

IN THE SUPREME COURT OF THE STATE OF IDAHO

**IN THE MATTER OF RICHARD KEAVY'S
FORMAL COMPLAINT AGAINST QWEST
CORPORATION D/B/A CENTURYLINK**

)
)
) **Supreme Court**
) **Docket No. 49844-2022**
)
)

RICHARD KEAVY,

)
) Idaho Public Utilities Commission
) No. QWE-T-21-14
)

Appellant.

v.

) **AGENCY RECORD ON APPEAL**
)

**IDAHO PUBLIC UTILITIES COMMISSION
and QWEST CORPORATION d/b/a
CENTURY LINK COMMUNICATIONS, LLC,**

Respondents.

APPEAL FROM THE IDAHO PUBLIC UTILITIES COMMISSION

Appeal from Idaho Public Utilities Commission
Commissioner Eric Anderson, Presiding

Attorney for Respondent Idaho PUC

Appellant, pro se

LAWRENCE WASDEN
Idaho Attorney General

Richard Keavy
11282 W. Glen Ellyn Dr.
Boise, ID 83713

Chris Burdin, ISB #9810
Idaho Public Utilities Commission
11331 W. Chinden Blvd.
Building 8, Suite 201-A
Boise, ID 83704

*Attorneys for Respondent Qwest Corporation
d/b/a CenturyLink Communications, LLC*

Stephen R. Thomas
Hawley Troxell Ennis & Hawley LLP
877 W. Main St., Ste. 1000
Boise, ID 83702

William "Tre" Hendricks
Lumen Technologies
902 Wasco Street, Floor 1
Hood River, OR 87031

DOCKET NO. 49844

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BROKEN
FAXED 2083343762 10/18/21
HAND CARRIED
10/20/21
4:18 PM
183

Personal and Confidential
Public Utilities Commission - General Manager

Part two (2) on the matter of the *57 'Call Trace' ruse... refusing to 'Initiate Deterrent Action'

The attached recent billing record from USWest/Century Link (CLink) shows I had 'traced' (via their *57 dishonesty) fifty seven (57) calls to my DoNotCall, unpublished, unlisted land line I have had with USWest for thirty-eight (38) years. CLink and others should be ashamed?

The CLink product includes use of the above words/promises that are part of hundreds of contracts CLink constructs when their customer hangs up on unwanted calls and dials *57. What follows are a series of CLink promises, instructions and directions that lead to contradictions, denials and flat out refusals of CLink to follow through and complete the contract objectives... including to 'Initiate' and to affect 'Deterrent Action.' More promises detailed at the time of each contract assures that after alerting CLink that three 'traces' (of the same number have been accounted to CLink (at 800-582-0655) they would return my call within 24 to 48 hours...with advice having to do with promised and expected 'deterrent action.' Not one of the five (5) call back assurances CLink said they would make to me, during the past several weeks, was returned or completed by CLink through today. This CLink abuse, form, format, neglect, indifference and dishonesty has been ongoing, consistent and unchanging, for more than five years. CLink has initiated, made and then broken hundreds of in force individual contracts with me (and countless others?) and defaulted on all of them?... given that CLink refuses to report, clarify or follow, in any form, as to what they accomplished, ignored, dismissed or just tossed.

Public Utilities Commission's (PUC) Chris Hecht (always polite and seemingly caring) was familiar with this history for years and responded to some of my calls for clarity; including my expectation of either action against CLink conduct or a statement of support for it and why. The last time the matter was laid out again for PUC action/enforcement Chris made it clear again that a superior colleague of his (a PUC lawyer?) made the decision to let the matter drop and do nothing, again, with no written opinion or detail as to why the negligent/harassing conduct must continue while being tacitly encouraged by CLink, the PUC and others.

The Boise Police Department (I spoke with a Captain and his Lieutenant...the latter, a cordial listener - for 90 minutes) recently concluded in writing it was not their (Boise City) preferred kind of policing and had refused (to my knowledge) to consider securing a subpoena for CLink records (on/as to reckless behavior) which I had outlined to/sought from Rick Niehlsen (Boise/BPD) three times over recent years. The Lt evidently concluded their prosecutors** need not be informed and added I would be heard from again! :) CLink, in the course of each of their contract producing episodes, posits that sometimes the police are needed to assure and uphold good order. BPD/Boise City by not referring the load of CLink negligence's to their respective prosecutors** ...even though perhaps hundreds or thousands of intra/interstate citizens are indeed subject to similar assaults...may be suborning and encouraging the circular, play dumb, callous ridicule that IS CLink.

