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**BEFORE THE ARIZONA CORPORATION COMMISSION**

COMMISSIONERS

Arizona Corporation Commission

**DOCKETED**

FEB 17 2012

GARY PIERCE - Chairman  
BOB STUMP  
SANDRA D. KENNEDY  
PAUL NEWMAN  
BRENDA BURNS

DOCKETED BY	nr
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RAYE ELLEN STILES

DOCKET NO. T-01051B-11-0351

Complainant,

VS.

DECISION NO. 72887

QWEST CORPORATION d/b/a  
CENTURYLINK-QC,

Respondent.

**ORDER**

February 14 and 15, 2012  
Open Meeting  
Phoenix, Arizona

**BY THE COMMISSION:**

\* \* \* \* \*

Having considered the entire record herein and being fully advised in the premises, the Arizona Corporation Commission ("Commission") finds, concludes, and orders that:

**FINDINGS OF FACT**

1. On September 16, 2011, Raye Ellen Stiles filed with the Commission a Complaint ("Complaint") against Qwest Corporation.

2. On October 11, 2011, Qwest Corporation d/b/a CenturyLink-QC ("Qwest") filed its Answer to Complaint, denying the allegations and any liability.

3. By Procedural Order dated October 20, 2011, a Procedural Conference was set for November 3, 2011, to discuss the process and timing of a hearing. The Procedural Conference convened as scheduled, but Ms. Stiles was unable to attend. At that time, Qwest expressed the desire to discuss possible settlement, and was encouraged to work with the Commission's Utilities Division Staff in an attempt to reach Ms. Stiles in order to discuss possible resolution of the matter.

4. On November 10, 2011, Ms. Stiles filed a Motion to Continue the Procedural

1 Conference, requesting that the matter be continued to a time when she would be able to participate.

2 5. On January 5, 2012, Qwest filed a Motion to Dismiss, seeking dismissal of the  
3 Complaint with prejudice because the parties have settled the issues underlying the Complaint.

4 6. A copy of the executed Settlement Agreement is attached hereto as Exhibit A.

5 7. Pursuant to the terms of the Settlement Agreement, Qwest agrees to forgo Ms. Stiles'  
6 disputed debt of \$154.79 related to her former Tucson address, and to pay Ms. Stiles \$325 upon  
7 execution of the Settlement Agreement. Ms. Stiles releases Qwest from liability for all claims made  
8 in the Complaint and agrees to dismissal of the Complaint with prejudice. Upon receipt of the signed  
9 Settlement Agreement, Qwest agreed to accept Ms. Stiles' order for residential telephone service at  
10 her current address.

11 8. The parties having consensually resolved their dispute in a fair and reasonable manner,  
12 the Complaint should be dismissed with prejudice.

13 **CONCLUSIONS OF LAW**

14 1. Qwest is a public service corporation under Article XV of the Arizona Constitution  
15 and under Arizona Revised Statutes, Title 40, generally.

16 2. The Commission has jurisdiction over Qwest and the subject matter of the Complaint.

17 3. Notice of the proceeding was provided in accordance with applicable law.

18 4. The consensually negotiated Settlement Agreement attached hereto as Exhibit A,  
19 resolves the issues raised in the Complaint in a fair and reasonable manner, and it is in the public  
20 interest to approve the Settlement Agreement and dismiss this Complaint with prejudice.

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**ORDER**

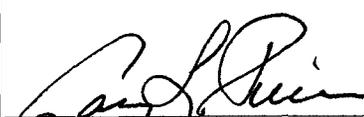
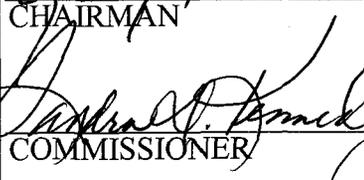
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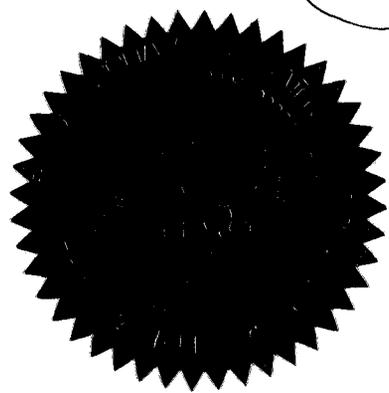
IT IS THEREFORE ORDERED that the Settlement Agreement entered into by Raye Stiles and Qwest Corporation d/b/a CenturyLink-QC attached hereto as Exhibit A, is approved.

