

FILE

Marshall G. Hiles

Complainant

v.

Case No. 20-84-TP-CSS

United Telephone Company of Ohio
D/B/A CenturyLink

Respondent

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PUCO

Complainant's Objection to PUCO'S Order dated Sept. 23, 2021 and
Reply to PUCO'S Discussion

1. Objection and Reply

PUCO's Order denying the Complainant a rehearing of his Complaint with an appropriate resolution against CenturyLink first is backdated to April 9, 2021, and an obvious contradiction to what PUCO states in their Order issued on May 5, 2021, last page PUCO states "ITEM 11 The Commission finds that sufficient reason has been set forth by Mr. Hiles to warrant further reconsideration of the MATTERS specified in the application for rehearing. Accordingly the application for rehearing should be granted." Yet PUCO, using their Discussion Item 2 is littered with omissions, errors, contradictions and false conclusions, and now forms their reason to issue their Order of Denial dated Sept. 23, 2021. **NOTE:** A copy of this Objection and Reply will be submitted to the FCC and the Ohio Legislature.

2. Background

The Complainant originally filed his complaint against CenturyLink with the FCC and provided the FCC conclusive evidence to support his complaint. The FCC after reviewing the complaint then directed the Complainant to file his complaint with Ohio PUCO and the FCC would not have done so if Ohio PUCO had no standing or jurisdiction to properly resolve the complaint. The Complainant has to ask PUCO why the FCC would have directed the Complainant to do what he did?

In addition it should be noted that the Ohio PUCO even promotes on their own website the rights of Ohio Consumers where PUCO states, "the PUCO has the **exclusive authority** to resolve formal complaints between utilities and residential or business customers **AND to ORDER ANY appropriate relief**". Yet PUCO in this complaint wishes to contend that is not the case even legally. PUCO needs to be asked why they promote this fact publicly yet now contend it is not the case and they do not have jurisdiction? **Clearly it is a major contradiction.**

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3. Reply to Discussion A2-C25

A2 Ohio PUCO omits any reference to the FCC and that the Complainant was directed by the FCC to file his complaint with Ohio PUCO. Ohio PUCO also omits the fact that he began having issues with CenturyLink in June 2018 NOT as late as PUCO states in March of 2019 and CenturyLink failed to produce trouble tickets from late 2018 after the Complainant gave CenturyLink several months to fix their own problems. In addition CenturyLink failed to produce any trouble tickets when their tech rep in PA named Brian saw first handed the constant problems the complainant was having when while speaking on the phone with him the same trouble occurred and Brian had to call him back. But Ohio PUCO made NO reference to the fact that another CenturyLink employee saw what was taking place first handed.

The Complainant also provided Ohio PUCO written witness by Ralph Davis and the name and contact info of a local attorney who had so many problems with CenturyLink in his practice he was forced to leave for Spectrum and was also aware numerous area CenturyLink phone utility users were having problems with CenturyLink and Ohio PUCO did NOT bother to contact either witness.

The Complainant wants to make it very clear that after living at the same address for over 30 years he never filed a complaint against ANY Ohio Utility until he incurred the same problem with CenturyLink for months after it began, had quadruple heart bypass and incurred the same problem when trying to speak with his heart surgeon for health care. But Ohio PUCO was told about this fact and never bothered to contact that office either.

So it is clear it matters not to Ohio PUCO how severe a problem is with an Ohio phone utility what they claim on their own website is untrue and false. It is also confirmed with Ohio PUCO's Sept, 23, 2021 Order.

A3 A complaint was not filed until CenturyLink admitted their guilt by offering a settlement that was totally unjust and rejecting a counter settlement. The Complainant felt that Ohio PUCO after being directed to file a complaint would be able to weigh the severity of CenturyLink's problems and help to resolve the complaint with fair relief given the length of time and severity of CenturyLink's documented problems with witnesses according to the FCC and PUCO's own website. It became clear while CenturyLink's past service had been good this Phone Utility Consumer incurred his trouble from CenturyLink making a major technology change in their system and service. Also, some CenturyLink personnel were either ignorant or not honest but the majority of their employees were victims of the major technology changes by CenturyLink.

A4 Additional omissions by PUCO are the major problems the Complainant had with his

CenturyLink phone service while trying to speak with his heart surgeon's office getting health care and PUCO omits this fact and that this event led to him filing complaints with the FCC and then PUCO. PUCO also omits the fact that this Ohio Consumer filed his complaint with PUCO to give them a chance to settle his claim with PUCO being able to weigh the length of time and the severity of the problems he was having with a phone utility named CenturyLink. The law that was in violation by this phone utility is not argued by PUCO.

A5 The Complainant replied to CenturyLink's missive and failure to account for all trouble tickets plus erroneously stating that the problem was not on their end and using the fact a CenturyLink trainee misplugged a phone jacket that had nothing to do with the lengthy problems incurred from CenturyLink. It was found by the Complainant who brought the issue to the CenturyLink tech's attention, who stated that there was NO issue in or outside of this house and that his problem had to be a CenturyLink problem in their office and this rep even went up a pole outside to check all connections.