Multiple hundreds of individual *57 actions by me resulted in dozens of recommended (contract required) follow through phone calls to and from CLink. The rules require that after a number has been 'traced' at least three (3) times, the injured party must (according to contract rules) call CLink at 800-562-0655. The last five call back requests to that number (over 3 weeks) have not been returned in the 24-48 hours promised/contracted by CLink. Please engage/advise.

Richard Keavy 11282 Glen Ellyn Boise, ID 83713

Details of Your Internet and Home Phone Charges

Usage Charges

Pay CenturyLink		Per	Rate
		22	0
		21	5
		22	2
		621	0
		745	0
		1661	0
		3651	0
Sep 23	12:38P		
Total Calls			
Total Min Sec			

Pay Per Use

Proportion of your bill reflects usage sorted by Quest Corporation LBA CenturyLink 22

Call Trace (#57)

208-322-1

57 Activations at \$1.25 each ✓

11.25 ✓

No	Date	Time	No	Date	Time	No	Date	Time
1	Sep 10	6:07P	2	Sep 12	4:28P	3	Sep 13	9:46A
4	Sep 13	9:47A	6	Sep 13	9:49A	6	Sep 13	12:01P
7	Sep 13	12:23P	8	Sep 14	9:16A	9	Sep 14	2:11P
10	Sep 14	6:14P	11	Sep 14	9:11P	12	Sep 15	8:34A
13	Sep 15	2:38P	14	Sep 17	10:44A	15	Sep 17	12:56P
16	Sep 17	3:31P	17	Sep 15	9:48A	18	Sep 18	9:51A
19	Sep 18	11:43A	20	Sep 15	1:11P	21	Sep 18	2:34P
22	Sep 20	9:57A	23	Sep 20	10:39A	24	Sep 20	2:50P
25	Sep 20	2:57P	28	Sep 21	10:38A	27	Sep 21	10:39A
28	Sep 21	10:39A	29	Sep 21	10:40A	30	Sep 22	9:58A
31	Sep 22	9:57A	32	Sep 22	12:25P	33	Sep 22	2:46P
34	Sep 23	7:49A	35	Sep 24	10:47A	35	Sep 24	10:39P
37	Sep 24	4:16P	38	Sep 27	9:04A	39	Sep 27	10:40A
40	Sep 27	12:16P	41	Sep 27	2:43P	42	Sep 28	8:02A
43	Sep 29	9:54A	44	Sep 29	10:07A	45	Sep 29	11:32A
46	Sep 29	11:51A	47	Sep 29	5:27P	45	Sep 30	9:55A
48	Sep 30	9:57A	50	Sep 30	9:58A	51	Oct 01	2:58P
52	Oct 04	9:44A	53	Oct 04	3:31P	54	Oct 04	3:32P
55	Oct 04	3:35P	55	Oct 05	12:10P	57	Oct 07	11:04A

HAS BEEN "TRALED"
LEADING TO
"INITIATE
DETERENT ACTION

Usage Charges Total

3 line
 at \$0.25 per line
 at 29.13
 -very Fee at \$1.00 per access line

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 immeditely 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.

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 **3) 5) 2)** or **1) 1) 5) 7)** 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 6/11

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



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:

- i. 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

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 immeditely 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 Century Link 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.

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 *5727 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



RECEIVED

Mr Daniel Klein Hand Carry 12/22/21
Public Utilities Commission

DEC 22 PM 3:38
Page 1 of 5
PUBLIC
UTILITIES COMMISSION

Re: Formal Complaint by Richard Keavy involving USWest/CenturyLink.

Attached are several things that might be useful for those PUC people that carry on with the examination of the Century Link complaint.

1 - A copy of my Certified Mail letter addressed to Century Link Executive Offices in Omaha about a verbal and then written communication, a month ago, between their 'Mary' and me. I asked for a follow up. three weeks ago, and have not heard anything.

2 - Attached are four (4) pages of partial Century Link phone bills for the months of September, November and December. The pages show admissions from Century Link, after they said during each of their *57 recorded directives to the contracting party, that they had 'traced' not less than 113 calls (20, 56, 37) in total. A billing for the month of October is not available but there were more 'traces' during that month as well.

