

FILE

Marshall G Hiles,

Complainant

v.

Case No. 20-0084-TF-CSS

United Telephone Co of Ohio

D/B/A Centurylink,

Respondent

Objection and Appeal of PUCO's Finding and Order
Entered in the Journal on March 24, 2021

Introduction

The Complainant is formally objecting to and appealing PUCO's Finding and Order dated March 24, 2021 due to PUCO's obvious failure to give proper consideration of the repeated false statements made by Respondent's Counsel Stinson in his filings, even to the extent of misspelling the Complainant's name on a key filing dated Feb 3 2020.

It is clear Respondent's Counsel Stinson is using lack of jurisdiction as an excuse for PUCO to issue their finding and order, while he and PUCO ignore the facts, circumstances, and laws that are utmost and involved with this case and well documented for PUCO in filings made by the Complainant. Basically PUCO in their order has rendered the Ohio Consumer Protection Act as meaningless along with other laws, some even cited by Counsel Stinson. The complaint stands and given the circumstances involved with this complaint and case it legally cannot be dismissed by PUCO or ignored.

Memorandum Key Issues of Fact 1

It has become clear that the Complainant was the victim of a major mishandled change in phone service technology that created a conflict in some utility laws and the failure of PUCO and the State of Ohio to properly amend utility laws to reflect major changes in phone system and service technology and was damaged over several months, starting in the 3rd quarter of 2018, not 2019, and eventually forcing him to leave Centurylink. As a result of Centurylink's lengthy poor phone utility service, it caused him to file a complaint with the FCC and PUCO and cease being a CenturyLink customer not by choice but necessity. The facts show that PUCO and the State of Ohio also share equally in the complaint.

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Key Issues of Fact and Order Errors

On page 1 of the Finding and Order, PUCO refers to the fact under RC 4927.21 the Commission has the authority to consider a complaint against a telephone company by ANY person regarding any rate, **PRACTICE, or SERVICE** of the company relating to **ANY service** furnished by the telephone company that is unjust, **UNREASONABLE**, unjustly discriminatory, or in violation of or noncompliance with any provision of R.C 4927.01 or 4927.20, or a rule or order adopted or issued under those sections.

On page 2 the PUCO order omits the dates that Centurylink's serious problems began with the Complainant was in 2018, not March 2019, after the Complainant was forced to file a written complaint with Centurylink over their faulty phone service not the internet. The Complainant had to have quadruple bypass heart surgery and in March 2019 the same ugly phone problem that had started back in 2018 with Centurylink reared its ugly head during a phone call to the heart surgeon's office and that was the last straw that caused the Complainant to make service calls to Centurylink after they had months to correct the service trouble and the 6 tickets reported to PUCO were only for calls made during 2019 but NOT 2018. Where are they? In fact it was so bad that a call was made to a Centurylink tech rep named Brian who was based in Pennsylvania and he was a witness to the service problem for it dropped a call with him and he had to call back. Why wasn't a ticket prepared for that? The complainant reported this fact to Chadwick Woods and also corrected his account of only 6 tickets. I might add that the call made to the heart surgeon was in the same area code as other calls had been made with the same occurrence which under the technology changes would be considered to be local calls because the area code has to be entered in ANY call be it local or long distance. So how does long distance in bundling apply to the state of technology and PUCO's jurisdiction and the law? That is another major excuse Attorney Stinson and PUCO gives for determining jurisdiction and rendering their finding and order.

It should be noted that the Complainant provided witness and their phone number to PUCO and PUCO did not bother to contact one. However one witness Ralph Davis provided PUCO a hand written page of the problems he witnessed and encountered with the Complainants phone service. If PUCO had bothered to contact the Attorney with a practice in Eaton who encountered many and similar problems with Centurylink PUCO would have found out that numerous utility consumers and Centurylink customers experienced the same problems the Complainant did with Centurylink over a long period of time. It should be noted that a Centurylink service tech who came to the Complainant's home found no problems with the lines or connections here but stated that from what he could see the problem was a Centurylink problem with how they had programmed their systems. These are NOT allegations as Attorney Stinson stated but FACT!

On page 2 PUCO refers to the complainant's settlement offer and this was done after Centurylink personnel had contended that Centurylink had stated that a credit of 290.00 had been posted to my account and the next month charge waived and a service rep who was coming to the home would provide me a form to complete and sign and that did not occur plus I was told in addition I would receive a credit of 20.00 per month for the next 20 years and because of Centurylink's demonstrated failure to fix the problem due to their faulty system as I had been advised by a Centurylink tech, I accepted the one month credit but the 290.00 did not occur and I did not trust Centurylink concerning any credits to be given afterward when they could easily raise the charges and offset that amount. The tech who shared the source of the problems I was having also gave me his name and personal phone number. I also considered the problems numerous other consumers and Centurylink customers were having and many had left that phone utility being forced out due to continued problems.

On page 2 item 6 Complainant lists some of the laws that apply to this case and also includes the Consumer Protection Act as being violated by Centurylink. Complainant also cited RC

4927.21 above and clear this complaint involves an unreasonable practice or service even to the extent of effecting the Complainant's life and health. According to the law PUCO has the jurisdiction not only to review this complaint but to deal with the phone utility Centurylink that was given a lengthy chance to correct their service before and after the Complainant was forced to file his complaint and leave Centurylink for a better phone service that had also been done by his Eaton Attorney who offered to be a witness to PUCO yet PUCO did not bother! Why?

