techs looked at his home outside and the pole and stated it had to be a CenturyLink office problem
16. The Complainant was driven away from CenturyLink due to their conduct and failures
17. The Complainant asked for a breakdown of his mo charges before he was NOT a customer and got no response from CenturyLink
18. CenturyLink's record system was either a mess or employees lied when telling him they could see where he called several times and before the end of June 2019.
19. CenturyLink harassed the Complainant unnecessarily over the return of his equipment charged him for it then credited his accou8nt for it and had to be part of the 290.00 they claim was credited to his account
20. CenturyLink admitted their guilt by offering him a credit for the month of August 2019 and also extended as part of the settlement a lifetime offer of 20 per month which the Complainant rejected and countered with \$ 15,000 cash to compensate for all the damage CenturyLink caused to him and his family over many months before being forced out
21. Counsel contended this case had been settled and that was another one of his errors
22. Counsel's Defense and the Motion to Dismiss is laced with key errors
23. Counsel completely ignored the Ohio Consumer Protection Act and ORC 1345.01-.09



24. The Complainant filed a Complaint with the FCC at the direction of PUCO and was told to keep working with PUCO to settle his telephone issues with CenturyLink and problems with the Company
25. There are more but that is enough to prove the accuracy of the Complainants filings with PUCO and the FCC and with CenturyLink and they remain without excuse and liable it is incumbent upon PUCO to see what the Complainant encountered with CenturyLink and to take the proper steps to see to it justice and Ohio Consumer Law prevail and send a message that PUCO that Ohio expects the proper conduct out of ALL Public Utilities that operate in Ohio

**NOTE:** Several exhibits were already submitted to PUCO with the Complaint that included email dialogs with CenturyLink that also proved the above facts.

**Final Message to PUCO:**

The Complainant had NEVER incurred the types of problems he did with CenturyLink in this case with his phone, LD, trouble call in and report service, and the utility itself, that was for 33 1/2 years with United Tel, Sprint, Embarq, and CenturyLink at the beginning and for some time thereafter until the problems occurred as stated in this Complaint. He took the length of time he had good service with little trouble into consideration along with being severely damaged by CenturyLink in this case to determine what he considered was a fair settlement. It is also why he filed a complaint with PUCO for them to act as the party to oversee that a fair and just settlement occurred in this case. The Complainant requests that to occur in this case.

**CERTIFICATE OF SERVICE**

I hereby certify that a true copy of the Complainant's Response to Counsel for CenturyLink's Motion to Dismiss with Memorandum, Exhibits, Explanation, and Facts, has been served upon Docketing for PUCO and Dane Stinson with Bricker Eckler, Counsel for CenturyLink, by Priority Mail with tracking and signed receipt, this 31st day of March 2020.



Marshall G. Hiles - Complainant and Ohio Consumer

Public Utilities Commission of Ohio  
Docketing Division  
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①  
TDK 18 hours ago 1 Star

### **As bad as everyone says**

As bad as everyone says - if not worse. Charging for OPTIONAL service that I never ordered for YEARS and hiding those OPTIONAL charges in the regulatory fees. Called on the 26th of March to cancel service, but new month started the previous day. Because I did not call prior to the new month, still charged through 26 April. Just awful. I can't believe that they can even stay in business treating customers this way

**nancy delong**

3 reviews

### **Charging for service that was never provided**

**6 days ago**

I ordered service for my residence & business, for which they sent boxes but no one ever showed up to install them. TWICE! Therefore the service was never hooked up. I continued on with spectrum. This was in May of 2019 & they have not stopped billing me or harassing me, to date. They are now trying to say I, a senior citizen ordered self install for my home & business. I would have never done that, not in a million years, that's just one of their lies. I have involved the attorney generals office & centurylink keeps saying they have sent labels to return the boxes & that they will credit everything after they get the boxes. They have never sent the labels & I can prove that through photographed daily mail, in my email. While in the middle of trying to settle things through the office of the attorney general, I get a notice that centurylink has turned my account (that I NEVER had) over to a collection agency. Keeping in mind, centurylink gave me until the 24th of march 2020 to send boxes back (without the labels they claim to have sent) in order to receive the credit, but, On March 21st 2020 is when I received the credit threat. So this is their way of working things out, by lying & deceitful actions. How can someone collect on something they NEVER provided & better yet threaten an excellent credit record for something that NEVER took place?? WORST company & customer service EVER!! Almost a whole year of harassment from this company & still have gotten NO where

**Risk H**

2 reviews

Mar 17, 2020

### **They are not difficult, they are impossible.**

They offered and installed what was supposed to be a speed of 940, up and down. My last check was 47.87 and 53.75, a far cry from 940. I have done the "chat" tried to file a "Email Repair" form request but didn't go through, Called and spoke with someone from Asia but didn't work. I guess I'll go back to my old provider



**Jorge Rodriguez**

1 review

Mar 4, 2020

### **Don't trust them at all**

Don't trust them at all they'll promise you the sun the moon and the stars until you sign up then screw you every way that they possibly can with your bills and tell you that it's a plausible bill and it's owed so there's nothing they can do use any service other than this company

**Margaret Davis**

1 review

Feb 29, 2020

### **Dishonest and dirty business practices**

The customer service is one of the worst ever. As in the second to worst customer service I have ever received es from any company in my entire life. In my online portal they say "You qualify for Internet speeds up to 100 Mbps! You currently have 80 Mbps Internet." Well, according to three different internet speed testing sites (fast.com, Fing, and Century Link in fact), I currently have internet with speeds of 40 Mbps. I chose this company because they are cheap and honestly I can function just fine on 40 Mbps but I'm not about to be okay with giving \*any\* money to a company that is going to turn around and be straight up dirty and dishonest

**Karen Traquair**

1 review

Feb 28, 2020

### **I would not even give a star if I...**

I would not even give a star if I could. I've been on hold for 1 hour and 10 minutes only for them to close and never get my bill resolved. I hate this company!! They have horrible Customer service and are absolutely clueless. I canceled my internet service that was slower than dial up but oh its "DSL". I got a conformation number the day I canceled service and still being billed. Absolutely no one can do crap one person said I dont show you canceled. After reading off my confirmation number I was put on hold. This is beyound stupid. Monday morning I'm going to cancel landline and tell them to shove their non existant service up their rears!!