In addition CenturyLink took the position that it was OK for an Ohio Consumer's health and life to be involved in a phone utility service and nothing could be done or a just settlement because he had a bundled package. Yet that is not what PUCO contended on their website, according to law, ruled by the OHIO Supreme Court, or thought by the FCC. The Complainant in a previous reply to CenturyLink's filing with PUCO that one has to dial the area code regardless of it being a local number and unable to tell the difference clearly showed a major change in technology plus medical professionals were even using systems such as MyChart for health care on the Internet. Dane Stinson and then Robert Matthews both made numerous errors in their filings even trying to account for what actually happened over a long period of time with CenturyLink's now unjust and unreasonable service.

A6 In a conference held with the attorney Stinson the Complainant did NOT state anything because he could not get a word in with Stinson clearly dominating the time. It was nothing but a farce.

A7 In the Complainant's response to a filing made by Stinson he points out their numerous errors that they ignore. Matthews then follows suite and his errors were also exposed by the Complainant.

A8 PUCO contends they do not have jurisdiction to handle this complaint and be a source to help the Complainant find relief. However that is NOT why the FCC directed the Complainant to refile his complaint with PUCO, nor the Ohio Supreme Court ruled in several of their cases even though some were not phone utilities, nor according to the law, and hear this even what PUCO

itself claimed on their own website. Yet that is the excuse PUCO now uses in this Order. PUCO needs to answer to the FCC and the Ohio Legislature why Ohio Phone Utility Consumers and Customers cannot file a complaint with PUCO and get results with relief and the life of and health care of Ohio Citizens means nothing to PUCO!

A9 The Complainant is filing his objection and reply during the proper time. It would have been done sooner were it not for sickness and health issues. His advice to PUCO is to reconsider their Sept 23, 2021 order for if PUCO fails to handle and resolve this complaint they need to explain their inaction to MANY starting with the FCC and Ohio Legislature and Ohio Consumers.

A10 This Item has been addressed and what the Complainant filed stands.

A11 CenturyLink filed memorandums but the Complainant made reply filings to respond to CenturyLink's blatant errors and ignoring the documented facts.

A12 The Complainant already addressed this issue.

A13 This item involves a major contradiction and omission of the facts specified in the filing for rehearing and while this same PUCO stated in the May 5, 2021 ruling Mr. Hiles submitted reason to warrant rehearing now PUCO states rehearing should be denied. Here again their Order is in violation of the law, documented facts, and even their contention PUCO Protects Consumer Rights. They show PUCO does not and has NO care about a Consumer's life nor health care and how a phone utility adversely effects it.

B14 PUCO contends they lack subject matter jurisdiction but ignore the fact the FCC thought otherwise, the Ohio Supreme Court made rulings in cases involving utilities that said PUCO had the right to resolve issues involving utilities, PUCO even promotes to Consumers and the Ohio public on their own website **"they have the ability to resolve ANY problems Ohio consumers have not been able to solve on their own and has the exclusive authority to resolve formal complaints between utilities and customers and to order ANY appropriate relief"** but it is clear that PUCO is violating its own charter with this complaint. PUCO needs to give a full account of their conduct to the FCC, Ohio Legislature, the complainant, and other.

B15 The Complainant submitted an accurate and honest complaint against CenturyLink to PUCO from the outset, with key witnesses that PUCO didn't bother to contact plus he relayed to PUCO that the local UPS depot staff was privy to hearing numerous complaints being voiced by area CenturyLink customers. PUCO didn't contact them either. The Complaint stands and is supported with documented facts yet PUCO ignores its own charter, the law, and the thrust of OSC case rulings. It has become clear that major utility service problems being incurred over a long time means nothing to PUCO.

B16 PUCO totally ignores that the complaint was filed due to CenturyLink's long term and unresolved service problems that even affected his life, health care, and his family. It was a major service related claim of which CenturyLink admitted its guilt by offering a settlement that could not be accepted based on the length of time and serious nature of their service problems. PUCO true to form missed the entire thrust of many OSC case rulings.

B17 What the Complainant stated about the law stands while PUCO contends it can apply its own application to Ohio Law which leads to PUCO opposing Consumer Rights under the law.

B18 According to PUCO long term phone utility service problems that even adversely affected the claimant's life and health care is not reasonable grounds for the complaint while the FCC thought it was and directed a complaint to be filed with PUCO.

B19 CenturyLink the phone utility that created service problems long term, well over a year and being unresolved after CenturyLink claimed they did nothing wrong, forced the Complainant to leave and go to Spectrum, as other area Ohio Phone Consumers had done, and admitted their guilt by offering a settlement that was unjust considering the length of time and magnitude of their service problems. Stinson and Matthews couldn't even get the facts of the claim right even in the face of their own tech reps seeing the problem first handed and also declaring the problem was in CenturyLink's Office.

C20 PUCO clearly contradicts its own ruling on rehearing of May 5, 2021 where they clearly state Mr Hiles set forth sufficient reasons for rehearing and many of those reasons first appeared in the original complaint filed with PUCO at the direction of the FCC and stand and form just reason for an objection to PUCO's Sept 23, 2021 ruling now denying the Complainant Consumer Protection plus helping to decide appropriate relief based on the facts of CenturyLink's severe phone service problems for months. PUCO clearly ignores the documented facts with witnesses and evidence of the claim even observed by CenturyLink's own tech reps.