On page 3 Attorney Stinson is at it again by stating the Complainant voluntarily terminated service but fails to acknowledge the fact that the last ticket Centurylink lists was dated 8/13/19 and after the complainant had been told by a Centurylink tech that his line was clear and the problem was clearly a Centurylink problem that originated in their office. After problems occurred after this date the Complainant realized he had given Centurylink months to resolve this service problem and clear the left hand did not know with Centurylink what the right hand was doing and the complainant decided he would not be a hostage to Centurylink when his and his family's lives were involved. The Complainant as the Eaton attorney had done left and went to Spectrum and has had NO phone problems since his departure from Centurylink. The internet was NOT used at any time to cause problems of this nature and become a threat to the Complainants health and life. No wonder Attorney Stinson acted smug using jurisdiction and bundled services as an excuse while he ignores or commits errors with the facts and cannot even spell the Complainants name right on his filings with PUCO, such as Feb 3, 2020.

On page 3 PUCO refers to the so called telephone settlement conference March 24, 2020 when Attorney Stinson said little to nothing ignoring the complainant's facts and evidence, and clearly being smug. He was a live example of what the Complainant dealt with for months since the 3rd quarter of 2018. It was very clear Stinson was an outsider trying to look in and doing whatever he could to defeat the complaint when he knew the evidence, witnesses, facts and law were against him.

On page 4 Attorney Stinson in his motion to dismiss is said to have referred to a so called previous settlement that factually did not occur as he stated, that the complainant failed to state reasonable grounds upon which relief can be granted while he ignores the fact the Ohio Supreme Court ruled in the DiFranco et al v First Energy Corp et al 2012 case that fraud and tort claims were within the jurisdiction of PUCO, (that includes punitive damages) according to the result of Allstate Ins Co v Cleveland Elec. Illum Co 2009 119 Ohio St 3d 301. Apparently Attorney Stinson thinks that Centurylink's unreasonable phone service can be as disruptive as they want even to the extent of effecting a utility consumer and customer's life and health care and that is ok. He alludes to the fact that unreasonable service can be ok and PUCO has no jurisdiction over it? Not according to the Ohio Supreme Court. Attorney Stinson calls the unreasonable phone service a matter of quality of service as if Centurylink can do anything they wish in providing phone utility service to its customers and then they cannot file a complaint with PUCO for damages because they have no jurisdiction over the matter. But that is not what the Ohio Supreme Court ruled nor the law provides to Ohio phone utility consumers or customers. The Ohio Supreme Court states ORC 4905.26 confers exclusive jurisdiction on PUCO to adjudicate complaints filed against a public utility and includes the service being in any respect **unjust**, or **unreasonable**. Given what happened repeatedly and over months time to the complainant would ask PUCO does his complaint with PUCO meet that definition? If not how repeated, unjust, and unreasonable does a phone service serious problem causing damages, a tort have to be?

Here is what the Ohio Supreme Court stated about a problem involving a utility service similar to the problem in the complainant's case.. Note what the OSC states about jurisdiction.!

{¶ 9} In Henson, the complaint alleged that Columbia Gas had tortiously interfered with a business relationship. 102 Ohio St.3d 349, 2004-Ohio-3208, 810 N.E.2d 953, at ¶ 18. The substance of the claim involved "Columbia Gas's termination and restoration of natural-gas service." Id. at ¶ 20. We determined that the claim was service-related and therefore within the exclusive jurisdiction of PUCO.

Id. In Kazmaier, despite the nature of the allegation, the substance of the claim involved a dispute over the rate charged, a matter patently within the jurisdiction of PUCO. 61 Ohio St.3d at 153, 573 N.E.2d 655. Most claims are not so close to one end of the continuum between rate- or service-related and common-law tort.

It is very clear that the Complainant was correct in filing his complaint with PUCO from the start as he incurred serious service related issues for several months that even badly affected his and his family's health care and is according to the law, Consumer Protection Act and the Ohio Supreme Court, within the exclusive jurisdiction of PUCO and if PUCO fails to do their legal job in helping the claimant to secure a fair and just settlement from an Ohio Utility and forces the Claimant to take his case to Court then he is within the law and OSC rulings to add PUCO, PUCO's Directors, the State of Ohio and Governor Dewine as defendants as well not only to this case but to initiate a class action lawsuit against the same parties for the serious problems and damages caused to ALL Ohio Phone Utility Consumers and Customers.

One of the major reasons the Complainant filed his case with PUCO was due to their ability to arrive at a fair and just resolution to the Complainant's case given the serious service related utility problems. It should be noted that Centurylink provided the Complainant good service prior to the time they decided to change their technology in 2018 that became a hot potato to Ohio consumers as well as Centurylink's own employees.

On page 6 under Commission Conclusion is clearly in error for the OSC stated quality of service as quoted above is within PUCO's jurisdiction and this comes back to the fact if there is and seems to be a serious conflict in how the law concerning Utilities is written by the Ohio Legislature that is NOT Ohio Utility Consumer's fault and in this case we are talking about not only basic phone service but long distance service as well and what has become obvious is how parts of the Ohio Law are written in such a way that ignores the facts and actual service provided to Ohio Consumers by phone Utilities shown by forcing Ohio phone users to include area codes

for ALL dialed numbers regardless of location etc. To state voice services falls outside of PUCO is outrageous when it clearly conflicts with Ohio Law and OSC ruling as cited above by the Complainant. PUCO clearly has ignored the evidence and facts of this complaint and case and is in violation of the law and OSC ruling that it certainly does fall under PUCO.