**N. of Sunbury, OH Verified Reviewer**

Original review: March 21, 2020

I ordered service for my residence & business, for which they sent boxes but no one ever showed up to install them. Twice! Therefore the service was never hooked up. I continued on with Spectrum. This was in May of 2019 & they have not stopped billing me or harassing me, to date. They are now trying to say I, a senior citizen ordered self install for my home & business. I would have never done that, not in a million years, that's just one of their lies. I have involved the attorney general's office & Centurylink keeps saying they have sent labels to return the boxes & that they will credit everything after they get the boxes. They have never sent the labels & I can prove that through photographed daily mail, in my email

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**INicole of Liberty, MO Verified Reviewer**

Original review: Feb. 19, 2020

Do not get service here!!!! You will regret every second of it! From terrible customer service: Their phone prompts are the worst, their agents are not helpful or they tell you what you want to hear and then do opposite. Their fees are outrageous and they fee you for literally everything! The only thing that was easy for me for this company was setting up--everything after that was a disaster!!! Literally everything--worse company experience of my life!

**Elinor Levitt** May 2, 2016, 2:00 pm

I have had many varied accounts in my long life and have never had an issue. I have excellent credit ... not problem there... several credit cards...no problem there. The ONLY company I have had repeated issues with is Century Link. the compllaint department is inefficient... the service people who answer the phone are idiots. Nothing gets resolved without long waits on the phone or call backs. I have a master's degree from a major university and a lifetime of experiences in the business world. I have never had the trouble I have EVERY time I try to resolve an issue with Century Link. They are the most difficult company to do business with...BE FOREWARNED!!

**Jlllena Levine** February 16, 2016, 3:12 pm

I have not been able to receive or make out going calls not even to 911 since 02/13/20016. it is now 02/16/2016.

I have been waiting for a Tech to come to the house during that time. They could care less about the phone services.

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**CERTIFICATE OF SERVICE**

I hereby certify that a true copy of the foregoing *Motion to Dismiss* has been served upon the following party by regular U.S. Mail this 3<sup>rd</sup> day of February 2020.



\_\_\_\_\_  
Dane Stinson

Marshall G. Hiles  
208 Bruce Street  
Eaton, Ohio 45320

**Gary Hiles**

---

**From:** "PUCO Consumer Call Center" <noreply@puc.state.oh.us>  
**Date:** Monday, July 08, 2019 5:36 PM  
**To:** <gshiles1969@gmail.com>  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - Your Case #00521032



Dear Gary Hiles:

Thank you for contacting the Public Utilities Commission of Ohio (PUCO).  
Your case number is 00521032.

A PUCO Call Center Representative will contact you as soon as possible  
to discuss your case.

Sincerely,

PUCO Call Center  
(800) 686-PUCO (7826)  
[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)



<https://www.facebook.com/PUCOOhio>

This message and any response to it may constitute a public record and thus may be  
publicly available to anyone who requests it.

ref\_00Dt0GzXt\_500t0KEtso:ref

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July 8, 2019

Federal Communications Commission  
Consumer Inquiries and Complaint Division  
Washington, D.C. 20554

Fax: 1-800-366-2382

Re: Hiles, Marshall – IC3363565

FCC/CICD,

I received a copy of the letter attached by Joni Duran and frankly what her letter and the attached record copy sent to the Ohio P.U.C.O and frankly what happened to date regarding my well founded consumer complaint is further supported by these 2 documents.

I want to reiterate I have been a loyal customer for over 30 years even before it was taken over by CenturyLink and to be quite frank I received no personal calls from CenturyLink to ask me about my complaint and these documents omit key facts justifying my complaint and also includes errors that could have been avoided had I had the courtesy of a personal contact before CenturyLink attempted to white wash the complaint.

It is further evidence CenturyLink needs to be investigated and that their internal systems are a mess. What I have experienced since the first of the year is the worst service I encountered since being a customer for over 30 years. I started when it was United Tel and then Sprint and have been a customer the entire time.

Let me say that there are some good and capable people who work for CenturyLink that are forced to use and operate in a system that is NOT easy to use, not customer friendly, and this must be stopped or CenturyLink mandated to get out of the business and sell it to a party who understands the value of excellent customer service. I suggest you look at their own website and review the numerous complaint messages. I would also state that their call in system is a debacle and causes MANY errors not being customer friendly or even accurate in many cases.

The next major problem is when you are forced to call in more than once being connected to different people and being told opposite things of previous CenturyLink Reps or frankly even lies. I was told by one Rep a service technician would be here on Tuesday, none came and there was not even a call to let me know. I was forced to call back the next day and then told a technician would be here 8 to 12 in the morning and with no call or one who came I was forced to call back early afternoon and eventually told I would be called that next morning and was not,



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and that a technician would be out Friday. But let me say I had called in and complained about my service dropping long distance calls often in the middle of a call which is not only embarrassing but costly as I have frequently been involved in legal calls. Try speaking with an attorney or office of an elected official and this happen on a frequent basis.

The technician came out Friday and handled my internet system and a nice fellow came with him and inadvertently failed to connect my phone line to the proper system and I could not even get a dial tone and the problem was a CenturyLink problem it was not mine.

The attached notice from Jenny Owen has numerous errors. Jenny failed to note I had intense problems with long distance calls earlier than these dates and it was excessive and worse and it appeared the problem was either outside or programming in the office because after complaining it did improve but was never 100% free from the problem. It started to get worse again which prompted my recent calls and complaints.

I might add I was told different things by CenturyLink Reps as reasons for the service not being as expected, one said it was outside, another said it was a programming problem, another said at the box outside, and I was actually told some of this by a technician. I want to reiterate this has been the worst and most upsetting situation involving my phone service that I have endured since being a customer for over 30 years.

I was told by some rep the next time a technician came out to have him sign off on another credit in addition to the 50.00 since I had not been handled properly and my service had not been usable as it should have been and of course no one came again.

Let me say again when it was United Tel or Sprint and an office was located here in our County and town the system was superior and I cannot recall having any issues with service reps or technicians but frankly the service has deteriorated since CenturyLink has been in charge it certainly is not like it was in the good ole days. I should also say the attitudes of many people are far worse than it ever was in the good ole days and it must stop

I want to close by saying my Internet service has been better with a new modem box and it is just sad and tragic than someone with serious health issues would be forced to deal with service problems of this nature especially when they are and were avoidable. I might add that it appears customers rated CenturyLink 1.6 on a scale of 5.0 and that is not good and they should be concerned about it. It appears my service is working but it took me dropping calls while speaking with a CenturyLink Rep to drive home my point. Nuff said.