C21 PUCO could not sustain their refusal to resolve the Complaint on the basis of subject matter jurisdiction even as promoted by PUCO publicly on its own website now PUCO's tactic is to use the fact the Complainant had a bundle of services yet PUCO could not explain what they contended was legal or consistent with major technology changes by CenturyLink that requires an area code to be dialed even when making local calls making no difference with long distance calls. It is very clear that CenturyLink due to making major technology changes negated the definition of a bundled package putting a Consumer's own life and health care at great risk. The bundle of services was only phone and internet service and medical professionals even began using the internet for health care such as MyChart. The fact is CenturyLink made a major technology change and PUCO did NOT react or make changes accordingly.

PUCO should note ORC 4927.03 where that law states **"the exercise of the commission's authority is necessary for the protection, welfare, and safety of the public"**. Now PUCO contends that the same lengthy problem the Complainant encountered with CenturyLink during his call with his heart surgeon's office obviously affecting his life and healthcare did not fit what was stated in this law. It further exposes PUCO's sad contradictions one of many.

C22 The main thing PUCO ignores is that the OSC ruled that PUCO had jurisdiction over the utility and the issue. Here is a case that makes it much clearer.

Note: The Delost Case went before the OSC. included phone utilities:

II. LAW AND ARGUMENT A. PUCO Has Exclusive Jurisdiction Over Public Utility Service Complaints. **The Public Utility Commission of Ohio ("PUCO") has exclusive jurisdiction over most matters concerning public utilities.** Allstate Insurance Company v. Cleveland Electrical Illuminating Company (2008), 119 Ohio St.3d 301, 893 N.E.2d 824. Indeed, the State Legislature enacted R.C. Title 49 to regulate the business activities of public utilities and created the PUCO to administer and enforce those provisions. **Kazmaier Supermarket, Inc. v. Toledo Edison Co. (1991), 61 Ohio St.3d 147, 150-51. PUCO "has exclusive jurisdiction over various matters involving public utilities, such as rates and charges, classifications, and service, effectively denying to all Ohio courts [except this Court] any jurisdiction over such matters."** State ex rel. Cleveland Elec. Illum. Co. v. Cuyahoga Cty. Court of Common Pleas (2000), 88 Ohio St.3d 447, 450, 727 N.E.2d 900. (emphasis added). Thus, the Supreme Court of Ohio has found that "[t]he jurisdiction specifically conferred by statute upon the Public Utilities Commission over public utilities of the state . . . is so complete, comprehensive and adequate as to warrant the conclusion that it is likewise exclusive." State ex rel. Northern Ohio Tel. Co. v. Winter (1970), 23 Ohio St.2d 6, 9 quoting State ex rel. Ohio Bell Tel. Co. v. Common Pleas Court of Cuyahoga Cty. (1934), 128 Ohio St. 553, 557. It is well established that **PUCO has exclusive jurisdiction over service-related matters.** See generally Allstate Insurance Company v. Cleveland Electrical Illuminating Company (2008), 119 Ohio St.3d 301, 893 N.E.2d 824; State ex. Rel. The Illum. Co. v. Cuyahoga Cty. Court of Common Pleas (2002), 97 Ohio St.3d 69.

C23 The Complainant refers PUCO to the law and what it states that PUCO appears to ignore. ORC 4905.26, 4927.04..and 4927.21.

ORC 4905.26 states "that a complaint in writing against ANY public utility can be filed by ANY person and or SERVICE is in any respect unjust, unreasonable, insufficient or ANY service is or will be inadequate" if reasonable grounds for the complaint are stated, PUCO SHALL fix a time for hearing etc. The hearing that took place as stated the Complainant could not get a word in because Stinson controlled the entire hearing. Frankly it was a joke.

ORC 4927.04 invokes Federal Law to give PUCO power and jurisdiction as is reasonably necessary against a phone utility that also provides telecommunications with the authority to mediate and arbitrate disputes which includes a fair and just settlement between the Complainant and CenturyLink.

ORC 4927.21 specifies any person may file a complaint against a telephone company not a wireless service provider. CenturyLink would fit that description. Yet according to PUCO's Order issued on Sept 23, 2021 it was quite OK for CenturyLink to fail to provide the proper service for months, even jeopardizing the Complainant's life and health and PUCO ignores Federal and State Law and OSC Case ruling in the process. Also note that this law gave PUCO the jurisdiction and authority to assess a major forfeiture for each violation.

C24 It has become clear that PUCO ignores Federal and State Law and the intent of OSC case rulings while injustice and a corrupted phone service went on for months. CenturyLink claimed it was fixed and it was not, and the Complainant was basically forced out their door having been greatly damaged for well over 1 year from June 2018 to October 2019. PUCO ignored at least 4 witnesses that could confirm it and other facts. The complaint with PUCO was justified and could have been filed before it was by the Complainant.

In some of the same cases handled by the OSC not only does PUCO either miss or ignore the thrust of the case but fails to cite OSC statements in the same cases that contradicts PUCO's conclusion about the case, even if it involves PUCO's jurisdiction over this complaint and to help the Complainant find relief as PUCO promotes publicly on their own website and the FCC thought would be done.

While PUCO contends their Commission did not act unreasonably, unlawfully, or unjustly when it refused to consider Complainant's request for a monetary damages award, that assertion contradicts PUCO's public statements made on their own website plus they know that a just settlement with CenturyLink could not be reached after they admitted their guilt by offering an unfair settlement that left the door open for them to essentially undo at any time by raising their prices. The Complaint and request for PUCO's help was justified since PUCO would be in a position to help the Complainant determine fair and just relief as well.