Then on page 7 PUCO comes back and states just the opposite clearly trying to shift their legal and OSC ruling requiring PUCO to do so while Ohio Utility Consumers are caught in the middle.

Under item 19 on page 7 PUCO essentially agrees with the complainant as the Complainant stated above under the law and OSC case ruling and if PUCO continues down this path after the OSC and even PUCO in Item 19 stated PUCO has exclusive jurisdiction to hear complainant against telephone companies regarding practice or service as cited above, then it is clear the law has not been written to properly define PUCO's rights and jurisdiction or the law and OSC ruling is being misused to submit their order.

Summary and Conclusion

The Complainant has been right all along in filing his complaint with PUCO against CenturyLink concerning the lack of quality of their phone service even to the extent of it effecting the Complainant and his family's lives and health care. Centurylink wants to play games with the law and definition of service being happy to accept increased charges, as much as double or triple monthly for bundled services that includes basic phone services, yet ignores the fact most doctors even use the internet to provide health care to their patients with systems such as My Chart, plus the location or area codes of the doctors does not matter. As the complainant stated the problem rests in the fact technology has made major changes yet Attorney Stinson for Centurylink wants to act as if it has not and also misuses the law to defend his client

who provides phone utility and even internet service, that over time with major changes in technology are now part of what is considered to be basic services. If not why are Ohio Phone Utility consumers required to enter an area code in dialing a local phone number as if a local number is a long distance number?

As has been stated by the Complainant and Consumer, he and other Ohio Phone Utility Customers are being held hostage to major changes in technology and the inability of the Utility, PUCO, the Ohio Legislature, and the State of Ohio to amend some Ohio laws to account for the changes in technology and make PUCO's jurisdiction over it all very clear.

If PUCO forces the complainant to an Ohio Court it will necessitate adding defendants as outlined in this PUCO order response with PUCO ignoring the fact that he was being considerate and gracious to Centurylink since Centurylink staff and the service were good prior to mid 2018. By filing his complaint with PUCO he is asking for a reasonable settlement given the length of time, poor quality of service, facts of this case respecting the law and OSC case ruling with their determination of PUCO's jurisdiction and the Complainant's rights. Bringing the case to PUCO also eliminates many costs that would be passed on to Centurylink and or other defendants as well as filing for a greater amount for tort and punitive damages. If the case were filed in an Ohio Court it all would be much higher.

Closing Statement

The Complainant has provided PUCO the basis to uphold his objection and appeal and take the steps to arbitrate and settle his complaint against Centurylink. If not Ohio consumers and phone utility customers have to ask why does PUCO exist? This complaint is of such magnitude that it provides PUCO and State of Ohio the reasons and basis to reconsider its finding and order. If not then Ohio has NO PUCO that is consistent with changes in technology properly applying its own law and OSC rulings. A review of the law needs to take place as well given these facts and changes in technology. The complainant has a background in the IT industry.

Respectfully submitted

4-7-11

Date

Marshall G. Hiles

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Ohio Phone Utility Consumer
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List of Exhibits that Reinforces Complainant Response

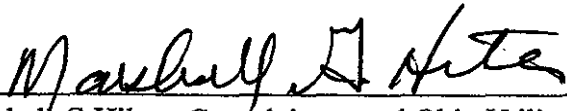
- Exhibits 1-4 Key laws that when reviewed apply to the Complaint and gives PUCO the right and jurisdiction to settle and resolve this case fairly and according to the law, Federal, State, and OSC ruling.
- Exhibit 5 Shows in his filing made with PUCO on Feb 3, 2020 that Attorney Stinson fails to even spell the Complainant's name right before he errs with other items in his filing with PUCO.
- Exhibits 6-8 Copy of a letter dated July 8, 2019 from the Complainant to the FCC with attached copies of letters dated July 3, 2019 from Centurylink to the FCC and copy of the Complaint Background filed with the Complaint with PUCO.
- Exhibit 9-10 Copy of a letter to PUCO dated August 21, 2019 with a copy of a letter dated August 15, 2019 that the complainant sent to Centurylink's legal department in Colorado. As of this time calls were still dropping, the service issues had not been fixed by Centurylink as the problems were clearly not on the complainant's end but Centurylink's per a Centurylink tech. The same problems that started in the 3rd quarter of 2018 and after the complainant's major heart surgery dropped calls to and during his surgeon's office and also endocrinologist. Clearly Centurylink's service problems were badly effecting his communications with his doctors and his health care.
- Exhibit 11 A handwritten witness from a Ralph Davis dated March 15, 2020 who witnessed the complainant's lengthy severe service problems with Centurylink starting during the 3rd quarter of 2018 and also felt Centurylink was given much time to correct their service problems and they clearly crossed the line after the complainant had major heart surgery and effecting his communication with them and his other doctors.

The Complainant would remind PUCO he sent copies of email communications he had with a Chadwick Woods of Centurylink that exposes a lot of issues he had with Centurylink and confirms many of the service problems he had with Centurylink and can provide ADDITIONAL COPIES OF THAT EVIDENCE since Attorney Stinson refers to many of the same issues in error. One important issue being he voluntarily left Centurylink but the factual evidence shows he was forced out as a result of Centurylink's unreasonable and unjust service.