Regards,

s/ Marshall G Hiles

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July 3, 2019

Federal Communications Commission  
Consumer Inquiries and Complaints Division  
Washington, DC 20554

**Re: Hiles, Marshall - IC 3363565**  
**Notice of Informal Complaint Service Date – 7/2/2019**

FCC/CICD:

Please be advised that CenturyLink has completed a review of the informal complaint filed by Marshall Hiles.

CenturyLink records indicate that it previously received and investigated this dispute in response to a complaint filed with the Public Utilities Commission of Ohio. A file copy of CenturyLink's response to Mr. Hiles' complaint on July 2, 2019 is included for your convenience.

CenturyLink reviewed both complaints and the previous response. Since Mr. Hiles offers no additional information, CenturyLink stands by its original response.

Sincerely,

A handwritten signature in black ink, appearing to read "Joni Duran".

Joni Duran

Enclosures: (1)

cc: Marshall Hiles

931 14<sup>th</sup> St, 10<sup>th</sup> Flr  
Denver, CO 80202

844 840-3532  
800-366-2382 fax  
[www.centurylink.com](http://www.centurylink.com)

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**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

Marshall G. Giles,	)	
	)	
Complainant,	)	
	)	
v.	)	
	)	Case No. 20-84-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 pursuant to Ohio Administrative Code 4901-9-01 in response to the Complaint submitted in the above referenced matter. CenturyLink generally denies or denies for lack of knowledge all allegations that Complainant, Marshall G. Hiles, sets forth in the Commission's Formal Complaint Form, and all allegations set forth in the three-page attachment "Complaint Against CenturyLink LLC Monroe, LA, PUCO Case ID 00532845," except as specifically admitted hereinafter.

**Allegations Contained in the Commission's Formal Complaint Form**

1. CenturyLink admits that Complainant was its customer during 2019, until he voluntarily submitted a request to disconnect his service on October 16, 2019, which was disconnected and ported to a CLEC as requested on October 17, 2019. CenturyLink avers that Complainant did not purchase basic local exchange service ("BLES"), but purchased a bundled

package that included internet, unlimited voice local and long distance calling and associated calling features.

**Allegations Contained in the “Complaint Against CenturyLink LLC Monroe, LA, PUCO Case ID 00532845**

1. Page 1, Paragraph 2: CenturyLink admits that its employees have responded to Complainant’s service requests.

2. Page 1, Paragraph 3: CenturyLink admits that it issued six “trouble tickets” in response to Complaint’s service requests. CenturyLink avers that the following reflects the dates and results of CenturyLink’s service calls:

- a. 6/29/19. Telephone was plugged into an incorrect port. No other trouble was found.
- b. 7/1/19. CenturyLink found no trouble.
- c. 7/3/19. CenturyLink found no trouble.
- d. 7/23/19. CenturyLink found no trouble.
- e. 8/16/19. CenturyLink found no trouble.
- f. 8/23/19. CenturyLink found no trouble and referred the issue to the long-distance group for monitoring. This ticket was closed on 9/4/19 after it was shown that the CenturyLink network was not dropping the calls but that the calls were being dropped on Complainant’s side of the line.

CenturyLink further avers that during this period, even though no trouble with service was found, it credited Complainant a total of \$274.30 as a gesture of good faith, including crediting his August 2019 bill in the amount of \$130.00 to satisfy his settlement demand.

3. Page 1, Paragraph 4: CenturyLink denies the allegation a call was dropped by CenturyLink during a call with a technician named “Brian” but states that our records reflect that during the June 29, 2019 trouble ticket call in 2(a) above, that the customer dropped the call during a transfer to the customer service department. The customer called back to report no dial tone and we determined the phone was plugged into the incorrect port.

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4. Page 2, Paragraph 2: Without admitting the truth of the matters contained in Complainant's letters and emails attached to the Complaint, CenturyLink states that the attachments to the Complaint speak for themselves.

### **DEFENSES AND AFFIRMATIVE DEFENSES**

**A. FIRST DEFENSE**

The Commission lacks subject matter jurisdiction over the Complaint.

**B. SECOND DEFENSE**

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**

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**

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

**E. SIXTH DEFENSE**

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

**F. SEVENTH DEFENSE**

Complainant's claim has been satisfied. Complainant demanded and accepted a credit for all charges incurred during the month of August 2019. See Complaint "Century Damages Settlement Proposal" at 2. However, Complainant seeks an

additional \$15,000 in damages in tort, which the Commission lacks jurisdiction to award. See *Skotynsky v. Ohio Bell*, Case No. 17-2554-TP-CSS, Entry (June 6, 2018) at 6; citing *Allstate Ins. Co. v. Cleveland Elec. Illum. Co.*, 119 Ohio St.3d 301, 2008-Ohio-3917, 893 N.E.2d 824. Thus, Complainant's PUCO-jurisdictional complaint has been satisfied.

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,



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Dane Stinson (Reg. No. 0019101)  
BRICKER & ECKLER LLP  
100 South Third Street  
Columbus, OH 43215-4291  
Telephone: (614) 227-2300  
dstinson@bricker.com  
Attorney for CenturyLink

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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 3<sup>rd</sup> day of February 2020.

  
\_\_\_\_\_  
Dane Stinson

Marshall G. Hiles  
208 Bruce Street  
Eaton, Ohio 45320

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**2/3/2020 11:09:06 AM**

**in**

**Case No(s). 20-0084-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**





## **Gary Hiles**

---

**From:** "Owen, Jenny A" <Jennifer.A.Owen@centurylink.com>  
**Date:** Thursday, July 11, 2019 9:59 AM  
**To:** "Gary Hiles" <gshiles1969@gmail.com>  
**Subject:** RE: Disgusting

I apologize for the delay, I know our escalation team has been busy due to summer storms. I will escalate this again. Thanks.