PUC examination will find that they admit (as did Mary) that they do not 'trace' calls even though they claim to do so and charged a fee for each trace...as the billing notices show.

While many years of these trespasses and deceptions are of record they continue to be silent about the breaches, uncooperative and averse to making amends.

Please encourage those who look into this case to call on me if I can help to correct a misunderstanding or prevent time wasted by overlooked, misstated positions.

Thank you again,

Richard Keavy

PS: the pages are marked up to so expunge my in jeopardy/formerly 'protected' 'private' phone number and the numbers of other parties not known to be related to this case.

Personal and Confidential Certified Mail 70201810000129605277
President and/or Executive Secretary
Century Link Executive Offices
POBox 2618
Omaha, NE 68103

The following message was texted to the number given to me [REDACTED] by Century Link's 'Mary' - in Omaha, NE. She called me on 11/23 to say "Doug" (of CLink in Boise) had asked her to contact me. She was unsure* why and was not current* on history or documentation.

" Hello Mary. You phoned on Tuesday eleven days ago. We spoke for 93 minutes. You were not moderately prepared or aware of Century Links careless, not attended abuse to my household going back many years...let alone what Century Link has DONE TO us throughout the last 90 days! Are you, 'Doug' or someone going to get back to me about reparations/remedies anytime soon? Please. Richard Keavy 12/4/21 [REDACTED] "

True to form, for Century Link/USWest, no reply* from 'Mary' through 12/13/21. It is routine for Century Link staff, when'il they do make contact, to recite data already known, data not relevant to their reprehensible conduct and data that does nothing to correct or address their well oiled, perennial, misconduct.*

Please do not continue to ignore this ongoing negligence.

Richard Keavy
[REDACTED]

PS - I'm not including my USWest land line number provided to me thirty-eight (38) years ago. I paid a fee, every month, year after year, for multiple decades, to keep that line private and not published. It has been in the federal Do Not Call system since its start up. Some years ago USWest/ Century Link published that/my number in the local directory, to serve whatever trendy profit making use of that time. I got calls from furniture sale companies, lawn companies and donut shops...welcoming me to the neighborhood! No apology from Century Link. No contrition* whatsoever. The only thing they did say was some clerk probably made a 'mistake' and then they promptly, daiffully changed the subject. The continual related abuse I get now, the double talk/dumb playing Century Link serves and accommodates, is about hubris* and of practiced dubious purposes. Also, if I display that phone number here, Century Link will likely claim all inappropriate distribution of it is/was my fault. There is only one of me, by name, in all of Idaho. 'Competent' Century Link staff will have no trouble finding the subject number.

PPS - Please reverse/remove the email addition see attached. There is no such reliable service.

12/7/21

Details of Your Internet and Home Phone Charges

Usage Charges

Long Distance Usage

Charges are based on actual usage and may vary by service. Some restrictions may apply. Charges for international calling are not displayed.

Pay Per Use
Unlimited Plan Min Sec

11
160.00

Pay Per Use

The portion of your bill reflects calls served by Qwest Corporation DBA CenturyLink Q3.

Call Trace

CALL TRACE

37 Activations at \$1.25 each									
No.	Date	Time	No.	Date	Time	No.	Date	Time	
1	Nov 23	8:37A	2	Nov 17	1:15P				
3	Nov 15	8:26P	8	Nov 15	8:15P				
4	Nov 15	8:31P	9	Nov 17	7:16A	5	Nov 17	10:20A	
5	Nov 15	8:31P	17	Nov 15	9:27A	12	Nov 15	1:05A	
6	Nov 15	8:31P	18	Nov 15	1:00P	13	Nov 15	1:00P	
7	Nov 15	8:31P	19	Nov 15	10:17A	14	Nov 15	1:00P	
8	Nov 15	10:20P	20	Nov 15	4:51P	21	Nov 15	5:08P	
22	Nov 22	7:06A	23	Nov 22	7:07A	24	Nov 22	7:55A	
25	Nov 22	10:38P	26	Nov 22	1:00P	27	Nov 22	1:00P	
28	Nov 22	11:51A	29	Nov 22	1:00P	30	Nov 22	1:00P	
31	Dec 02	9:50A	32	Dec 02	11:33A	33	Dec 02	1:00P	
34	Dec 07	3:10P	35	Dec 07	3:10P	36	Dec 07	3:11P	
37	Dec 05	10:50A							

