

DECISION MEMORANDUM

TO: COMMISSIONER KJELLANDER
COMMISSIONER RAPER
COMMISSION ANDERSON
COMMISSION SECRETARY
LEGAL

FROM: CHRIS HECHT
DANIEL KLEIN
TAYLOR BROOKS

DATE: DECEMBER 16, 2021

QWE-T-21-14

SUBJECT: IN THE MATTER OF A FORMAL COMPLAINT BY RICHARD KEAVY

On December 2, 2021, the Commission received a request for a formal complaint against CenturyLink (QWE). Richard Keavy was unsatisfied with the outcome of the informal procedures to resolve his complaint and sent the attached email requesting the Commission to open a formal complaint against CenturyLink. Mr. Keavy contends that the Company has failed in its contractual obligation to him when he requests a Call Trace (*57) as offered by the Company to its customers.

THE COMPLAINT

Commission Rule 22 “encourages the use of informal proceedings to settle or determine cases.”

IDAPA 31.01.01.022. *See also* IDAPA 31.01.01.054.05 (“[t]he Commission encourages the use of informal proceeding (see Rules 21 through 26) to resolve or settle formal complaints.”) “The Commission shall determine how a formal complaint should be processed, e.g., issuance of a summons, open an investigation, informal procedure with Staff.” IDAPA 31.01.01.054.05.

The Complainant alleges the following in the Complaint:

1. Complainant has entered into a contract with CenturyLink based on its optional customer service offerings. CenturyLink offers customers, who subscribe to its phone service, the option to have a Call Trace completed on long distance phone calls made to them.

Immediately after hanging up on a call the customer can punch *57 to activate a call trace. When the customer follows the prompts the Company will attempt to trace the call.

2. Complainant states that according to the process, when the call trace is successful the Company charges the customer \$1.25. Successful call traces are turned over to the Company's Annoyance Call Bureau for further action by the Company.
3. Complainant alleges that if the Call Trace option is successful and the customer is levied \$1.25 charge on their phone bill, then a contract is established between the Company and the customer.
4. Complainant believes that the performance of contract should include the release of the information obtained by the Company to the customer. Over time the customer has made more than 400 call trace contracts with the Company, and that it had not followed through on its contractual obligations.
5. Complainant believes he is owed damages in excess of \$400,000.
6. Complainant has sought relief from other agencies and now looks to the Commission for assistance.

STAFF RECOMMENDATION

Richard Keavy was not satisfied with the outcome of the informal complaint. Under Section 62-602 of The Telecommunications Act of 1988, the Commission has the authority to resolve subscriber complaints. Staff recommends that the Commission review the customer's complaint and determine appropriate action.

COMMISSION DECISION

Does the Commission wish to accept Richard Keavy's formal complaint?



Daniel Klein

Call Trace

Telephone harassment is a crime. If you receive a harassing, obscene or threatening phone call and want to take action, Call Trace will help you get assistance. It traces the phone number of the caller and turns that number over to the CenturyLink Call Identification Center. If requested, deterrent action may be taken by CenturyLink or your local law enforcement agency.

How to use Call Trace

- Hang up on the caller.
- Lift the receiver, listen for the dial tone, and press ***57** or **1①⑤⑦** from a rotary phone.
- Follow the recorded instructions. The recording also quotes the charge if the trace is successful.
- The number will be forwarded and recorded at the CenturyLink Call Identification Center. Under normal circumstances, three successful traces are required before any deterrent action is taken by CenturyLink or your local law enforcement agency.
- Under no circumstances will you be given the name or number of the caller.

Call 911 immediately if the situation becomes life-threatening.

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CT_C_8/11

1 800-244-1111 for customer assistance
centurylink.com/welcome



From: Cheap Advice <cheapadvice@msn.com>
Sent: Thursday, December 2, 2021 4:18 PM
To: Daniel Klein <Daniel.Klein@puc.idaho.gov>
Cc: Jan Noriyuki <jan.noriyuki@puc.idaho.gov>; Jan Noriyuki <jan.noriyuki@puc.idaho.gov>
Subject: Idaho PUC. Formal Complaint - (Assistance and Guidance Requested)

against USWest/Century Link and others. Fifth (5th) Request ... same subject. 12/1/2021 Revised Part 1
- #2 to follow

Having spoken with PUC Manager Mr Daniel Klein and having received an email from him I wish for my previous, fully detailed contacts with/to the PUC, about Century Link intra and interstate activities involving gross negligence and abuse, to be gathered, internally by the PUC and formally put before its senior management Committee (and/or others appropriate) for review and the taking of affirmative action to stop the continual aggravating abuse that Century Link et al does intentionally encourage, suborn and facilitate...while the PUC has, year after year, essentially looked the other way. I will not detail the long list of CLink offences the PUC may be thought to regulate but rather expect that kind of assessment will be better undertaken by PUC leadership and the long-standing history that is and hasw been part of PUC office staff for years. After having been advised of the required non-confidential nature of PUC information processing, and after having posited my general objection to wholesale sharing of *all* details and *all* aspects of Century Link breaches; I consent to the PUC and State insistence of no confidentiality in order for them to examine their substantial existing case history, rule on my complaints and make its recommendations as to status and corrective actions. I thank the parties for their attention.