C25 PUCO now states it finds no merit in the application for rehearing and clearly contradicts their ruling contained in their letter dated May 5, 2021. This isn't the first time PUCO omits, errs, and contradicts themselves and others when filing their orders and other. PUCO clearly shows they violate their own public assertions, laws, and rules and one has to ask why PUCO exists if they cannot accept and resolve this complaint with fair and just relief given the length of time, severity of the trouble, witnesses, and CenturyLink's admission of guilt?

4. Summary and Conclusion

CenturyLink provided a good service and support to the Complainant prior to June 2018 and it became clear they were making major technology changes. The Complainant was very patient and gave CenturyLink several months to fix its own problems. When it did not happen, support reps were called before 2018 ended.

Then the Complainant had quadruple heart bypass in Jan 2019 and incurred the same problems with CenturyLink during a call he made to his heart surgeon's office in the spring of 2019. During that call the same problem with CenturyLink reared its ugly head. That was way over the line for CenturyLink an Ohio phone utility because it affected his life and healthcare. Then after enduring the same problem for several months in 2019 and it happening again after CenturyLink said they fixed it and did not they forced the Complainant out the door for he could not endure this any longer and allow it to continue and badly affect his and his family's lives.

CenturyLink admitted their guilt and made him a settlement offer that was not reasonable due to the length of time and the severity of their service trouble and how they constructed it, he countered and they rejected it. After he discovered that MANY in the area had serious problems with CenturyLink he decided to file a Complaint with the FCC and send them evidence and the names of witnesses and after the FCC reviewed it they told him to file a complaint with PUCO. They would not have done that if PUCO had no jurisdiction or the authority to help him resolve the problem and impasse over the settlement.

So he filed a major complaint with PUCO. PUCO knew he had been directed by the FCC to file it with PUCO. So if PUCO has a problem with handling his Complaint as PUCO even confirms on its own website they need to explain it to the FCC and also the Ohio Legislature for how they are acting over it has created an additional problem. If they contend the Court is the proper party to do so they need to review the law, what they publicly state on their own website, and explain their conduct to the FCC and the Ohio Legislature.

If PUCO contends that having a bundled package negates their ability to fulfill its own assertions over complaints they need to explain why they failed to clarify the definition of a bundled package after major changes were made in the technology with required use that altered that definition.

The Complainant has exposed PUCO's key omissions, errors, and contradictions in their Discussion and the Complaint stands and so does the Complainant's request to PUCO to fairly resolve his problem with CenturyLink that they could have done on their own but did not. PUCO publicly pledged they were the source to do so and also protect Ohio Phone Utility Consumers.

If PUCO fails to do its job with this complaint the current staff needs to resign, PUCO dissolved and recreated with complete governance and oversight by the Ohio Legislature especially since it involves a major public utility and there are District Ohio Reps for Phone Utility Consumers and Customers in every county and district in Ohio. The Complainant rightfully objects to PUCO's Sept 23, 2021 Order. having direction by the FCC, its own public pledges, the law, and his rights.

Respectfully submitted by,

Marshall G Hiles
Marshall G Hiles

Phone Utility Consumer and Complainant

Cc: The FCC

Rodney Creech Ohio District Rep, Adam Gunpf

THE PUBLIC UTILITIES COMMISSION OF OHIO

**IN THE MATTER OF THE COMPLAINT OF
MARSHALL G. HILES,**

COMPLAINANT,

V.

CASE No. 20-84-TP-CSS

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

RESPONDENT.

SECOND ENTRY ON REHEARING

Entered in the Journal on September 23, 2021

I. SUMMARY

{¶ 1} The Commission denies the application for rehearing of the March 24, 2021 Finding and Order filed by Marshall G. Hiles.

II. DISCUSSION

A. Procedural Background

{¶ 2} On January 13, 2020, Marshall Hiles (Mr. Hiles or Complainant) filed a complaint against United Telephone Company dba CenturyLink (CenturyLink or Company). 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.

{¶ 3} 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.

{¶ 4} Mr. Hiles specifically argued 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 Mr. Hiles with telephone services, Mr. Hiles 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.

{¶ 5} In its answer, CenturyLink asserts that it had record of six "trouble tickets" in response to Mr. Hiles' requests for service. CenturyLink explained that those "trouble tickets" indicated that the Company found no trouble on its end with Mr. Hiles' service, but in one ticket, the telephone was plugged into an incorrect port on his end. Finally, CenturyLink asserts that following a service call on August 23, 2019, Mr. Hiles' 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, rather, the calls were being dropped on Mr. Hiles' side of the line. In its motion to dismiss, CenturyLink explains that Mr. Hiles 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.

{¶ 6} A settlement conference was conducted on March 24, 2020. The parties met for the conference but were unable to resolve the matter.

{¶ 7} CenturyLink filed a motion to dismiss on February 3, 2020. Mr. Hiles filed a response to the motion to dismiss on April 2, 2020, and CenturyLink filed a reply to Mr. Hiles' response on April 8, 2020.

{¶ 8} On March 24, 2021, the Commission issued its Finding and Order in this proceeding (*Order*), granting, in part, CenturyLink's motion to dismiss the case with prejudice. The Commission concluded the case should be dismissed owing to the Commission's lack of subject matter jurisdiction and Complainant's failure to state reasonable grounds upon which relief could be granted.

{¶ 9} R.C. 4903.10 states that any party to a Commission proceeding may apply for rehearing with respect to any matters determined by the Commission within 30 days after the Commission's order is journalized.