37 TRACES

Usage Charges Total

Taxes, Fees & Surcharges

Local Phone Service

- Federal Excise at 35¢ 0.75
- Phone #11 at \$1.00 per activation fee 1.00
- Idaho Universal Service Fund at \$0.25 per line .25
- Federal Universal Ser. Fund at \$0.154 1.63
- Idaho Universal Service Fund at \$0.25 per line .25

Long Distance Service

- Federal Universal Serv Fund at \$0.136 2.15

Taxes, Fees & Surcharges Total

59.25

Total Internet and Home Phone Charges

219.25

AutoPay

Set it and forget it.



Two easy ways to select AutoPay:

Details of Your Internet and Home Phone Charges

Lease Charges

Long Distance Lease

...
 ...
 ...

Pay Per Use

The price of pay per use rates varies by your equipment. See a CenturyLink rep.

Day Rates

Day	Rate	Start	End	Rate	Start	End	Total
1	0.00	10/01	10/01	0.00	10/01	10/01	0.00
2	0.00	10/02	10/02	0.00	10/02	10/02	0.00
3	0.00	10/03	10/03	0.00	10/03	10/03	0.00
4	0.00	10/04	10/04	0.00	10/04	10/04	0.00
5	0.00	10/05	10/05	0.00	10/05	10/05	0.00
6	0.00	10/06	10/06	0.00	10/06	10/06	0.00
7	0.00	10/07	10/07	0.00	10/07	10/07	0.00
8	0.00	10/08	10/08	0.00	10/08	10/08	0.00
9	0.00	10/09	10/09	0.00	10/09	10/09	0.00
10	0.00	10/10	10/10	0.00	10/10	10/10	0.00
11	0.00	10/11	10/11	0.00	10/11	10/11	0.00
12	0.00	10/12	10/12	0.00	10/12	10/12	0.00
13	0.00	10/13	10/13	0.00	10/13	10/13	0.00
14	0.00	10/14	10/14	0.00	10/14	10/14	0.00
15	0.00	10/15	10/15	0.00	10/15	10/15	0.00
16	0.00	10/16	10/16	0.00	10/16	10/16	0.00
17	0.00	10/17	10/17	0.00	10/17	10/17	0.00
18	0.00	10/18	10/18	0.00	10/18	10/18	0.00
19	0.00	10/19	10/19	0.00	10/19	10/19	0.00
20	0.00	10/20	10/20	0.00	10/20	10/20	0.00
21	0.00	10/21	10/21	0.00	10/21	10/21	0.00
22	0.00	10/22	10/22	0.00	10/22	10/22	0.00
23	0.00	10/23	10/23	0.00	10/23	10/23	0.00
24	0.00	10/24	10/24	0.00	10/24	10/24	0.00
25	0.00	10/25	10/25	0.00	10/25	10/25	0.00
26	0.00	10/26	10/26	0.00	10/26	10/26	0.00
27	0.00	10/27	10/27	0.00	10/27	10/27	0.00
28	0.00	10/28	10/28	0.00	10/28	10/28	0.00
29	0.00	10/29	10/29	0.00	10/29	10/29	0.00
30	0.00	10/30	10/30	0.00	10/30	10/30	0.00
31	0.00	10/31	10/31	0.00	10/31	10/31	0.00

Usage Charges

Local Phone Service

Local Phone Service

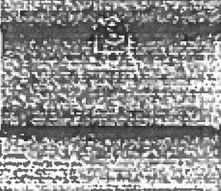
...
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Long Distance Service

...
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AutoPay
 Set it and forget it.



For more information, select AutoPay

...
 ...

...
 ...
 ...

11/9/21
Page 4 of 6

Details of Your Internet and Home Phone Charges

Internet and Phone Service - Oct 19, 2021 Order



Recovery Fee Previously Billed at - 2.26

AutoPay

Set it and forget it.

Internet and Phone Service - Oct 26, 2021 Order Number C25779089

Add Services



Recovery Fee Previously Billed at 00.00 from Oct 26 to Nov 7

Charge for Internet and Home Phone Recovery Fee of 00.00 from Oct 26 to Nov 7

Total Additions & Changes Total

Usage Charges

Long Distance Usage

This portion of your bill represents charges billed by CenturyLink Communications LLC.