My concerns about general, safe privacy cautions may be obvious and useful to the Commission+ by adding this acknowledgement of how the respondents have comported, to wit: ...without my permission, and for a long time without my knowledge they did/do provide names, numbers, dates, time of day and other information about callers to my private, unlisted, unpublished, DoNotCall land line, of 38 years with USWest, to Direct TV (and others?) so they could do, whatever they *may* do, with that data before others, unknown and perhaps unworthy. The presumed objective of Century Link, by those associations, was ultimately to share private infomation, increase exposure of my privacy (for their financial gain by their solely, proprietary, illegal?, inappropriate, manipulated and mismanaged contracts)...details the PUC may/should conclude/resolve along with other abuses and negligence's. My interest, going forward, is to work with the Commission to identify and arrest abuses put on my family, potentially thousands of my Idaho neighbors and others.

CLink provides a contracted 'service' (in force for the past 7+/- years...put in force by entering an instrumental *57 advisory, action and alert to CLink) whereby the last harassing+/- call/number IS promptly 'identified' by Clink (the calling number is said by CLink to have immediately been 'traced', and during Clinks connected, commission and creation of both individual and a series of contracts, organized and simultaneously put in force by/through the company, forced 'agreed to' and paid for (as required for their continuing offer and in support of the contract that was made) by their customers (including me) whereby the offending phone number (the calling party) is said to have been identified ('traced') by Clink. Having been 'traced' is an important word/concept that assists to make the contract operative.

The completed CLink contract introduction goes on to require (as part of each individual contract transaction that is required and forced) that after three (3) 'traces' in total (the original 'trace'/contract plus two (2) more required contract initiations of the same phone number that is calling) that the offended land line owner must then call a specific CLink phone number (800-562-6055) for the express and said purpose of having Clink then "initiate deterrent action" ...another critical feature of the contract process. That activity description, like 'traced,' is not intended to be vague or difficult to understand. It is a careless, reckless, ill-intended pre-broken promise, a pretense inside each of three engineered contract configurations to take action against the identified/'traced' harassing caller. Going forward, no other expectation or activity by CenturyLink, for them to change the subject, can be or should be tolerated. **That position must be the stand, among others, of the PUC investigation that should have been conducted years ago.**

Contract language also includes/provides, when the CLink 800# is called, they promise that their/an agent '**will return the call,**' to their customer/contracted partner, within 24 to 48 hours. Four (4) times in the past 5+/- weeks I have placed the required 800# call, left detail about having met the 3 call requirement for **escalation**, including my expectation of a call back from appropriate CLink staff, that **did not once** result in the call back promised by CLink. * **CLink has made roughly 400+ separate contracts with me (perhaps thousands of their other customers) and has broken an overwhelming majority of their promises to 'initiate deterrent action.'** They have made a mockery of contract expectations in Idaho (including mischief laden interstate traffic) while bringing ridicule to *57 participants including all familiar regulators and Federal DoNotCall expectations.

Here is another example of CLink hubris,* pride and foul behavior: A collection company called **Radius Global Solutions (RGS)** in Illinois phoned my private, unlisted number multiple dozens of times over a period of 5+/- months for the express, sole and singular purpose of ringing and hanging up...without leaving a message ...without any reasonable, required effort to identify themselves or actually conduct business. Their sole purpose and function was to have the phone ring enough to engage the answer machine so they could then hang up. Their result and 'best' function was/is to wake children and annoy dogs. That type of trespass is provable and RGS admitted to it in principle. They actually offered to compensate...which makes CenturyLink indifference and refusal to make any, early, contracts required attempts to 'initiate deterrent action' (or other promises in multiple contracts) even more egregious.

CLink suborned and covered for RGS which should be all about abuse that PUC can regulate and enforce! The RGS full name appeared/identified periodically ('courtesy' of Direct TV!) and was also routinely, modified to trick/disguise, be obscured or missing. The multiple, different, visible phone numbers RGS used appeared to have been a purposed disguise of identity that both they and CLink sought and arranged to protect each other...against my specific requests for RGS to identify. IF CLink was doing the job they contracted and promised for, to 'trace' and then 'initiate deterrent action' my protection would have been better affected. Instead CLink did nothing...including and after I alerted them repeatedly (via *57 and other means) of what was going on. All this intentional, measured, CLink suborned abuse and cover up was conducted under protection and administration of the *57 banner. CLink made it clear, time and again, to me and countless others (?) they did not give a hoot about my rest, privacy or my family, about their steady broken contracts, the lies that are the contracts or about insecurity of *all* Idahoans. There is NO known or intended exaggeration or embellishment about this, my accounting. CLink is outrageous, unrepentive and lacks any contrition.