Jenny Owen  
 Case Manager  
 Customer Advocacy Group  
 CenturyLink  
 6700 Via Austi Pkwy  
 Las Vegas, NV 89119  
 Voice: 702.244.7394  
 E-Mail: [Jennifer.a.owen@centurylink.com](mailto:Jennifer.a.owen@centurylink.com)



**Your Life.  
 Better Connected.**

This communication is the property of CenturyLink and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

**From:** Gary Hiles <gshiles1969@gmail.com>  
**Sent:** Wednesday, July 10, 2019 6:42 AM  
**To:** Owen, Jenny A <Jennifer.A.Owen@centurylink.com>  
**Subject:** Disgusting

Jennifer I was told my situation would be elevated in priority but am emailing you to tell you I have received no call from anyone to fix my fax now and it is clear to me CenturyLink is dropping it in its network when I try repeatedly to send it and it involves major legal material and I have had it. Never have I had such conduct out of a service company and it is not going to continue CenturyLink is driving me to Spectrum for phone service and I will write a story on it for our local newspaper and post the story on Facebook. CenturyLink Service has made a serious decline and losing our local office I am sure has been part of it so pay the piper. This has gotten to the point of absurdity. No one would keep CenturyLink as a service if they had been done as me. I pay for service but there are serious major damages going to be paid to me by Centurylink. I will also tell you I got an email from Ohio PUCO stating they will be calling me and I plan to give them an earfull.

Regards,

Gary Hiles  
 Eaton Ohio

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Duran, Joni

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00519201 []

Good afternoon, please see below and let me know if you have any questions.

Mr. Hiles contacted the PUCO regarding his service with Century Link, the customer states he upgraded his service and has had issues ever since. Caller states he can no longer make long distance calls, and has intermittent issues with having a dial tone. No trouble has been found on the CenturyLink Network. In reviewing repair records, the customer had a problem with his inside wire and had his phone plugged into the wrong port in modem. Also, a long-distance toll block was added on 6/27/19 but was removed on 7/1/19. Please see below 18-month repair history. I was able to determine that the customer was home on 4 occasions and noted the outcome. The first dispatch does not note if the customer was home/contacted or not. As for the repair tickets with service affecting outage or issue not resolved within 24-72 hours. We use a forecasting system that takes several factors into account such as weather, manpower, time of work and type of issue to due date tickets. I would not have the specific reason.

DATE / TIME RECEIVED	ESTIMATED DUE DATE	DATE / TIME TICKET CLOSED	ANSWER	CLEANED / CAUSE
7/31/18 4:05PM	8/7/18 5:00PM	8/7/18 3:53PM	LONG DISTANCE CALLS DROP	NO TROUBLE FOUND ON CENTURYLINK NETWORK, LINE TESTS GOOD
8/7/18 4:20PM	8/10/18 5:00PM	8/10/18 2:54PM	INTERMITTENT, LONG DISTANCE CALLS DROP	NO TROUBLE FOUND ON CENTURYLINK NETWORK. CUSTOMER HAS INSIDE WIRE SHORT. THE CUSTOMER ADVISED HE WILL CALL BACK IN LATER TO HAVE WORK COMPLETE.
1/3/19 7:17PM	1/8/19 5:00PM	1/8/19 8:42AM	CALL DROPPED EARLIER IN THE DAY	NO TROUBLE FOUND IN CENTURYLINK NETWORK. CUSTOMER STATED THEY HAVE NOT HAD ANY PROBLEMS LATELY.
6/28/19 10:03AM	6/29/19 12:00PM	6/29/19 10:59AM	NO DIAL TONE REPORTED	NO TROUBLE FOUND IN CENTURYLINK NETWORK. THE CUSTOMER HAD THEIR PHONE PLUGGED INTO WRONG PORT IN MODEM. CUSTOMER CONTACTED
7/1/19 8:35AM	7/1/19 5:00PM	7/1/19 4:26PM	PHONE CUTS IN/OUT	NO TROUBLE FOUND ON CENTURYLINK NETWORK. SEVERAL LONG-DISTANCE CALLS PLACED WITH NO TROUBLE.

Please review this issue and provide confirmation of the type of service the customer has (i.e. Basic Local Exchange Service (BLES), non-BLES, digital, etc.) and the monthly charges for the service. This is not a BLEC account. The customer subscribes to the Voice and Internet Bundle for \$85.00/month, a leased High-Speed Internet Router for \$10.00/month, CenturyLink@Ease for \$9.99/month and \$1.50 Per-Line Blocking plus applicable taxes and surcharges.

On 7/1/19 a \$50.00 credit was provided for service issues.

Please let me know if you have any questions. Thank you

Jenny Owen  
Case Manager  
Customer Advocacy Group  
CenturyLink  
6700 Via Austi Pkwy  
Las Vegas, NV 89119  
Voice: 702.244.7394  
E-Mail: Jennifer.a.owen@centurylink.com

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—Original Message—

From: contactthepuco@puc.state.oh.us



## **Gary Hiles**

---

**From:** "Gary Hiles" <gshiles1969@gmail.com>  
**Date:** Monday, October 07, 2019 6:30 PM  
**To:** "Customer Advocacy (Execs)" <ctl.execs@centurylink.com>  
**Subject:** Fw: CenturyLink Complaint: Decision on request [ ref:\_00D412HUz0.\_5004NahG3M:ref ]

I would ask you as you listed your own people stated after they came it was not in the house but your people one time put the wrong plug in not me and here again this was NOT when the trouble stated and sir your people stated after even checking out the pole and my house it had to be with CenturyLink's Office and the programming etc sir do you wish to speak with him If CenturyLink was not dropping the calls how was it happening and we have witnesses it was CenturyLink's problems. This is maddening after being mishandled dropping calls with doctors, elected officials, legal people friends and businesses. You say credit s were applied and sir you do not have that right either for one I recall was told would occur and to get your people to repeat it and it never happened. This has been an insane mess and trying to act as it it were not CenturyLink as said is insulting and a crime. Where is your record of the calls I made to Brian and others and ticket s were not made Chadwick? Far from over.

Gary Hiles

-----Original Message-----

**From:** Gary Hiles  
**Sent:** Monday, October 07, 2019 6:15 PM  
**To:** Customer Advocacy (Execs)  
**Subject:** Re: CenturyLink Complaint: Decision on request [ ref:\_00D412HUz0.\_5004NahG3M:ref ]

Chadwick this is NOT complete and the trouble I have had goes back to the spring not just June sir not to mention the trouble I had with CenturyLink's internal call in system plus you ignored that trouble even your own people witnessed it and you sir even though I gave you the numbers and names of people never called any one time to hear them and at least one was well before the dates and tickets you listed. This is NOT going to fly and I will take whatever steps to see to it justice is served and the settlement I gave you will increase. This is insulting and appears you are trying to shove me out the door.

Will be back to you. Or perhaps an attorney.