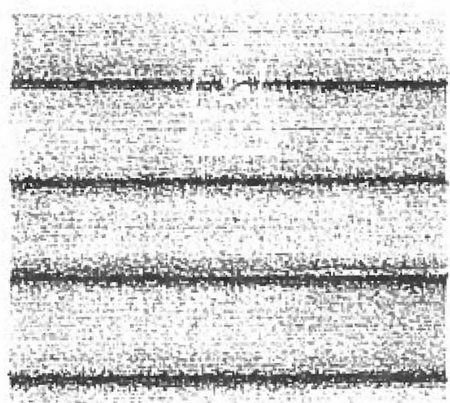
Day	Time	Rate	Charges
1	Oct 03	5:21P	
2	Oct 07	1:35P	
3	Oct 21	11:14A	
4	Oct 24	2:15P	
Total Calls			4
Total Minutes			1:12

Pay Per Use

Call Logs

56 Activations at \$1.25 each

Day	Time	Rate	Charges
1	Oct 03	7:52A	2
2	Oct 03	8:37A	3
3	Oct 03	8:51A	3
4	Oct 03	9:54A	8
5	Oct 03	10:17A	7
6	Oct 03	10:21A	7
7	Oct 03	10:24A	8
8	Oct 03	10:27A	7
9	Oct 03	10:30A	7
10	Oct 03	10:33A	7
11	Oct 03	10:36A	7
12	Oct 03	10:39A	7
13	Oct 03	10:42A	7
14	Oct 03	10:45A	7
15	Oct 03	10:48A	7
16	Oct 03	10:51A	7
17	Oct 03	10:54A	7
18	Oct 03	10:57A	7
19	Oct 03	11:00A	7
20	Oct 03	11:03A	7
21	Oct 03	11:06A	7
22	Oct 03	11:09A	7
23	Oct 03	11:12A	7
24	Oct 03	11:15A	7
25	Oct 03	11:18A	7
26	Oct 03	11:21A	7
27	Oct 03	11:24A	7
28	Oct 03	11:27A	7
29	Oct 03	11:30A	7
30	Oct 03	11:33A	7
31	Oct 03	11:36A	7
32	Oct 03	11:39A	7
33	Oct 03	11:42A	7
34	Oct 03	11:45A	7
35	Oct 03	11:48A	7
36	Oct 03	11:51A	7
37	Oct 03	11:54A	7
38	Oct 03	11:57A	7
39	Oct 03	12:00P	7
40	Oct 03	12:03P	7
41	Oct 03	12:06P	7
42	Oct 03	12:09P	7
43	Oct 03	12:12P	7
44	Oct 03	12:15P	7
45	Oct 03	12:18P	7
46	Oct 03	12:21P	7
47	Oct 03	12:24P	7
48	Oct 03	12:27P	7
49	Oct 03	12:30P	7
50	Oct 03	12:33P	7
51	Oct 03	12:36P	7
52	Oct 03	12:39P	7
53	Oct 03	12:42P	7
54	Oct 03	12:45P	7
55	Oct 03	12:48P	7
56	Oct 03	12:51P	7



Two easy ways to select AutoPay:

CONTINUES 56 "Traces"

11/7/21
PAGE 5 of 6

Details of Your Internet and Home Phone Charges

No.	Date	Time	No.	Date	Time	No.	Date	Time
48	Nov 03	11:14 AM	49	Nov 03	10:50 AM	50	Nov 03	11:20 AM
52	Nov 04	3:12P	53	Nov 05	4:15P	54	Nov 05	11:00A
55	Nov 08	11:35A	56	Nov 08	1:02P			

Usage Charges Total \$79.57

Late Payment Charges

Late Payment Charge \$0.00
 Internet Late Payment Charge 17.00

Late Payment Charges Total \$17.00

Taxes, Fees & Surcharges

Local Phone Service
 Federal Excise at 3% 3.71
 Local P11 at \$1.00 per access line 1.00
 Monthly Universal Service Fund at \$0.35 per line .35
 Federal Universal Service Fund at 29.1% 1.89
 Facility Related or Cost Recovery Fee at \$1.00 per access line 1.00

Long Distance Service
 Federal Universal Service Fund at 29.1% 1.89
 Foreign Universal Service Fund 2.94
 Facility Tax Recovery .17