{¶ 10} On April 9, 2021, Mr. Hiles filed an application for rehearing. Mr. Hiles alleges two assignments of error in which the Commission acted inconsistent in applying "***its own law and [Supreme Court of Ohio] rulings. ***."

{¶ 11} On April 15, 2021, CenturyLink filed a memorandum contra the application for rehearing, in which it denied all of Complainant's allegations including a statement that Complainant raises no new arguments for the Commission's consideration and, therefore, rehearing should be denied.

{¶ 12} On May 5, 2021, the Commission issued an Entry on Rehearing granting Mr. Hiles' application for rehearing for the limited purpose of further consideration of the matters specified on rehearing.

{¶ 13} The Commission has reviewed and considered all of the arguments raised in Mr. Hiles' application for rehearing. Any argument raised on rehearing that is not

specifically discussed herein has been thoroughly and adequately considered by the Commission and should be denied.

B. Summary of the Application for Rehearing and Memorandum Contra

{¶ 14} In his first assignment of error, Mr. Hiles contends that the Commission erred in its determination that the Commission lacked subject matter jurisdiction over the complaint.

{¶ 15} Complainant generally restates the allegations, facts, and arguments of the Complaint in the Application for Rehearing (App. for Rehearing at 1-5). Complainant argues that the Commission is incorrect as a matter of law, because (a) the Supreme Court of Ohio conferred jurisdiction in tort matters in *Allstate Ins. Co. v. Cleveland Elec. Illuminating Co.*, Supreme Court of Ohio, 2008-Ohio-3917 at ¶9, and (b) the Commission has subject matter jurisdiction under 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.

{¶ 16} Complainant contends that the Supreme Court of Ohio conferred jurisdiction on the Commission over a complaint sounding in tort in *Allstate Ins. Co. v. Cleveland Elec. Illuminating Co.* (App. for Rehearing at 5-6.) Mr. Hiles argues that in *Allstate*, the Court held that the Commission has jurisdiction over matters sounding in tort where it wrote

"[i]n *Henson*, the complaint alleged that Columbia Gas had tortiously interfered with a business relationship . . . [t]he substance of the claim involved 'Columbia Gas's termination and restoration of natural-gas service.' We determined that the claim was service-related and therefore within the exclusive jurisdiction of the PUCO. 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 the PUCO. Most claims are not so close to one end of the continuum between rate- or service-related and common-law tort." (App. For Rehearing at 5-6).

{¶ 17} Finally, Mr. Hiles argues that various provisions of the Ohio Revised Code, including 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 confer jurisdiction on the Commission over his complaint.

{¶ 18} With respect to his second assignment of error, Mr. Hiles argues that the Commission erred in its determination that the Complainant failed to state reasonable grounds for which relief can be granted (App. for Rehearing at 1). Similarly, Mr. Hiles generally restates the grounds, facts, and allegations found in the complaint concerning the reasonableness of the grounds upon which the complaint is stated and does not proffer any new arguments (App. for Rehearing at 1-4, 7-8). Mr. Hiles argues that the complaint states reasonable grounds of which R.C. 4905.26 confers jurisdiction on the Commission to consider complaints concerning unjust or unreasonable service (App. for Rehearing at 5).

{¶ 19} On reply, CenturyLink contends that the Commission, in its *Order*, fully considered the applicable law related to subject matter jurisdiction and correctly determined that it lacked jurisdiction over the complaint. In CenturyLink's opinion, the *Order* fully considered the facts and allegations in the Complainant's complaint and the arguments in his response to CenturyLink's motion to dismiss. (Memorandum Contra at 1.)

C. Commission Conclusion

{¶ 20} Upon review, the Commission finds that Mr. Hiles' application for rehearing should be denied in its entirety. Initially, we find that Mr. Hiles' application for rehearing has not brought forth any new arguments for the Commission's review and merely restates arguments made in prior pleadings.

{¶ 21} In its *Order*, the Commission adequately addressed the issue of subject matter jurisdiction and determined that it did not have subject matter jurisdiction over Mr. Hiles' complaint. We came to this conclusion because Mr. Hiles' complaint stemmed from a bundle of services over which the Commission has no subject matter jurisdiction under R.C. Chapter 4927. In pertinent part, R.C. 4927.03 states that, "[t]he 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. Mr. Hiles paid CenturyLink for a bundle of services that is specifically exempted from BLES regulation under R.C. 4927.01(A)(1) and (2).

{¶ 22} As to Complainant's argument that Supreme Court of Ohio precedent confers jurisdiction over his complaint to the Commission, we disagree. In *Allstate*, citing its opinion in *State ex rel. Columbin Gas of Ohio, Inc. v. Henson*, 2004-Ohio-3208, the Ohio Supreme Court found the Commission had jurisdiction over a gas service provider's termination and restoration of natural gas service, governed by statutes unrelated to those which confer jurisdiction on the Commission over telephone service.

{¶ 23} Based on the foregoing reasons, the Commission determined then, as it does now, that it did not have jurisdiction over Mr. Hiles' quality-of-service complaint regarding his bundle of services provided by CenturyLink. Order at ¶¶12 and 17.