Gary Hiles

-----Original Message-----

**From:** Customer Advocacy (Execs)  
**Sent:** Monday, October 07, 2019 5:36 PM  
**To:** gshiles1969@gmail.com  
**Subject:** CenturyLink Complaint: Decision on request [ ref:\_00D412HUz0.\_5004NahG3M:ref ]

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Dear Mr. Hiles:

In response to your letter dated August 15, 2019, I reviewed your account no. 302269407. Your account has our Price for Life High Speed Internet and Unlimited Home Phone bundle which bills at \$116.49 in monthly recurring charges, plus taxes, fees and surcharges. Since January 1, 2019, you placed the following six repair tickets with CenturyLink. In the listing below of each ticket, we have added the specific results from our repair work.

1. 6/29/19. Phone plugged into incorrect port. No other trouble found.
2. 7/1/19. CenturyLink found no trouble; line test is good.
3. 7/3/19. CenturyLink found no trouble.
4. 7/23/19. CenturyLink found no trouble; line test is good.
5. 8/16/19. CenturyLink found no trouble.
6. 8/23/19. CenturyLink found no trouble on the line and referred the issue to the long distance group for monitoring. This ticket was closed on 9/4/19 after it was explained to you that our monitoring showed the CenturyLink network was not dropping the calls.

Since June 2019, CenturyLink applied credits totaling \$290.53 to your account, including my earlier offer to credit the August bill. You previously declined an offer to post a \$20.00 per month discount to your account. CenturyLink declines your settlement offer of \$15,000.00. CenturyLink believes that we have made every reasonable effort to address your complaints and detects no network problems with your service.

Please let me know if you have any questions.

Thank you,

Chadwick Woods  
Case Manager  
Customer Advocacy Group  
CenturyLink  
Voice: (423) 212-4310

This communication is the property of CenturyLink and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

The information in this response, as well as any attachments or Exhibits, contains confidential CenturyLink and customer information, perhaps including Customer Proprietary Network Information (CPNI), and should be treated accordingly with respect to its use and storage.  
ref:\_00D412HUz0.\_5004NahG3M:ref

3/27/2020

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August 15, 2019

CenturyLink Inc.  
Legal Dept.  
Attn: Pat Fenner  
1801 California St. 10<sup>th</sup> Floor  
Denver, Colorado 80202

**Re: Customer Damages and Legal Action**

Dear Ms. Fenner.

I am writing you to advise you that CenturyLink is in serious legal trouble for causing me and my family serious harm and suffering that is clearly excessive way beyond acceptance and within reason. Your name and address was given to me when a CenturyLink rep learned how repeated and serious this case is and frankly may also be just reason to have an attorney file a class action lawsuit against CenturyLink. What has happened to me and in just the past few days was the last straw that broke the camel's back and CenturyLink will answer and pay serious damages for it especially when their negligence has been repeated over many weeks time.

I have been a customer from the beginning CenturyLink sadly took over my account after being with United Tel and Sprint long before that time. In fact the CenturyLink office was local and then moved to Dayton from Eaton and during that time I cannot recall any problems nearly like we have endured over the last 2-3 months.

I had major heart surgery several months ago and under a doctor's care for it and while speaking with my doctor's nurse on the phone the call was dropped and I could not even dial them back which is the same thing that has happened to long distance calls over the last 2-3 months without resolution even though attempts to resolve were tried by CenturyLink maybe.

So we are talking about serious disruptions of this nature while I have been involved in 2 major legal cases with even National implications and had calls dropped without being able to recover from those drops and those cases involve millions of dollars in addition to the serious harm done to me.

In addition to the repeated and bad service the CenturyLink call in system is and service is a nightmare not even close to the service we had for many years and it is going to change or their will by multiple lawsuits in the future. CenturyLink as a result has been reported to the PUCO and that will continue as well. While there have been some good professionals along the way I have even been routed to the Philippines and forced to rely on people whose English was poor.

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A long standing customer in Eaton Ohio who for years could rely on service with people who could speak English well has now been forced to deal with a company whose utility service is in turmoil and forced to rely on offshore customer service after having gotten it locally for years and we are not going to endure this any longer. This may be the first lawsuit and complaint if it continues.

I have one of several attorneys I can turn this account over to handle with a damages demand but am sending you this letter in advance and it can be handled as by dealing with me direct or an attorney with a demand for a trial by jury. What is so conclusive is the fact when I was routed by CenturyLink to one of hundreds of service reps that call dropped during our conversation and he was a firsthand witness of this trouble and he called me back but the problem has of today NOT been resolved me and my family have suffered for it way beyond anything within reason and you can resolve this case direct with me or with my attorney.

I have copies of service tickets and emails this matter has gone on way too long and as a result any bills sent to us will not be paid until this matter is resolved both service and my claims with you. If cut off over it since CenturyLink caused this entire problem will result in another lawsuit where I will name the CEO, Board of Directors, and key individuals personally in addition to the company and they will answer and pay serious damages as a result.

My number is 1-937-456-5339 that is if your call is not dropped and you can check my service ticket file and get my email address.

Regards,



Marshall G Hiles  
208 Bruce St.  
Eaton, Ohio 45320

CC: PUCO of Ohio  
FCC  
City of Eaton  
Attorney

7.

August 21, 2019

P.U.C.O.  
Customer Complaints  
180 East Broad St.  
Columbus. Ohio 43215

**Re: CenturyLink and poor Service to an Ohio customer**

Dear Sirs.

I am sending you a copy of a letter I sent to the CenturyLink legal department in Denver concerning the problems I have had during the last 3 months. It got to the point where I was speaking with my heart doctor's office and the call dropped during the call and then trying to call back could not even dial.

This was the last straw and you can read the attached letter and see why it was justified and we do not intend to let this go on any longer. P.U.C.O. should not allow it to go on as well or may become liable if it does.

When it gets to the point it affects our health, interferes with legal business, causes much stress and harm it has gone on way too long and needs to be held liable for damages. If you check your file you will see how many tickets I got from CenturyLink but that does not include the time that went on I received no tickets.

I may be contacted at 1-937-456-5339 or by email at [gshiles1969@gmail.com](mailto:gshiles1969@gmail.com) . I cannot imagine we are the only Ohio utility customers who have experienced such problems with CenturyLink.

Regards,



Marshall G Hiles  
208 Bruce St.  
Eaton, Ohio 45320

8

November 5, 2019

CenturyLink Inc.  
Chadwick Woods  
Customer Advocacy Group

**Re: Acct. # 302269407 Damages Demand**

Dear Chadwick and Ms. Fenner,

I think it is deplorable how I was abused and mistreated by CenturyLink after having been a long term 30+ year customer and spending a lot of money with a firm that cared less and did not handle my service problems correctly from the start.