The Complainant also wants to add that he did NOT get bundled services until AFTER 2010 and it was necessary not an option because even his surgeon and other doctors started using the internet with systems such as My Chart to provide him health care and his bundled services that he was charged and paid for included basic phone services plus long distance and the internet. It is quite amazing that Centurylink pushes and markets bundled services all the time to prospects and customers yet wishes to deny PUCO the right to oversee them and their services and contend PUCO has no jurisdiction over their unjust and unreasonable practices and quality of service, even when their Ohio Utility Consumer's lives and health care are involved.

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the Complainant's Response to PUCO's Finding and Order dated March 24, 2021, objecting to and appealing it with Memorandum, Exhibits, Explanation, Facts, and Conclusion has been served upon Docketing for the PUCO, Dane Stinson with Bricker and Eckler Counsel for Centurylink, Ohio Attorney General Yost and Rodney Creech District State Rep for the State of Ohio by Priority Mail with tracking this 7th day of April, 2021



Marshall G Hiles - Complainant and Ohio Utility Consumer

Public Utilities Commission of Ohio
Docketing Division
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Columbus, Ohio 43215-3793

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Ohio House of Representatives
Rep. Rodney Creech
77 South High Street
12th Floor
Columbus, Ohio 43215

Exhibit 1

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SUPPORT

Section 4905.26 | Complaints as to service.

Ohio Revised Code / Title 49 Public Utilities /

Chapter 4905 Public Utilities Commission - General Powers

Effective: March 23, 2015 Latest Legislation: Senate Bill 378 - 130th General Assembly

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Does NOT STATE Long Distance, INTERNET, OR BUNDLED services ARE EXCLUDED BUT ANY

Upon complaint in writing against any public utility by any person, firm, or corporation, or upon the initiative or complaint of the public utilities commission, that any rate, fare, charge, toll, rental, schedule, classification, or service, or any joint rate, fare, charge, toll, rental, schedule, classification, or service rendered, charged, demanded, exacted, or proposed to be rendered, charged, demanded, or exacted, is in any respect unjust, unreasonable, unjustly discriminatory, unjustly preferential, or in violation of law, or that any regulation, measurement, or practice affecting or relating to any service furnished by the public utility, or in connection with such service, is, or will be, in any respect unreasonable, unjust, insufficient, unjustly discriminatory, or unjustly preferential, or that any service is, or will be, inadequate or cannot be obtained, and, upon complaint of a public utility as to any matter affecting its own product or service, if it appears that reasonable grounds for complaint are stated, the commission shall fix a time for hearing and shall notify complainants and the public utility thereof. The notice shall be served not less than fifteen days before hearing and shall state the matters complained of. The commission may adjourn such hearing from time to time.

The parties to the complaint shall be entitled to be heard, represented by counsel, and to have process to enforce the attendance of witnesses.

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enforcement of those rules.
SUPPORT

(B)(1) The commission has no authority over wireless service, resellers of wireless service, or wireless service providers, except as follows:

(a) As provided under section 4905.84 of the Revised Code;

(b) With respect to division (C) of section 4927.15 of the Revised Code;

(c) As provided in divisions (B)(2), (3), and (4) of this section.

(2) The commission has authority over wireless service and wireless service providers as follows, but only to the extent authorized by federal law, including federal regulations:

(a) To the extent that the commission carries out the acts described in divisions (A), (B), (C), (D), and (F) of section 4927.04 of the Revised Code;

(b) As provided in sections 4927.05, 4927.20, and 4927.21 of the Revised Code.

(3) The requirements of sections 4905.10, 4905.14, and 4911.18 of the Revised Code shall apply to a wireless service provider.

(4) The commission has such authority as is necessary to enforce division (B) of this section.

(C) For purposes of sections 4927.01 to 4927.21 of the Revised Code, sections 4903.02, 4903.03, 4903.24, 4903.25, 4905.04, 4905.05, 4905.06, 4905.13, 4905.15, 4905.16, 4905.17, 4905.22, 4905.26, 4905.27, 4905.28, 4905.29, 4905.31, 4905.32, 4905.33, 4905.35, 4905.37, 4905.38, 4905.39, 4905.48, 4905.54, 4905.55, 4905.56,

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SUPPORT

Section 4927.03 | Authority over VOIP-enabled service and other telecommunications services.

Ohio Revised Code / Title 49 Public Utilities /
Chapter 4927 Telecommunications - Alternative Regulation

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Effective: December 20, 2012 **Latest Legislation:** House Bill 360 - 129th General Assembly

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(A) Except as provided in divisions (A) and (B) of section 4927.04 of the Revised Code and except to the extent required to exercise authority under federal law, the public utilities commission has no authority over any interconnected voice over internet protocol-enabled service or any telecommunications service that is not commercially available on September 13, 2010, and that employs technology that became available for commercial use only after September 13, 2010, unless the commission, upon a finding that the exercise of the commission's authority is necessary for the protection, welfare, and safety of the public, adopts rules specifying the necessary regulation. A consumer purchase of a service that is not commercially available on September 13, 2010, and that employs technology that became available for commercial use only after September 13, 2010, shall constitute a consumer transaction for purposes of sections 1345.01 to 1345.13 of the Revised Code, notwithstanding any provision of those sections to the contrary, unless the commission exercises jurisdiction over the service in accordance with this division. Notwithstanding any contrary provision of Chapter 4911. of the Revised Code, to the extent that the commission adopts rules under division (A) of this section regarding any interconnected voice over internet protocol enabled service provided

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enforcement of those rules.
SUPPORT

(B)(1) The commission has no authority over wireless service, resellers of wireless service, or wireless service providers, except as follows:

(a) As provided under section 4905.84 of the Revised Code;

(b) With respect to division (C) of section 4927.15 of the Revised Code;

(c) As provided in divisions (B)(2), (3), and (4) of this section.