{¶ 24} Additionally, the Commission considered the question as to Mr. Hiles request for relief in the form of monetary damages. Upon examination of applicable law, the Commission determined that it does not have authority to award monetary damages, which may only be done by a court of competent jurisdiction. We cited to *Skotyusky v. Ohio Bell*, Case No. 17-2554-TP-CSS, Entry (June 6, 2018) at 6 (citing to *Allstate Ins. Co. v. Cleveland Elec. Illum. Co.*, 2008-Ohio-3917, ¶6) where the Supreme Court stated 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. Further, in *Allstate*, the Supreme Court stated that "PUCO is not a court and has no power to judicially ascertain and determine legal rights and liabilities." *Id.* Accordingly, where the Commission has no authority to award monetary damages or to adjudicate claims sounding in tort, the assignment of error should be denied. Our conclusion in this case is consistent with prior Commission precedent. See *Skotyusky v. Ohio Bell*, Case No. 17-2554-TP-CSS,

Glendening v. Cincinnati Bell, Case No. 12-1968-TP-CSS, *Sample v. Ohio Edison*, Case No. 20-1583-EL-CSS, and *Brian Tomlin v. Columbus Southern Power Company*, Case No. 02-46-EL-CSS. We therefore affirm our findings and determine that the Commission did not act unreasonably, unlawfully, and unjustly when it refused to consider Complainant's request for a monetary damages award.

{¶ 25} As Mr. Hiles has not brought forth new arguments as to the issue of subject matter jurisdiction, the Commission finds no merit in his application for rehearing. Accordingly, the assignments of error should be denied in their entirety, and Mr. Hiles' application for rehearing should be dismissed, and this case be closed of record.

III. ORDER

{¶ 26} It is, therefore,

{¶ 27} ORDERED, That the application for rehearing filed by Mr. Marshall G. Hiles on April 9, 2021 be denied. It is, further,

{¶ 28} ORDERED, That a copy of this Second Entry on Rehearing be served upon each party of record.

COMMISSIONERS:

Approving:

Jenifer French, Chair
M. Beth Trombold
Lawrence K. Friedman
Daniel R. Conway
Dennis P. Deters

JMD/kck

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

Summary: Entry denying the application for rehearing of the March 24, 2021 Finding and Order filed by Marshall G. Hiles electronically filed by Heather A. Chilcote on behalf of Public Utilities Commission of Ohio

THE PUBLIC UTILITIES COMMISSION OF OHIO

**IN THE MATTER OF THE COMPLAINT OF
MARSHALL G. HILES,**

COMPLAINANT,

V.

CASE NO. 20-84-TP-CSS

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

RESPONDENT.

ENTRY ON REHEARING

Entered in the Journal on May 5, 2021

I. SUMMARY

{¶ 1} The Commission grants the application for rehearing filed by Marshall Hiles for the limited purpose of further consideration of the matters specified on rehearing.

II. DISCUSSION

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

{¶ 3} On January 13, 2020, Marshall Hiles (Mr. Hiles or Complainant) filed a complaint against CenturyLink concerning problems with his telephone service during the time complained of. Mr Hiles contended that he began having problems with his telephone service in mid-2018, but formally reported the issues to CenturyLink in March 2019. Mr. Hiles claims that during the time his service was not functioning properly, he was unable to conduct business or personal affairs requiring phone service. Specifically, Mr. Hiles states that between April and October of 2019, he experienced poor telephone service, including routine fading and dropping of telephone calls. Mr. Hiles believes that he was unable to obtain a satisfactory resolution from CenturyLink, stating that speaking to various representatives did not result in repairs to his service. Mr. Hiles alleges that an employee

of CenturyLink stated that the issue did not originate from his home, but from CenturyLink's connection.

{¶ 4} 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.

{¶ 5} On March 24, 2020, both parties participated in a telephonic settlement conference that did not ultimately result in a resolution of the case.

{¶ 6} On April 2, 2020, Mr. Hiles filed a response to CenturyLink's February 3, 2020 motion to dismiss. CenturyLink filed a reply to Complainant's response on April 8, 2020.

{¶ 7} On March 24, 2021, the Commission issued a Finding and Order dismissing Mr. Hiles' complaint with prejudice due to a lack of subject matter jurisdiction and failure to state reasonable grounds for complaint.

{¶ 8} R.C. 4903.10 states that any party to a Commission proceeding may apply for rehearing with respect to any matters determined by the Commission within 30 days after the Commission's order is journalized.

{¶ 9} On April 9, 2021, Complainant filed an application for rehearing. Mr. Hiles asserts that the Commission acted inconsistent in applying "its own law and [Supreme Court of Ohio] rulings." Additionally, Mr. Hiles claims that the Commission has rendered the Ohio Consumer Sales Practices Act meaningless.

{¶ 10} CenturyLink filed a memorandum contra the application for rehearing on April 15, 2021, asserting that Complainant's arguments do not assert new issues for the Commission's consideration and further that the Commission already fully addressed its lack of subject matter jurisdiction in the Finding and Order.

{¶ 11} The Commission finds that sufficient reason has been set forth by Mr. Hiles to warrant further consideration of the matters specified in the application for rehearing. Accordingly, the application for rehearing should be granted.

III. ORDER

{¶ 12} It is, therefore,

{¶ 13} ORDERED, That the application for rehearing filed by Complainant be granted for the limited purpose of further consideration of the matters specified on rehearing. It is, further,

{¶ 14} ORDERED, That a copy of this Entry on Rehearing be served upon all parties of record.