In the end the private data about my private phone utilization and practice, which CLink published (sold to?) for **DirectTVs** indiscriminate (?) utilization, DID allow some indirect, deliberately arm's length information to locate and communicate with RGS but only after RGS and CLink had ignored (for three more months) all my efforts to stop the traffic including my certified letter for RGS to cease, desist and answer four pertinent informational questions. CLink continued to encourage and allow easy access for the renegade bill collector access my private line, in my home. Eventually 'RGS' admitted to 'mistaken identity,' apologized for 'errors' yet while refusing to tell me WHO put them up to the uninitiated and sustained harassment of me. I ask the PUC to find right ways/means to confront the same RGS that CLink supported, enabled and protected...for their collective, joint, express purpose of abusing this long-standing customer and other (?) Idahoans. **It would be unreasonable to expect I was the only target of such a well-organized, disguised, celebrated and denied contempt.**

To be sure the task ('initiate deterrent action') was too much of a lie for Clink to take seriously, address or complete in spite of their outrageous, deceptive 'traced' dishonesty and hundreds of bogus, phony and FORCED upon me contract provisions. The very CenturyLink that the State of Idaho, PUC, and Attorney General have tacitly, unwittingly (?) protected and encouraged for years may be serving injury on thousands of Idahoans and other, out of state, still and this week. **Enough is enough.**

As for compensation (or means to that end you asked about) I want (some of the discovery I asked of them which they dismissed without comment) including a list of all details and actions that CLink performed and pretended from all the *57 calls I judiciously put to them at their direction (particularly and especially all those identities they claimed to *have* 'traced'...including multiple dozens more 'traced' allegations they have made over the past few weeks. [Please find more specific detail on that provided after and separately to this account...to the PUC...Mr Klein will be familiar] Since it is/was 'OK' for **CLink** to give my 'private' activity/information, without permission, to DirectTV (and others?) they can/should give all the 'contract' generated detail they collected from/by/through

me, via their *57 tool (most of which was inappropriately (?) shared with DirectTV?) ...without delay...to/through the PUC to me...IF you will call for that ! They flatly refused my multiple requests for that data they *have* collected...NOT because of the law they proudly condition...but because doing the right thing for me is "against their policy" ...their words, CLink and their MARY last week...IN the account mentioned above, Mr Klein will have. I will be looking eventually for roughly \$400k of damages and other compensation for their years of organized, celebrated abuse, lying, 400+ deliberately, systematically broken contracts that PUC and others (BPD, Boise City, Ada county prosecutors, AG...all ?) dismissed, denied, ignored and/or encouraged. Some of the trespasses enjoined and upheld include: FRAUD (Intentional Misrepresentation) NEGLIGENT Misrepresentation, VIOLATION of RACKETEER Influenced and Corrupt Organizations Act, BREACH of Written Contract, BREACH of Covenant of Good Faith and Fair Dealing, DECLARATORY Relief... and more. No legal action is planned. None is preferred.

Please, stay on point...DO the good business of the PUC oversight for benefit of citizens and the state...no matter what you learn or hear...not matter how much money CLink may contribute to their favored various political interests. I ask for a full report of your findings, as definitively as PUC required public sharing of these trespasses...which should have been attended years ago. Before today the PUC was given very much information and evidence of very much misconduct. I wrote twice, weeks ago, and carried to your staffer in the PUC front lobby data asking for attention of the 'General Manager.' That too was ignored until I wrote a second time, left two call back requests...which **Mr Klein graciously responded** to. From my viewpoint getting the PUC's attention has been a crime of its own. The AG and others confidently and dismissively look the other way. I have wanted and tried to work *within* your difficult to decipher rules of order. I did not get the courtesy of a reply, from PUC, about each of my attempts, to get a hand, for many years.

Please locate and collect *all* the written and recorded history I provided to your staff in the past...through the years and including to Chris Hecht...all of which the system seemingly turned its back on...and get familiar IF the detail would be useful to your assignments and duty. Please let me know if any questions, if anything is not clear or if you want more detail on certain matters.

Thank you for your patience and hopefully... good attention.

Sincerely
Richard Keavy

PS - Century Link has cut off my phone service and separately my internet service multiple times in past, recent months...as recently as this week and ...along with several other service interfere/stop threats. I dont think the activity is in *any* form centrally material about me refusing to pay the bill. It is not my style to not pay as their records over 4 decades would indicate. Btw - you (regulators) may check with all my utility providers and find that I have not had any kind of problem with others that is in anyway similar to what CenturyLink has done and IS doing. Maybe something is going on that I cannot discern. It may be about careless accounting and/or *organized* poor communication? I do recall getting bills from CLink with regularity, in the mail, that were due in several days leaving no realistic usps mail time to work with. I have paid many dozens of 'late fees' during the managed confusion that has been played. While retaliation against me should not part of their game plan I would not, any longer, put that past them.

Also, as for centrifuge...I am and was stunned at the treatment by staff at the 800# I was required to call...as part of the 'contracts.' They are the people in charge of pretending to actually make the call back in 24-48 hours...that they violated knowing they could. They are of a mind that they 'know it all' ..have done and heard everything...while they dismiss, out of hand, anything and everything that might interfere with what they 'know' and *want* to be. They and 'Mary' pretty much rely on the same kind of companyscript...loaded with mystery and folly. She, Mary, I am confident learned a good deal she did not know, was called to endure something she was roundly not prepared for...about *her* company... She and the 800# guys are all too confident and deficient.