(2) The commission has authority over wireless service and wireless service providers as follows, but only to the extent authorized by federal law, including federal regulations:

(a) To the extent that the commission carries out the acts described in divisions (A), (B), (C), (D), and (F) of section 4927.04 of the Revised Code;

(b) As provided in sections 4927.05, 4927.20, and 4927.21 of the Revised Code.

(3) The requirements of sections 4905.10, 4905.14, and 4911.18 of the Revised Code shall apply to a wireless service provider.

(4) The commission has such authority as is necessary to enforce division (B) of this section.

(C) For purposes of sections 4927.01 to 4927.21 of the Revised Code, sections 4903.02, 4903.03, 4903.24, 4903.25, 4905.04, 4905.05, 4905.06, 4905.13, 4905.15, 4905.16, 4905.17, 4905.22, 4905.26, 4905.27, 4905.28, 4905.29, 4905.31, 4905.32, 4905.33, 4905.35, 4905.37, 4905.38, 4905.39, 4905.48, 4905.54, 4905.55, 4905.56,

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(D) ~~Except as specifically authorized in sections 1741.01 to 1741.41 of the Revised Code,~~ the commission has no authority over the quality of service and the service rates, terms, and conditions of telecommunications service provided to end users by a telephone company.

(E) The commission shall initially adopt the rules required by this chapter not later than one hundred twenty days after September 13, 2010. Subject to the authority granted to the commission under this chapter, the commission may adopt other rules, including rules regarding the removal from tariffs of services that were required to be filed in tariffs prior to September 13, 2010, as it finds necessary to carry out this chapter.

Available Versions of this Section

December 20, 2012 – House Bill 360, 129th General Assembly [View December 20, 2012 Version]

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SUPPORT

Section 4927.21 | Complaints against telephone company.

Ohio Revised Code / Title 49 Public Utilities /
Chapter 4927 Telecommunications - Alternative Regulation

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Effective: September 13, 2010 **Latest Legislation:** Senate Bill 162 - 128th General Assembly

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(A) Any person may file with the public utilities commission, or the commission may initiate, a complaint against a telephone company other than a wireless service provider, alleging that any rate, practice, or service of the company is unjust, unreasonable, unjustly discriminatory, or in violation of or noncompliance with any provision of sections 4927.01 to 4927.20 of the Revised Code or a rule or order adopted or issued under those sections. Any dispute between telephone companies, between telephone companies and wireless service providers, or between wireless service providers that is within the commission's jurisdiction under sections 4927.01 to 4927.20 of the Revised Code may be brought by a filing pursuant to this division.

*Is A consumer's Life and health care Reasonable grounds?
If not, why?*

(B) If it appears that reasonable grounds for complaint are stated by a complaint filed under division (A) of this section, the commission shall fix a time for hearing and shall notify complainants and the telephone company or wireless service provider thereof. The parties to the complaint shall be entitled to be heard, represented by counsel, and to have a process for the attendance of witnesses.

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of the revised code, the rate, practice, or service hereafter to be adopted and
SUPPORT observed, including any appropriate remedy for a complaint;

(2) Assess a forfeiture of not more than ten thousand dollars for each violation or failure. Each day's continuance of the violation or failure is a separate offense, and all occurrences of a violation or failure on each such day shall be deemed one violation. All forfeitures authorized under this section are cumulative, and a suit for and recovery of one does not bar the recovery of any other. Collected forfeitures shall be deposited into the state treasury to the credit of the general revenue fund. Actions to recover such forfeitures shall be prosecuted in the name of the state and shall be brought in the court of common pleas of any county in which the party complained of is located. The attorney general shall commence such actions and prosecute them when the commission directs.

(D) The commission also may suspend, rescind, or conditionally rescind the certification of a telephone company under section 4927.05 of the Revised Code under either of the following circumstances:

(1) The commission determines, after notice and opportunity for hearing, that the telephone company has failed to comply with any provision of section 4905.10 or 4905.14 of the Revised Code.

(2) The commission determines in a proceeding under division (B) of this section that the telephone company has willfully or repeatedly failed to comply with any other applicable state or federal law.

(E) The commission has no authority to order credits to any customer of a telephone company, except in response to a complaint determined in accordance

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and praying for such proper relief as the court may prescribe.

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Available Versions of this Section

September 13, 2010 – Senate Bill 162, 128th General Assembly [[View September 13, 2010 Version](#)]

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SUPPORT

Section 4927.04 | Commission's authority under federal law.

Ohio Revised Code / Title 49 Public Utilities /
Chapter 4927 Telecommunications - Alternative Regulation

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the FCC told me to file
a complaint with PUC due to
this!

Effective: September 13, 2010 **Latest Legislation:** Senate Bill 162 - 128th General Assembly

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The public utilities commission has such power and jurisdiction as is reasonably necessary for it to perform the obligations authorized by or delegated to it under federal law, including federal regulations, which obligations include performing the acts of a state commission as defined in the "Communications Act of 1934," 48 Stat. 1064, 47 U.S.C. 153, as amended, and include, but are not limited to, carrying out any of the following:

(A) Rights and obligations under the "Telecommunications Act of 1996," 110 Stat. 56, 47 U.S.C. 251, as amended;

(B) Authority to mediate and arbitrate disputes and approve agreements under the "Telecommunications Act of 1996," 110 Stat. 56, 47 U.S.C. 252, as amended;

(C) Administration of telephone numbers and number portability;

Now have to use area codes for ALL numbers!