COMMISSIONERS:

Approving:

Jenifer French, Chair
M. Beth Trombold
Lawrence K. Friedeman
Daniel R. Conway
Dennis P. Deters

JMD/mef

1-614-446-4096

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

5/5/2021 2:34:02 PM

In

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

Summary: Entry granting the application for rehearing filed by Marshall Hiles for the limited purpose of further consideration of the matters specified on rehearing electronically filed by Heather A Chilcote on behalf of Public Utilities Commission of Ohio

October 16, 2021

Federal Communications Commission
Consumer and Phone Utility Complaints Division
445 12th Street, SW CY-B523
Washington, DC 20554

Re: Attached Material confirms the Consumer's Complaint with the FCC and PUCO

Dear Folks,

This Ohio Phone Utility Consumer originally filed his complaint with the FCC who reviewed it with the documentation and evidence and directed him to file a complaint with the OHIO PUCO. The FCC would not have done that if they thought that the Ohio PUCO had no jurisdiction or authority to settle his complaint with just relief given the length of time and magnitude of the suffering he endured from CenturyLink's corrupted service even to the point of seriously affecting his life and healthcare and that of his family. Even with personal contact, CenturyLink's headquarters didn't bother to contact him showing how unethical this phone utility was with Ohio Consumers and Customers.

It was the ONLY complaint he filed against ANY Utility having lived at the same address for over 35 years. To be frank he never experienced anything like it and came to see it happened due to a major change in CenturyLink's phone technology that they never resolved for him even though they claimed months later they did that caused him to leave CenturyLink for another provider. No problems since with Spectrum's phone service.

It was bad enough what the Complainant had to endure from CenturyLink it was worse when one reviews the tactics used by the Ohio PUCO after the FCC directed him to file his complaint with the Ohio PUCO. The material attached proves what this Consumer suffered from CenturyLink and then the Ohio PUCO after he filed his complaint. CenturyLink had admitted their guilt by making a settlement offer that was unjust and upon the Complainant countering with what he considered was fair and just CenturyLink rejected it taking the attitude it was their way or the highway. After this Consumer had been very patient with CenturyLink this became an additional reason a complaint was filed initially with the FCC much later and then PUCO.

The Complainant contacted the FCC again a couple of months ago by phone and the FCC Rep after hearing what had happened and was going on supposedly reopened the complaint with the FCC and copies of documents were emailed to the FCC after that took place. The FCC was told that the Complainant would work with the FCC or PUCO in resolving his complaint and arriving at a fair settlement..

The FCC needs to review the attached material and determine PUCO's responsibility to handle the complaint on behalf of all Ohio phone utility consumers and the law. The Complainant will provide the FCC any additional documentation and evidence they request that shows how the PUCO acted in shirking their duty and also in violation of the law both State and Federal.

The Complainant appreciates the FCC's review of his complaint with documentation and evidence. The FCC can consider this letter and the attached material as a formal request concerning his complaint.

Respectfully submitted by,

A handwritten signature in black ink, appearing to read "Marshall G Hiles". The signature is fluid and cursive, with the first name "Marshall" being more prominent.

Marshall G Hiles Complainant
208 Bruce St.
Eaton, Ohio 45320
1-937-456-5339

Cc: Ohio PUCO
Josh Senft for US Rep Warren Davidson
Ohio Rep Rodney Creech

September 3, 2021

Federal Communications Commission
Consumer Inquiries and Complaints Division
445 12th Street, SW CY-B523
Washington, DC 20554

Re: Marshall Hiles's Complaint IC# 4929982
Reply to Centurylink's Rebuttal filed 9/02/2021 by Internet online

Dear Folks,

Mr. Robert Matthews on behalf of Centurylink as did Mr. Dane Stinson of Brickler and Eckler before him filed a rebuttal to my complaint using the same tactics as did Stinson. Those tactics included making filings riddled with numerous errors, such as misstating how Centurylink mishandled the entire situation, admitting their guilt by making a ridiculous settlement offer to the Complainant. Forcing him to counter, blaming him for his phone utility problems, failing to acknowledge the Ohio Consumer Protection Act and Law, dodging liability by stating the Complainant had a bundled package, and then trying to contend his Complaint had been dismissed by PUCO because he failed to provide subject matter jurisdiction, while ignoring the document PUCO provided stating he had raised valid concerns and issues and his complaint was under reconsideration.

Frankly it is a continued example of how Centurylink damaged the Complainant so badly they forced him out the door in October of 2019 after they failed to resolve serious phone utility problems he had incurred for many months that even caused issues getting personal healthcare. Below is a review of the documented facts and some were even witnessed by Centurylink's own employees at the time.

The Complainant after having no problems for years with his phone utility, even Centurylink, started having serious problems in mid 2018. The Complainant did not react to those problems but gave Centurylink reasonable time to settle their problems. The Complainant did not start calling Centurylink until they had been given ample time to stop it on their own and he began calling them about it several weeks later prior to 2019. They did not provide tickets to verify he called before 2019. He spoke with friend Ralph Davis daily and he provided written witness to Centurylink and it started before the Complainant had quadruple heart bypass surgery in January 2019. The problems were proven when a Centurylink tech based in PA saw first handed what was happening and he had to call back after a call was disrupted from the same problem while talking to him. Why he and others did not file a ticket prior to 2019 is a mystery. My friend and Centurylink employees saw and heard the problem before 2019.