Taxes, Fees & Surcharges Total \$13.83

Total Internet and Home Phone Charges \$207.53

DECISION MEMORANDUM

**TO: COMMISSIONER ANDERSON
COMMISSIONER RAPER
COMMISSIONER CHATBURN
COMMISSION SECRETARY
COMMISSION STAFF
LEGAL**

FROM: TAYLOR BROOKS

DATE: JANUARY 5, 2022

**RE: IN THE MATTER OF THE FORMAL COMPLAINT AGAINST
CENTURYLINK BY RICHARD KEAVY; CASE NO. QWE-T-21-14**

On December 2, 2021, the Commission received a request for a formal complaint against CenturyLink (QWE) (“the Company”). Richard Keavy was unsatisfied with the outcome of the informal procedures to resolve his complaint and sent an 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.

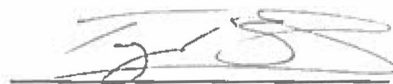
On December 22, 2021, the Commission received additional documents in support of Mr. Keavy’s Complaint. Mr. Keavy wishes these documents to be entered into the record. The additional documents provide support to Mr. Keavy’s Formal Complaint and provide more testimony regarding his communications with the Company.

RECOMMENDATION

Legal recommends the Commission enter the additional documents into the record. Under the IPUC Rule of Procedure, “the Commission may allow any pleading to be amended or corrected or any omission to be supplied. Pleadings will be liberally construed, and defects that do not affect substantial rights of the parties will be disregarded.” IPUC R. Proc. 066.

COMMISSION DECISION

Does the Commission wish to accept the additional documents from Mr. Keavy into the record?



Taylor R. Brooks
Deputy Attorney General



Idaho Public Utilities Commission

P.O. Box 83720, Boise, ID 83720-0074

Brad Little, Governor

Eric Anderson, Commissioner

Kris Raper, Commissioner

January 12, 2022

Via Certified Mail

Qwest Corporation d/b/a CenturyLink Communications, LLC
ATTN: William Hendricks
Lumen Technologies
902 Wasco St, Floor 1
Hood River, OR 87031
tre.hendricks@centurylink.com

Re: Case No. QWE-T-21-14

Dear Mr. Hendricks,

Enclosed, please find a Summons and Formal Complaint (which includes the Formal Complaint and Additional Information filed by Richard Keavy ("the Complainant")) issued against CenturyLink in the above-mentioned case number. As directed in the Summons, you are to file a written answer or motion in defense of said Complaint with this Commission within 21 days of the service date of the Summons.

The Company should respond to Mr. Keavy's Formal Complaint and all claims made therein. Additionally, please provide any necessary information and documentation to the Commission. Further, the Company should specifically address the three points of inquiry as set forth in the Summons.

Sincerely,

Jan Noriyuki
Commission Secretary

Enclosure(s)

1:\Legal\TELECOM\QWE-T-21-14 Keavy\QWET2114_Summons_tb.doc

YOU ARE FURTHER NOTIFIED that unless you do so within the time herein specified, the Idaho Public Utilities Commission may take such action against you as is prayed for in the Complaint or as it deems appropriate under Title 61 of the *Idaho Code*.

YOU ARE FURTHER NOTIFIED that the Complainant and the Commission Staff shall have 14 days from the filing of Respondent's Answer to file any reply comments.

YOU ARE FURTHER NOTIFIED that all persons and parties shall comply with the Commission Rules of Procedure, IDAPA 31.01.01.000 et seq, and specifically Rules 41 through 43, IDAPA 31.01.01.041-.043.

WITNESS my hand and the seal of the Idaho Public Utilities Commission this 13th day of January 2022.



Jan Noriyuki
Commission Secretary

(SEAL)

I:\Legal\TELECOM\QWE-T-21-14 Kcavy\QWET2114_Summons_tb.doc

Personal and Confidential
Public Utilities Commission - General Manager

FAXED
2083343762

10/18/21

Page 1 of 2

BROKEN
HAND CARRIED
10/20/21
4:48 PM
1 of 3

Part two (2) on the matter of the *57 'Call Trace' ruse... refusing to 'Initiate Deterrent Action'

The attached recent billing record from USWest/Century Link (CLink) shows I had 'traced' (via their *57 dishonesty) fifty seven (57) calls to my DoNotCall, unpublished, unlisted land line I have had with USWest for thirty-eight (38) years. CLink and others should be ashamed?