(D) Certification of telecommunications carriers eligible for universal-service funding under 47 U.S.C. 214(e);

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SUPPORT

Except as provided in division (B) of section [4927.03](#) of the Revised Code, the commission has power and jurisdiction under this section over a telecommunications carrier to the extent necessary to perform the obligations described in this section. Nothing in this chapter limits the commission's authority under the "Telecommunications Act of 1996," 110 Stat. 56, 47 U.S.C. 151, et seq., as amended, including the commission's authority over the provision of universal-service funding.

Available Versions of this Section

September 13, 2010 – Senate Bill 162, 128th General Assembly [[View September 13, 2010 Version](#)]

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Exhibit 5,

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

Marshall G. Giles,
Complainant,

v.

United Telephone Company of Ohio d/b/a
CenturyLink,
Respondent.

*Spelled
wrong*

Case No. 20-84-TP-CSS

**UNITED TELEPHONE COMPANY OF OHIO D/B/A CENTURYLINK'S
MOTION TO DISMISS**

Now comes United Telephone Company of Ohio d/b/a CenturyLink ("CenturyLink") and hereby moves the Public Utilities Commission of Ohio ("Commission"), pursuant to Ohio Administrative Code 4901-1-12 and 4901-9-01, to dismiss the Complaint filed in this matter on January 13, 2020. CenturyLink requests that the Complaint be dismissed on the bases that: (1) the Commission lacks subject matter jurisdiction over the allegations raised in the Complaint, (2) the Complaint fails to state reasonable grounds upon which relief may be granted, and (3) the Complaint has been satisfied. The grounds for CenturyLink's motion are stated fully in the attached Memorandum in Support.

Respectfully submitted,

Dane Stinson

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

Exhibit 6

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,

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 seriqus 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



Exhibit 7

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 14th St, 10th Flr
Denver, CO 80202

844 840-3532
800-366-2382 fax
www.centurylink.com

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.

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?

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.

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.

Exhibit 9

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. 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

August 15, 2019

CenturyLink Inc.
Legal Dept.
Attn: Pat Fenner
1801 California St. 10th 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.

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

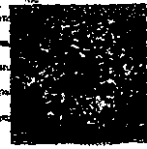
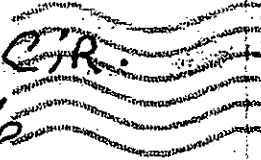
CC: PUCO of Ohio
FCC
City of Eaton
Attorney

Exhibit 11

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

BIRMINGHAM AL 360

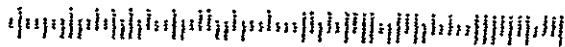
26 MAR 2020 5:13



FOREVER/USA

Dary Hiles
2080 BRUCE ST.
EATON, OHIO 45320

45320-185208



MARCH 15

Darry -

HAVE YOU GOT YOUR PHONE
PROVEN TO WORK ALL THE
TIME - IT MUST BE A

~~B~~ BIGGER PROBLEM I HAVE
TRIED TO CALL YOU SEVERAL
TIMES - YOUR ^{PHONE} 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

THE PUBLIC UTILITIES COMMISSION OF OHIO

MARSHALL G. HILES,

COMPLAINANT,

v.

CASE NO. 20-0084-TP-CSS

UNITED TELEPHONE COMPANY OF OHIO
D/B/A CENTURYLINK,

RESPONDENT.

FINDING AND ORDER

Entered in the Journal on March 24, 2021

I. SUMMARY

{¶ 1} The Commission grants in part the motion to dismiss this case with prejudice due to a lack of subject matter jurisdiction and Complainant's failure to state reasonable grounds upon which relief can be granted filed by United Telephone Company of Ohio d/b/a CenturyLink.

II. DISCUSSION

A. *Procedural History*

{¶ 2} United Telephone Company of Ohio d/b/a CenturyLink (CenturyLink or Company) is a telephone company as defined in R.C. 4927.01 and, as such, is subject to the jurisdiction of this Commission.

{¶ 3} Pursuant to R.C. 4927.21, the Commission has authority to consider a complaint filed against a telephone company by any person regarding any rate, practice, or service of the company relating to any service furnished by the telephone company that is unjust, unreasonable, unjustly discriminatory, or in violation of, or noncompliance with any provision of R.C. 4927.01 to 4927.20, or a rule or order adopted or issued under those sections.

{¶ 4} On January 13, 2020, Marshall G. Hiles (Complainant) filed a complaint against CenturyLink. Complainant alleges that he maintains his residence, from which he also conducts business, at 208 Bruce Street in Eaton, Ohio and was, during the time complained of, a subscriber of telephone and internet services at this location through CenturyLink. Complainant avers that beginning as early as mid-2018, he began having issues with his telephone service, but he reported the issues to CenturyLink in March 2019, with problems escalating in April 2019. Complainant claims that during the time his service was not functioning properly, he was unable to conduct business or personal affairs requiring telephone service. Specifically, Complainant states that between April and October of 2019, he experienced poor telephone service, including routinely fading and dropped telephone calls. Complainant believes that he was unable to obtain a satisfactory resolution from CenturyLink stating that speaking to various CenturyLink representatives did not result in repairs to his service. Complainant alleges that an employee of CenturyLink stated that the issue did not originate from Complainant's home, but from the Company's connection.