Centurylink took the position that my problem originated here at our home and so a Centurylink Service tech was dispatched to me and the very experienced tech looked inside and outside and told me he found NO problems and my problem had to be a Centurylink problem at their office. Having an IT background I could see Centurylink made a major tech change and this was causing my problem, nothing here. This was further shown when we received notice we had to dial a local number as if it were a long distance call. This greatly changed the rules and how PUCO phone utilities were defined and also outdated Centurylink's definition of and handled a bundled package and PUCO's and or the FCC's jurisdiction as overseer.

The Complainant was pushed well over the line when during a follow up call to his heart surgeon's office he experienced the same problem which was MONTHS after it began in mid 2018. This was the last straw. This is reflected with the trouble tickets with Centurylink in 2019.

Centurylink admitted guilt when they offered the Complainant a settlement offer of a couple of months free and a 20 dollar discount per month for life and it was rejected as Centurylink could raise their prices to more than offset that 20 dollar discount since it was for as long as they stated. So the Complainant countered with what he felt was a fair and just settlement amount given the length of time he incurred serious problems with Centurylink's phone service even to the extent those problems disrupted his healthcare and that of his family.

Centurylink claimed the problem was resolved and when it occurred again in Sept 2019 and he complained it was the thing that caused the Complainant to leave Centurylink for Spectrum and he has had NO phone problems since that time with the same bundled package.

Since Centurylink rejected the Complainant's counter settlement offer he was forced to file a complaint with the FCC who told him to file it with PUCO as the Complainant felt they would be able to evaluate the entire situation and know from handling other utility complaints what was a fair and just settlement amount with Centurylink as well as arbitrate the settlement.

The Complainant also discovered during this time that MANY Preble County Centurylink phone utility customers were having the same and many problems with Centurylink and that included local attorney offices and the UPS site staff then at Radio Shack stated they had numerous customers complain about Centurylink.

The Complainant even sent a letter to Centurylink's Corporate office and they showed they had NO business ethics by ignoring that letter. So is it any wonder why Stinson and Matthews have continued their tactics and errors? The Complainant was trying to be fair by filing a Complaint with a phone utility overseer agency. The Complainant felt they could fairly arbitrate and settle his complaint with Centurylink for they were chartered by the State of Ohio and Congress to do so daily.

If Centurylink fails to settle this complaint with the aide of the FCC and or PUCO and the complaint is handled by the local State Court there will be major additional costs and a class action lawsuit being filed will greatly increase the settlement amounts for Centurylink and include ALL parties to this complaint in Court. This Complainant has more than had it with Centurylink and this situation. So have others.

Regards,

s/ Marshall G Hiles Complainant

cc. Robert Matthews

Ohio Rep Rodney Creech

Protecting consumers' rights

- Toll-free call center where trained staff can work with consumers and the utility to help resolve any problems consumers have not been able to resolve on their own.
- For those disputes which can't be resolved informally, the PUCO has the exclusive authority to resolve formal complaints between utilities and residential or business customers and to order any appropriate relief.

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

Ohio Revised Code / Title 49 Public Utilities /

Chapter 4927 Telecommunications - Alternative Regulation

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

(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 to residential customers or regarding any telecommunications service that is provided to residential customers, that is not commercially available on September 13, 2010, and that employs technology that became available for commercial use only after September 13, 2010, the office of the consumers' counsel shall have authority to assist and represent residential customers in the implementation and enforcement of those rules.

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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

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.

This section does not apply to matters governed by Chapter 4913. of the Revised Code.

Available Versions of this Section

September 13, 2010 – Senate Bill 162, 128th General Assembly

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Section 4927.04 | Commission's authority under federal law.

Ohio Revised Code / Title 49 Public Utilities /

Chapter 4927 Telecommunications - Alternative Regulation

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

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;

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

(E) Administration of truth-in-billing;

(F) Administration of customer proprietary network information under 47 U.S.C. 222 and federal regulations adopted thereunder;

(G) Outage reporting consistent with federal requirements.

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

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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

Section 4927.21 | Complaints against telephone company.

Ohio Revised Code / Title 49 Public Utilities /

Chapter 4927 Telecommunications - Alternative Regulation

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

(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.

(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.

(C) If the commission after hearing in a proceeding under division (B) of this section makes a finding against the party complained of, the commission may do either or both of the following:

(1) Determine, but only to the extent authorized under sections 4927.01 to 4927.20 of the Revised Code, the rate, practice, or service thereafter to be adopted and observed, including any appropriate remedy for a complaint;

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(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 with this section.

(F) Upon request of the commission, the attorney general may commence and prosecute such action or proceeding in mandamus, by injunction, or by other appropriate civil remedy in the name of the state, as is directed by the commission, alleging any violation or noncompliance specified in division (A) of this section, and praying for such proper relief as the court may prescribe.

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Section 4927.20 | Compliance with commission's directives.

Ohio Revised Code / Title 49 Public Utilities /

Chapter 4927 Telecommunications - Alternative Regulation

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

To the extent subject to the public utilities commission's jurisdiction under this chapter, all of the following shall comply with every order, direction, and requirement of the commission made under authority of this chapter:

- (A) Every telephone company, including every wireless service provider;
 - (B) Every telecommunications carrier;
 - (C) Every provider of internet protocol-enabled services, including voice over internet protocol.
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Available Versions of this Section

September 13, 2010 – Senate Bill 162, 128th General Assembly

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