First, the so called records you examined, while partly correct, CenturyLink did not produce to you the entire record of my contacts with CenturyLink concerning my problems starting in April of 2019 not July 2019.. In addition, it is insulting I would be blamed for your problems when your own people checked my connections at the pole and here at our house and found nothing wrong and your employee said to me the problem had to exist with your office and how it had been mishandled by programming. He also gave me his personal cell phone number.

Blaming me for an obvious situation created by CenturyLink was the last straw along with CenturyLink dropping a critical call to my heart doctor after I had undergone quadruple bypass. Not to mention the dropped calls to elected officials, lawyers working on key legal cases, business contacts, and personal friends some with life threatening issues as well as myself.

I followed all rules and procedures to get the trouble fixed and corrected and ended up even being routed to the Philippines after I had been routed to several States and spoke with numerous CenturyLink employees some who would be subpoenaed if necessary who even routed me to Ms. Fenner seeing my problem was so bad and not being fixed by your firm. They witnessed and saw it first handed Chadwick.

If this were some problem that would have been fixed in a reasonable time I would not have replaced CenturyLink with a firm where my service has been far better, the quality and tone of the calls far better, and the Internet service much faster and better.



8

Due to the damages I suffered over such a prolonged period of time I am demanding for damages the amount of \$ 15,000.00 and if I am forced to involve an attorney professional fees and litigation costs will be added and he has the right to determine the damages are far more than \$ 15,000.00. There is a time limit of 30 days to pay this amount to me. In addition, if necessary, I will name all CenturyLink Board of Directors as liable and let them answer for the length of the problems, remaining unfixed, the unnecessary abuse I encountered at the hands of CenturyLink and being forced to secure a far better phone service provider.

I also sent you the name of witnesses to my problems and their phone numbers and you never bothered to contact them but they will be available as witnesses to my problems and mistreatment by CenturyLink starting in April of 2019.

I was actually driven away from CenturyLink due to their inaction and attitude with conduct. I will never recommend CenturyLink to any other user and have already filed a major complaint with the FCC. I should never have been forced to come to this point.

Regards,  
s/Marshall G Hiles

cc: PUCO  
FCC  
Attorney

**Gary Hiles**

---

**From:** "Gary Hiles" <gshiles1969@gmail.com>  
**Date:** Wednesday, November 06, 2019 11:39 AM  
**To:** "Customer Advocacy (Execs)" <ctl.execs@centurylink.com>  
**Subject:** Re: Emailing: CenturyLink Letter 11-05-19 5.docx Charwick Woods.docx  
 [ ref:\_00D412HUz0.\_5004NfAkca:ref ]

Chadwick I am sorry but you have erred on several points and I did NOT receive all the credits you claim and was told on one occasion the fellow who came out here should write one up and he did not and you omitted numerous call in tickets else if that were not so why would I have been routed to Kim and a person in Colorado and then it got so bad with your employees seeing it was NOT handled correctly and routed me to Ms Fenner and then you sir had the nerve to accuse me of being at fault and it was your own employees who verified the problem was not here and it clearly was NOT resolved but had additional problems that I was blamed for and was forced out the door by your firm. As I said I have witnesses to it and my letter of demand stands and if forced will take you to court and the damages will increase and you will lose. Do as you wish but as I told you it is not over it was excessive, abusive and largely dishonest and I suggest you do a search and see how many others registered complaints with CenturyLink. Not to mention the call in systems is a joke and you ended up routing me to numerous states and even to the Philippines. It is all spelled out in the letter and if forced to secure my attorney and file in Court it will cost CenturyLink far more not to mention we will name the Board of Directors and you and they can then try to explain it away.

regards,  
 Gary Hiles

-----Original Message-----

**From:** Customer Advocacy (Execs)  
**Sent:** Wednesday, November 06, 2019 10:39 AM  
**To:** gshiles1969@gmail.com  
**Subject:** RE: Emailing: CenturyLink Letter 11-05-19 5.docx Charwick Woods.docx [ ref:\_00D412HUz0.\_5004NfAkca:ref ]

Dear Mr. Hiles:

As we advised you, your account and repair tickets were thoroughly reviewed and the issue you raised regarding long distance calls was cleared on the CenturyLink side of your service. Additionally, approximately three months of credit, \$290.53, was posted to your account. CenturyLink is closing its



file on this matter.

Thank you,

Chadwick Woods  
Case Manager  
Customer Advocacy Group  
CenturyLink  
Voice: (423) 212-4310

This communication is the property of CenturyLink and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

The information in this response, as well as any attachments or Exhibits, contains confidential CenturyLink and customer information, perhaps including Customer Proprietary Network Information (CPNI), and should be treated accordingly with respect to its use and storage.

----- Original Message -----

From: Gary Hiles [gshiles1969@gmail.com]

Sent: 11/5/2019, 3:42 PM

To: [ctl.execs@centurylink.com](mailto:ctl.execs@centurylink.com)

Subject: Emailing: CenturyLink Letter 11-05-19 5.docx Charwick Woods.docx

Your message is ready to be sent with the following file or link attachments:

CenturyLink Letter 11-05-19 5.docx Charwick Woods.docx

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

This communication is the property of CenturyLink and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

3/27/2020



**Gary Hiles**

---

**From:** "Gary Hiles" <gshiles1969@gmail.com>  
**Date:** Thursday, November 07, 2019 11:14 AM  
**To:** "Customer Advocacy (Execs)" <ctl.execs@centurylink.com>  
**Subject:** Typical

Chadwick I am tired of getting calls automated from CenturyLink about the return of their equipment when I used THEIR label and sent it back weeks ago and dropped it off at Radio Shack in Eaton where it was picked up with your label and if there is a problem then deal with your people who failed to record receipt or if not then contact Radio Shack Eaton for she entered it into their system and I did what I should have done and don't forget CenturyLink is in serious legal trouble and this is just typical of the stuff I endured for 6 months with your inept and dishonest firm. I better not get any further calls about that equipment. Deal with it.

Gary Hiles

9  
December 6, 2019

CenturyLink Inc.  
General Kevin P. Chilton Board Director  
Jeffrey Storey CEO  
100 CenturyLink Drive  
Monroe, Louisiana, 71203

Re: Major Complaint

Dear Director Chilton and CEO Storey,

My name is Gary Hiles and this is a letter outlining to you the suffering and damages I incurred with CenturyLink as a result of poor service, mishandling my account, a bad call in system and actions blaming me for my trouble after a CenturyLink professional stated it was a problem in CenturyLink's own office, after being a customer for over 30 years and incurring the worst treatment by any utility that I ever encountered over that time.