{¶ 5} Complainant represents that despite extending a settlement offer to the Company, the parties were unable to reach a satisfactory agreement to resolve the issues at hand. Complainant believes that the CenturyLink personnel who were assigned to responding to this complaint failed to bring the case to a resolution and were not honest when dealing with him.

{¶ 6} Complainant specifically argues that CenturyLink's actions violate R.C. 1345.01, 1321.25, 4722.01, and 4905.03 through 5725.01. As a result of issues stemming from the Company's alleged consistent failure to provide Complainant with telephone services, Complainant indicates that he has been damaged in an amount yet to be determined and includes claims that his service has caused him to fail to receive calls from attorneys, ill friends and family, and government officials. Stemming from these claims, Complainant requests relief, including monetary damages in the amount of \$15,000.

{¶ 7} On February 3, 2020, CenturyLink contemporaneously filed an answer generally denying the material allegations within the complaint and a motion to dismiss the complaint with prejudice.

{¶ 8} In its answer, CenturyLink asserts that it had record of six "trouble tickets" in response to Complainant's requests for service. CenturyLink explains that those "trouble tickets" indicate that the Company found no trouble on its end with Complainant's service, but in one ticket, the telephone was plugged into an incorrect port on Complainant's end. Finally, the Company asserts that following a service call on August 23, 2019, Complainant's issue was referred to the Company's long-distance group for monitoring; that ticket was subsequently closed on September 9, 2019, after it was shown that the CenturyLink network was not dropping the calls but rather the calls were being dropped on Complainant's side of the line. In its motion to dismiss, CenturyLink represents that while Complainant was its customer, having bundled telephone and internet service, he voluntarily terminated service, effective October 17, 2019. CenturyLink explains that Complainant was not a basic local exchange service (BLES) customer. Further, CenturyLink states that, while it provides internet service to Complainant, Ohio law does not authorize the Commission to exercise jurisdiction over internet and Voice Over Internet Protocol (VoIP) services.

{¶ 9} On March 2, 2020, the attorney examiner filed an Entry scheduling an in-person settlement conference for March 24, 2020. By Entry issued March 11, 2020, the attorney examiner converted the in-person settlement conference to a telephonic settlement conference due to the circumstances surrounding COVID-19. Both parties were in attendance at the settlement conference on March 24, 2020; however, the parties were unable to reach an agreement.

{¶ 10} Complainant filed a response to CenturyLink's February 3, 2020 motion to dismiss on April 2, 2020, and CenturyLink filed a subsequent reply to Complainant's response on April 8, 2020.

B. CenturyLink's Motion to Dismiss

{¶ 11} In its motion to dismiss filed on February 3, 2020, CenturyLink avers that the Commission lacks subject matter jurisdiction over the complaint, the complaint fails to state reasonable grounds upon which relief can be granted, and the complaint has been satisfied. CenturyLink explains that Complainant made a previous settlement demand which included a waiver of all August 2019 service charges, an explanation of monthly charges, and damages in the amount of \$15,000.

{¶ 12} CenturyLink supports its assertion that the Commission lacks subject matter jurisdiction of this complaint by citing R.C. 4927.03 which states in relevant part that "the commission has no authority over the quality of service and the service rates, terms, and conditions of telecommunications service provided to end users by a telephone company" except as "specifically authorized" in R.C. Chapter 4927. Specifically, CenturyLink argues that because the Complainant received a bundled package of service that is exempted from BLES regulation under R.C. 4927.01(A)(1) and (2), the Commission does not have jurisdiction to hear Complainant's case where there is not a section of R.C. Chapter 4927 that provides the Commission jurisdiction over the Complainant's quality-of-service complaint.

{¶ 13} CenturyLink also claims that Complainant fails to state reasonable grounds upon which relief can be granted stating that, to state reasonable grounds, the complaint must seek relief that the Commission may actually grant. To that end, CenturyLink points to Complainant's request for the Commission to award him "a fair and just financial resolution" to his complaint. CenturyLink believes that this request is referencing Complainant's prior settlement proposal including a \$15,000 request in monetary damages. CenturyLink contends that this request is based upon Complainant's assertion that calls were dropped, or their volume was too low, when speaking with his doctors, attorneys, elected officials, friends with health issues, and business contacts. CenturyLink argues that Complainant seeks relief in tort, and the Commission has held that it lacks jurisdiction to award monetary damages for such tort claims. *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.

{¶ 14} Lastly, CenturyLink represents that the complaint has been satisfied. With respect to Complainant's settlement demands *supra*, CenturyLink states that Complainant already accepted a credit for all August 2019 charges by the time he had submitted his settlement proposal on September 17, 2019, which would render the demand for waiver of those charges moot. Furthermore, the Company argues that given Complainant terminated his service agreement in October 2019, rendering an explanation of charges also moot because Complainant is no longer a CenturyLink customer. Finally, CenturyLink avers that Complainant brings this complaint solely to recover monetary damages, which the Commission is without jurisdiction to award. CenturyLink reasons that because the Commission cannot award monetary damages and because the requirement to explain monthly charges is moot, Complaint's claim must be deemed to have been satisfied by his acceptance of the full credit for the August 2019 charges.