IT IS FURTHER ORDERED that the Complaint filed by Raye Stiles against Qwest Corporation d/b/a CenturyLink-QC is dismissed with prejudice.

IT IS FURTHER ORDERED that this Decision shall become effective immediately.

BY ORDER OF THE ARIZONA CORPORATION COMMISSION.

	
CHAIRMAN	COMMISSIONER
	
COMMISSIONER	COMMISSIONER
	
	COMMISSIONER



IN WITNESS WHEREOF, I, ERNEST G. JOHNSON, Executive Director of the Arizona Corporation Commission, have hereunto set my hand and caused the official seal of the Commission to be affixed at the Capitol, in the City of Phoenix, this 17<sup>th</sup> day of FEBRUARY 2012.

  
ERNEST G. JOHNSON  
EXECUTIVE DIRECTOR

DISSENT \_\_\_\_\_

DISSENT \_\_\_\_\_

1 SERVICE LIST FOR:

QWEST CORPORATION d/b/a CENTURYLINK-QC

2 DOCKET NO.:

T-01051B-11-0351

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4 Raye Stiles  
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Tucson, AZ 85716

5

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9 Janice Alward, Chief Counsel  
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11 Phoenix, Arizona 85007

12 Steven M. Olea, Director  
Utilities Division  
13 ARIZONA CORPORATION COMMISSION  
1200 West Washington Street  
14 Phoenix, Arizona 85007

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**EXHIBIT A****SETTLEMENT AGREEMENT**

This Settlement Agreement (the "Agreement") is entered into by and between Raye Ellen Stiles ("Ms. Stiles") and Qwest Corporation d/b/a CenturyLink ("Qwest") (collectively, the "Parties").

**Recitals**

- A. On or about September 16, 2011, Ms. Stiles filed a Formal Complaint against Qwest (the "Complaint") with the Arizona Corporation Commission ("ACC"), which the ACC docketed as Docket No. T-01051B-11-0351 (the "Docket").
- B. Qwest denies the allegations asserted and denies any liability for any claims asserted in the Complaint.
- C. The parties have participated in settlement discussions. As a result of those discussions, the Parties enter into this Agreement to fully resolve the disputes and claims contained within the Complaints.

**Terms and Conditions**

1. Qwest agrees to forgo Ms. Stiles' disputed debt in the amount of \$154.79 (from Qwest account number 520-888-8007) for telecommunications services provided by Qwest at address 734 E. Roger Road, #201, Tucson, Arizona 85709.
2. In full settlement and compromise of Ms. Stiles disputed claims made in the Complaint, and without admitting liability, Qwest agrees to pay Ms. Stiles \$325, by corporate check to be mailed to her upon receipt of a signed copy of this Agreement.
3. By signing this Agreement and accepting the payment identified in paragraph 2 above, Ms. Stiles releases Qwest from liability for all claims made in the Complaint, and for all damages and causes of action that may arise out of allegations stated in the Complaint. Ms. Stiles acknowledges that by signing this Agreement she is forever waiving and releasing Qwest from those claims and causes of action.

4. Ms. Stiles agrees to the dismissal with prejudice of the Complaint. Upon execution of the Settlement Agreement, the Parties agree that Qwest will file a Motion to Dismiss With Prejudice, and that Ms. Stiles will not oppose said Motion.
5. Upon receipt of this signed Agreement, Qwest will accept Ms. Stiles' order for residential telephone service at her current address.

AGREED UPON BY THE PARTIES, as evidenced by the signatures entered below

RAYE ELLEN STILES

*Raye Ellen Stiles*

Date: *December 28, 2011*

QWEST CORPORATION

By *Reed Peterson*

Director - State Regulatory Affairs

Date: December 9, 2011