I had quadruple bypass earlier this year and started to incur poor CenturyLink service soon after it. That was in April of 2019 CenturyLink's service fell apart and during the next 3 months I had long distance calls to either drop during the conversation or the sound faded, that included my heart surgeon's office, lawyers or elected officials involving 2 major cases involving veterans of WWII and the Iraq War, business calls, and calls to those who were experiencing serious health issues. I tried repeatedly to get it fixed from April to June 2019 and got so tired of it I was finally routed to a lady in Denver Col after going through 3 months of being routed to someone in 5 different States and then off shore to the Philippines and that was the last straw. That was on top of trouble occurring while I was speaking with Brian of CenturyLink and he had to call me back and saw first handed what I had to happen for the past 3 months.

I was sent to Denver by CenturyLink personnel for they witnessed first handed what I had been incurring from CenturyLink for the past 3 months. I assumed CenturyLink personnel had filed my calls as they pulled it up when I spoke to them prior to being routed to Denver. After being routed to Denver they started assigning ticket numbers to my calls and over the next several weeks CenturyLink personnel verified the problem was not at my house, right outside my house, or at the poll and when Matt came out he stated the problem appeared to be at the CenturyLink Office and something not programmed correctly. He gave me his personal cell phone number and became a witness the problem was not here or my fault and where the problem lay.

9

After experiencing continued problems my case was assigned to a Ms. Pat Fenner and a Chadwick Woods, who attempted to settle my case, offered me a credit for one month plus a 20 dollar per month lifetime credit and I accepted the month credit but NOT the 20 dollars lifetime credit per month reasoning being CenturyLink could raise a price or assess some charge that would essentially negate that credit so I rejected it and demanded a cash settlement for lengthy and severe damages even to the point it involved health issues and other legal and business matters. I want to point out this was not some problem that was immediately fixed or resolved in a short period of time for that can occur with any utility but not what I endured over 6 months.

I told Chadwick up front if my service was not repaired in a short while I would be forced out the door by CenturyLink after being a good customer for over 30 years but I would NOT forget the damages I incurred by CenturyLink and the case would continue and sirs that is where we are today.

I discovered that CenturyLink has a bad reputation in my city and County even by lawyers who had so much trouble with CenturyLink they went to Spectrum, and I followed suite and then when I boxed up any equipment I had and sent it back to CenturyLink right away and dropped it off for pickup at the local Radio Shack which acted as the depot for UPS, I was told by Radio Shack personnel that they had witnessed the same thing happening to many citizens in Preble County and Eaton Ohio by CenturyLink and I ask you why? But to show you how badly CenturyLink is screwed up read Chadwick's email to me apologizing for me getting an email about the equipment more than once even 30 days after I sent it all back.

But the height of abuse and arrogance was when Chadwick blamed me for CenturyLink's service problems when Matt a CenturyLink professional had confirmed it was a CenturyLink programming problem. So here is the demand.

As I demanded to Chadwick \$ 15,000 for damages, he of course rebuffed it and ignored my demand, I am making the same demand to you and if I have to retain an attorney, file in Court, and subpoena witnesses, including some CenturyLink personnel, the cost to settle will be substantially higher including all attorney fees, cost of court action, and extending the time to settle damages, it all will be much higher when this case should have been resolved a long time ago but CenturyLink chose to drive me out the door rather than settle.

I say again this is the worst service I have had, even CenturyLink's was better prior to this mess, from any utility for well over 30 years. I suggest you search and look at reviews on the internet with warnings about CenturyLink for many others have had the same experience.

9

Let me also say the FCC and PUCO will get a copy of this letter of demand along with a complaint and my advice if you can't do it right then sell out to a party who will do it right.

Let me close by saying again there are many witnesses to this case and while sadly Chadwick thinks he has it all right, he and Ms. Fenner did not help being so called Customer Advocates. You can read his email apologizing to me concerning return of the equipment. It is typical of the hell I endured from CenturyLink for 6 months which was way too long. Most citizens would never have put up with it that long.

Regards,



Marshall Gary Hiles

208 Bruce St.

Eaton, Ohio 45320

Phone 1-937-456-5339

Email [gshiles1969@gmail.com](mailto:gshiles1969@gmail.com)

Cc: FCC

PUCO

Attorney if needed

9

**Complaint Against CenturyLink LLC Monroe, LA, PUCO Case ID 00532845**

**Complaint Background:**

First I had to have quadruple bypass in January 2019 and had to rely on my phone service to make calls that involved my health and related issues. In addition I have 2 major legal cases in process that involve US Army Veterans that have National implications. It was vital for us to have quality phone service when making calls to attorneys, elected officials, and others related to those cases. In addition, we relied on our phone service for business that potentially impacted our income and last we have several friends who have serious health issues that we have kept in contact by phone.

No utility or phone service is perfect but what we experienced with CenturyLink for the major part of 2019 went way beyond normal errors and service and in fact after being a long term customer I ended up being blamed by CenturyLink for our problems. Matt, an employee of CenturyLink, tried to fix the problem and ended up declaring the problem to be in CenturyLink's front office after he checked all possibilities in and right outside our home. Being blamed for the problem was one of the last straws after months of being passed around like a ping pong ball, routed to speak with reps in more than 5 states and then off shored to the Philippines to speak with a person who had poor English.

Let me say there are several witnesses and CenturyLink reps to this complaint who after enduring the same service problem for over 3 months routed me to Denver Colorado where reps started issuing ticket numbers and that was in late June 2019 which is what Chadwick Woods only reviewed and ended up blaming me for their problems. Prior to ticket numbers being assigned my calls for help were apparently entered into some kind of system for reps could see the date and time I had called in for service before late June 2019 when tickets began to be assigned. . Woods never referred to these calls. He and CenturyLink essentially forced me out the door after I endured months of their abuse and mishandling my account.

Prior to contacting Denver in late June 2019, while speaking with Brian, a CenturyLink technical support rep, he was on the line with me when the call was dropped by CenturyLink and he had to call me back. Brian experienced first handed what I and others had been for several months prior to that time. In addition, I would be on the phone and calls not loud enough to be heard and either fade out or be dropped when speaking with the party on that end. This included my heart surgeon's office, attorneys, elected officials, friends suffering health issues, and business contacts. It was devastating to us in many ways.