{¶ 15} In his reply, Complainant generally restates the allegations and facts from his complaint, including several attachments to the complaint containing records of service and his discussions with CenturyLink employees. Complainant argues that R.C. 1345.01 to 1345.13, R.C. 4905.03, R.C. 5725.01, R.C. 1321.35 to 1321.48, and R.C. 4722.01 are applicable to his allegations and authorize the Commission to regulate VoIP and internet services. Further, Complainant states that, under the mentioned sections of the Revised Code, the Commission has jurisdiction vis-a-vis these sections to preclude CenturyLink from engaging in various practices that Complainant states violate Ohio's consumer protection law. Finally, Complainant addresses CenturyLink's assertion that his complaint was satisfied by stating that he rejected an offer of a lifetime discount on his bill. Complainant explains his rejection by positing that there may be future circumstances in which CenturyLink effectively negates this discount by way of increases in service charges.

{¶ 16} CenturyLink filed a reply to Complainant's April 2, 2020 response on April 8, 2020. CenturyLink argues that Complainant does not address the jurisdictional grounds that the motion to dismiss is based upon. Further, CenturyLink asserts that Complainant misconstrues R.C. Chapter 1345 in that it does not provide the Commission with jurisdiction, as the Commission's jurisdiction is limited to those matters identified in Title 49 of the Revised Code. The Company states that its Memorandum in Support of its Motion to Dismiss adequately addresses all other bases for dismissal and renews its motion for those reasons.

C. *Commission Conclusion*

{¶ 17} Upon consideration of the complaint, the motion to dismiss, the response to the motion to dismiss, and the reply to the response, the Commission determines that this matter should be dismissed with prejudice for lack of subject matter jurisdiction and for failure to state reasonable grounds upon which relief may be granted. R.C. 4927.03 provides that "the Commission has no authority over the quality of service*** provided to end users by a telephone company" except as "specifically authorized" in R.C. Chapter 4927. R.C. 4927.08 specifically limits the Commission's authority over service quality standards to the provision of Basic Local Exchange Service or BLES. Under R.C. 4927.01(A)(1) and (2), the definition of BLES excludes services that are part of a bundle or package of services. Therefore, the telecommunication services provided to Mr. Hiles as part of a bundle that includes voice and internet service falls outside the service quality standards under R.C. 4927.08. Further, the complaint statute, R.C. 4927.21(B), requires that a complainant coming before the Commission must state reasonable grounds for complaint in order to be considered by the Commission. Reasonable grounds require a complainant to seek relief that the Commission has authority to grant. In this instance, Mr. Hiles is seeking monetary relief in the form of damages which the Commission has no authority to award.

{¶ 18} In making these determinations, we specifically note that Complainant had a bundled package of services that included internet, unlimited voice local and long-distance calling, and associated features until he terminated those services in October 2019. This

bundled packaged is specifically exempted from BLES regulation under R.C. 4927.01(A)(1) and (2). Furthermore, the Commission does not have jurisdiction to hear Complainant's case where there is not a section of R.C. Chapter 4927 that provides the Commission jurisdiction over the Complainant's quality of service complaint. Consequently, to the extent Complainant asserts any claims with regard to these unregulated services, such claims are outside the scope of the Commission's statutory authority.

{¶ 19} Moreover, as noted above, the Commission has exclusive jurisdiction to hear complaints against telephone companies regarding any rate, practice, or service of the company relating to any service furnished by the telephone company that is unjust, unreasonable, or unjustly discriminatory. However, the Supreme Court of Ohio has determined that the Commission's jurisdiction over service-related matters does not affect the jurisdiction of the courts of common pleas to decide claims against utilities sounding in tort and contract. *Allstate Ins. Co. v. Cleveland Elec. Illum. Co.*, 119 Ohio St.3d 301, 2008-Ohio-3917, 893 N.E.2d. 824, ¶6.

{¶ 20} In the matter at hand, Complainant indicates that he seeks monetary relief in the amount of \$15,000 from CenturyLink owing to the consequences he has suffered from the service issues alleged in his complaint. The Commission agrees with CenturyLink in that the Commission has no jurisdiction over such tort and contract claims and has no authority to award monetary relief.

{¶ 21} After reviewing the complaint, answer, motion to dismiss, and other relevant information, we find that CenturyLink's motion to dismiss is reasonable and shall be granted in part. Based on the reasoning above, the Commission lacks subject matter jurisdiction in this case with regard to all of Complainant's claims. Furthermore, Complainant failed to state reasonable grounds upon which relief can be granted. Accordingly, this complaint shall be dismissed with prejudice, and this case shall be closed of record.

III. ORDER

{¶ 22} It is, therefore,

{¶ 23} ORDERED, That, CenturyLink's motion to dismiss be granted in part. It is, further,

{¶ 24} ORDERED, That in accordance with the above findings, this complaint be dismissed with prejudice for lack of subject matter jurisdiction. It is, further,

{¶ 25} ORDERED, That a copy of this Finding and Order be served upon all parties and interested persons of record.

COMMISSIONERS:

Approving:

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

JD/kck

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

3/24/2021 2:44:05 PM

in

Case No(s). 20-0084-TP-CSS

Summary: Finding & Order granting in part the motion to dismiss this case with prejudice due to a lack of subject matter jurisdiction and Complainant's failure to state reasonable grounds upon relief can be granted filed by United Telephone Company of Ohio d/b/a CenturyLink. electronically filed by Ms. Mary E Fischer on behalf of Public Utilities Commission of Ohio