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Sent: Tuesday, March 8, 2022 1:30 PM

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Cc: Stephen Thomas <sthomas@hawleytroxell.com>; tre.hendricks@centurylink.com

Subject: Case #QWE-T-21-14 Keavy vs Qwest/CLink Reply to Respondents production of 2/28/22

First, regrets, I am unable to work the regular order format/style as my internet connection is wobbly; stalls, cuts out, data is eliminated and recovery requires long wait times. The printer facility and other instruments respond badly to the hiccups. CenturyLink has provided three (3) modems since September and been on site twice.

Respondent contends in its 'Background' assertions "...a long history of making unsupported claims regarding his service..." **Not true.** Utilization of the *57 function IS history of the CenturyLink (CLink) record of negligence.

More on Page 1 item 2: Respondent cites '!...court decision...unclear...allegations...!' The history questioned is/was not about events of today, or/ including even the last two months...during which 75+/- calls were reported by CLink to have been (past tense) 'traced' and not one of those contracts is reported or suspected to have enjoyed that or any resolution. From my memory CLink was asked specifically what a 'successful trace' consists of and I cannot determine IF that question and objective was ever proportionally addressed. Neither does 'initiate deterrent action' (part of the *57 direction) get identified as a satisfied objective.

The courtesy of a 'return call in 24-48 hours' as indicated was routinely not fulfilled or attempted by CLink. The former subject history was limited to specific details and events, at that time, and involved only from 4 to 6 targeted numbers...allegedly 'traced' as part of the *57 initiation. 'Contract' is an important and useful classification for what IS going on but is not the totality of overall negligence that the PUC is properly and dutifully looking into. I have asked the AG, SOS, Bar staff and others, joint and severable, about additional needy matters deserving a more thorough review. The events are inquiry related, not litigation intended and not offensive to diligence and propriety.

Page 2 item 3 talks about 'Call Trace' the allegation is made '!...for further action,' while the company admits getting that done is uncommon, unrecognizable, actually rare if happens at all. The word 'only' is used multiple times on page 3 to falsely claim 'The results of a trace will be furnished only to...law enforcement...!' **Not True.** CLink has provided *me* with such documented results in the past and '!...without a subpoena or court order...!' CLink has provided AT&T/DirectTV with detailed 'trace' results roughly 700* times...without subpoena or court order. CLink *has* those records of each trespass in part because I wrote/asked them previously to save and secure the information from loss. CLink has indiscriminately published ('without subpoena or court order') virtually all that *said*, privileged/restricted information to the TV people so the latter could do with it as they will (?) ...while stating vociferously that I was not eligible to have the same squandered data that was casually given to others. CLink added that my NO ACCESS to the data was not about the law but about their 'policy' directed at, to and against me. They have complained to me (boasted) about *my* squandering/wasting of their time and company resources.

These practices of discrimination and singled out persecution have been a constant source of pain on top of the harassing calls that were being suborned and subsidized by CLinks indifference to good faith and fair dealing.

By the way... the PUC application called for a dollar estimate of my claim and I conservatively calculated 400 independent *57 'traces (and other compliances) initiated, according to stated requirements of CLink, had been accommodated to that date. That number is closer to roughly 700 today and may equate to qualify for federal (and other) provisions of \$1000 per incident...having to do with acts of complicity and subornation.

CLink has called on the PUC to prevent me from partaking further in the CLink *57 'service' along with some other pleas. More on that, hopefully, at a later time...when/if we return to the offer Mr Thomas recently made, to the Commission, in writing, on behalf of Mr Hendricks, that our mutual focus would be on 'informal' work together purposed, in his words, to communicate with one another (for a change?) and to avoid 'litigation.'

Another, Page 2, stunning and even *more* egregious persuasion tool: "It does not appear...that Mr Keavy has ever contacted local law enforcement...' **Not True**. I contacted a specific Boise City operative multiple times, a Boise City Captain briefly and his Lieutenant at length. On occasion of the latter's last phone call to me we talked on for 90 +/- minutes before the Lieutenant asked me for detail about a particular harassing, extensively documented, dozens of times as a *57 offender; who ignored cease and desist orders by certified mail, and continued calling while CLink did nothing it had promised to do, multiple hundreds of times, having to do with their promise to 'initiate deterrent action.' For the record I recently petitioned that Lieutenant asking him to acknowledge our actual extensive history...so we can document wrong-headed accusations made by two (2) CLink attorneys focused misleading the Commission while tossing good faith and fair dealing credulity.

In 'Argument' (Page 3 item 4) Respondent uses a new term, to my experience, to our history/relationship...namely 'catalog' and 'service catalog' are something new to me. They compound a conclusion by falsely adding (Page 5 #8) 'And, CenturyLink advised Mr Keavy of those terms.' **Not True**. Third party observers may ask *when* will CLink *begin* to tell their average customers about the 'importance' of those terms (?) having significant (?) influence over their own lives and living? Respondent adds there is '...only (one) violation' in play, to be considered. They may be alone in that/their wishful thinking.

'The Call Trace *service*' as it is alleged to be (Page 5 item 9) for an average, careful and attentive person is not nearly as complicated and difficult to understand as the Respondent contends. What the Respondent denies and seeks to avoid is what happens when one dials *57 and then engages in actual listening to eventual 'deterrent action' speculation that is not remotely part of actual contract *delivery* that CenturyLink promises in spades.

Actual listening to hopeful adjudication/protection, clearly stated in the *57 delivery over and again... turns out to be roundly **Not True** in actual practice. It is also not ethically purposed in actual practice. Charging a fee, solely to complete a contract that is intended to be disrespected and operationally incomplete, as to its stated expectations, IS in play. The CenturyLink follow through, absent of its initial promises, is altered deliberately and was put on me (and thousands of others?) roughly seven hundred times...without *any* contrition or move to make corrections whatsoever. How can the negligence be missed and so substantially be celebrated?

I cannot over emphasize the importance of *this* appeal to all observers...to **LISTEN** to the 'solutions' dialog used when one responds to the *57 invitation. **LISTEN** again to what happens when one calls that 800# that is offered as part of the CenturyLink contract mechanism and their explicit instruction through the CenturyLink initiative/promise to 'initiate deterrent action.' Their own contractual language recordings, run over and over again, with enormous determination while defeating the daylights out of honesty and credulity.

We should get reacquainted, hopefully soon, with the term 'informal' that both Counselors asked the PUC to abide with... and not risk 'wasting time' of the PUC. Hopefully.

Respectfully, indeed,

Richard Keavy