9

Attachments:

Confirmation that PUCO and the FCC were contacted in early July 2019 due to the months of problems we had with CenturyLink service and having made every effort to get the problem resolved which should have been done several months prior and PUCO certainly has jurisdiction over the CenturyLink trouble report, call in system, and the manner an Ohio Customer is abused and mishandled by a utility which includes CenturyLink.

Letters and email correspondence to and from CenturyLink that shows the length of time and major problems I was having and includes key points:

- a. The problems predated the end of June 2019
- b. After being a long term customer I was abused and driven away from CenturyLink
- c. While Chadwick was amicable and started off well he ended up blaming me for their problems, failed to review CenturyLink's own report file before late June 2019, acknowledges CenturyLink made a proposal to settle and offer a lifetime 20 per month credit but refused to consider a fairer and just settlement for severe damages.
- d. Shows CenturyLink's internal system problems when they kept sending me demands to return their equipment when we had done so weeks before their harassment emails.
- e. Shows problems with CenturyLink's system by them billing me after they received the equipment when they still owed us.
- f. Shows that CenturyLink rejected a settlement proposal without any negotiation in good faith even though they clearly damaged us over a lengthy period of time that was excessive.
- g. Shows that CenturyLink wasn't even close in abiding by their own published values listed on their website.
- h. That CenturyLink placed no value on an Ohio customer of 30+ years.

Closing:

PUCO should help to resolve this Complaint in a fair and just manner. Since I do not have the exposure to all the complaints PUCO receives concerning CenturyLink and other utilities I will accept a fair and just financial resolution to this complaint for as I said if it has to go to an attorney who specializes in this kind of case it will cost CenturyLink a lot more.

Also PUCO should be concerned that we discovered that MANY Ohio Customers are having difficulties with CenturyLink and also in Eaton and Preble County and a thorough investigation into CenturyLink's system and handling of Ohio Customers should be initiated for the welfare of ALL Ohio customers. I ask PUCO why did a reputable attorney have so much trouble with CenturyLink he had to go to Spectrum and secure better service for his office?

9

PUCO should be concerned that numerous CenturyLink customers were forced to leave and incurred the same problems I did in sending my equipment back and the local UPS depot located at Radio Shack informed me that they had heard from numerous customers the same kind of problems and complaint we had with that outfit.

PUCO needs to place a time limit on resolving this complaint and with my health issues am not to attend any conference but can be reached by phone or email at [gshiles1969@gmail.com](mailto:gshiles1969@gmail.com).

I close by saying thank you to the PUCO for their attention and consideration in this case and hopefully help to resolve this case in a fair and just manner and it will help many other Ohio Consumers.



# Public Utilities Commission

Mike DeWine, Governor  
Sam Randazzo, Chairman

## Commissioners

M. Beth Trombold  
Lawrence K. Friedeman  
Dennis P. Deters  
Daniel R. Conway

10

January 13, 2020

Marshall G. Hiles  
208 Bruce St.  
Eaton, OH 45320

Case No. 20-0084-TP-CSS

Dear Mr. Hiles:

This letter will confirm that the Public Utilities Commission of Ohio has received your formal complaint against CenturyLink, LLC. Your formal complaint has been assigned the above case number. We have sent a copy of your complaint to the utility company. The utility has been given 20 days to file its answer in response to your complaint and will send a copy of that answer to you as well.

The Commission will issue an entry that explains the next step in your case. A copy of the entry will be sent to you.

Enclosed is a brochure to assist you in understanding the process associated with formal complaints filed with the Public Utilities Commission of Ohio.

Sincerely,

Tanowa Troupe, Secretary  
Debbie Ryan, Acting Secretary  
Donielle M. Hunter, Acting Secretary  
Susan Patterson, Acting Secretary

Enclosure  
DR/amn



# Public Utilities Commission

Case Number

Public Utilities Commission of Ohio  
Attn: Docketing  
180 E. Broad St.  
Columbus, OH 43215

## Formal Complaint Form

MARSHALL G. Hites

Customer Name (Please Print)

208 Bruce St

Customer Address

BATON

City

OH 45320

State

Zip

**Against**

1-237-456-5339

Account Number

CASE ID: 00532845

(9407)

Customer Service Address (if different from above)

CENTURYLINK LLC

Utility Company Name

City

State

Zip

Please describe your complaint. (Attach additional sheets if necessary)

THIS COMPLAINT INVOLVES MAJOR AND UNRESOLVED + EXCESSIVE  
PROBLEMS WITH SERVICE AND TROUBLE WITH CALL SYSTEM  
VIOLATING CONSUMER LAWS. IT WENT WAY BEYOND A REGULAR  
AND WORST TREATMENT BY A UTILITY-PHONE COMPANY IN MY  
LIFETIME PLUS 30+ YEARS BEING A QUALITY CUSTOMER  
THIS WENT ON FROM APRIL 2018 - OCTOBER 2019  
(SEE ATTACHED SHEETS)

NOTE: IT WAS SO BAD THEY FORCED US OUT THE DOOR  
AND WE HAVE DOCUMENTATION + WITNESSES TO PROVE THE CASE  
WE WENT WITH SPECTRUM IN NOV 2019.

Marshall G. Hites  
Signature

1-937-456-5339

Customer Telephone Number

10

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16

T212CLKREOBRE14

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I close by saying thank you to the PUCO for their attention and consideration in this case and hopefully help to resolve this case in a fair and just manner and it will help many other Ohio Consumers.

(11)

MARCH 15

Darry -

HAVE YOU GOT YOUR PHONE

PROVEN TO WORK ALL THE

TIME - IT MUST BE A

~~BIGGER~~ BIGGER PROBLEM I HAVE

TRIED TO CALL YOU SEVERAL

TIMES - YOUR <sup>PHONE</sup> WILL RING AND

THEN STOP GET A DIAL TONE.

I KNOW HOW MUCH YOUR

PHONE IS TO YOU - I WISH

I COULD HELP OUT - DROP ME

A NOTE AND LET ME KNOW WHAT IS

GOING ON

your buddy -

Ralph Davis

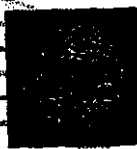


11

R. DAVIS  
2624 S. KATHWOOD CIR.  
READING, OH. 45236

ELIMINATED AL 30

26 MAR 2000 PM 1



FOREVER/USA

Dary Hiles  
2080 BRUCE ST.  
EATON, OH. 45320

45320-185208