The CLink product includes use of the above words/promises that are part of hundreds of contracts CLink constructs when their customer hangs up on unwanted calls and dials *57. What follows are a series of CLink promises, instructions and directions that lead to contradictions, denials and flat out refusals of CLink to follow through and complete the contract objectives... including to 'Initiate' and to affect 'Deterrent Action.' More promises detailed at the time of each contract assures that after alerting CLink that three 'traces' (of the same number have been accounted to CLink (at 800-582-0655) they would return my call within 24 to 48 hours...with advice having to do with promised and expected 'deterrent action.' Not one of the five (5) call back assurances CLink said they would make to me, during the past several weeks, was returned or completed by CLink through today. This CLink abuse, form, format, neglect, indifference and dishonesty has been ongoing, consistent and unchanging, for more than five years. CLink has initiated, made and then broken hundreds of in force individual contracts with me (and countless others?) and defaulted on all of them?... given that CLink refuses to report, clarify or follow, in any form, as to what they accomplished, ignored, dismissed or just tossed.

Public Utilities Commission's (PUC) Chris Hecht (always polite and seemingly caring) was familiar with this history for years and responded to some of my calls for clarity, including my expectation of either action against CLink conduct or a statement of support for it and why. The last time the matter was laid out again for PUC action/enforcement Chris made it clear again that a superior colleague of his (a PUC lawyer?) made the decision to let the matter drop and do nothing, again, with no written opinion or detail as to why the negligent/harassing conduct must continue while being tacitly encouraged by CLink, the PUC and others.

The Boise Police Department (I spoke with a Captain and his Lieutenant...the latter, a cordial listener - for 90 minutes) recently concluded in writing it was not their (Boise City) preferred kind of policing and had refused (to my knowledge) to consider securing a subpoena for CLink records (on/as to reckless behavior) which I had outlined to/sought from Rick Niehlsen (Boise/BPD) three times over recent years. The Lt evidently concluded their prosecutors** need not be informed and added I would be heard from again! :) CLink, in the course of each of their contract producing episodes, posits that sometimes the police are needed to assure and uphold good order. BPD/Boise City by not referring the load of CLink negligence's to their respective prosecutors**...even though perhaps hundreds or thousands of intra/interstate citizens are indeed subject to similar assaults...may be suborning and encouraging the circular, play dumb, callous ridicule that IS CLink.

Multiple hundreds of individual *57 actions by me resulted in dozens of recommended (contract required) follow through phone calls to and from CLink. The rules require that after a number has been 'traced' at least three (3) times, the injured party must (according to contract rules) call CLink at 800-562-0655. The last five call back requests to that number (over 3 weeks) have not been returned in the 24-48 hours promised/contracted by CLink. Please engage/advise.

Richard Keavy 11282 Glen Ellyn Boise, ID 83713

Details of Your Internet and Home Phone Charges

Cont.

Usage Charges

	Per	Unit
	22	C
	721	E
	744	I
	661	C
	.745	M
	1681	C
Sep 23 12:38P	3661	C
Total Calls		
Total Min Sec		

Pay Per Use

This portion of your bill reflects calls served by Qwest Corporation CBA CenturyLink Q3

Call Trace (#57)

206-322-1 57 Activations at \$1.25 each ✓

No.	Date	Time	No.	Date	Time	No.	Date	Time
1	Sep 10	6:07P	2	Sep 12	4:28P	3	Sep 13	8:46A
4	Sep 13	9:47A	5	Sep 13	9:49A	6	Sep 13	12:01P
7	Sep 13	12:23P	8	Sep 14	9:15A	9	Sep 14	2:11P
10	Sep 14	8:14P	11	Sep 14	9:11P	12	Sep 15	8:34A
13	Sep 16	2:38P	14	Sep 17	10:44A	15	Sep 17	12:56P
16	Sep 17	3:31P	17	Sep 18	9:48A	18	Sep 18	9:51A
19	Sep 18	11:43A	20	Sep 18	1:11P	21	Sep 18	2:34P
22	Sep 20	9:57A	23	Sep 20	10:39A	24	Sep 20	2:50P
25	Sep 20	2:57P	26	Sep 21	10:38A	27	Sep 21	10:39A
28	Sep 21	10:39A	29	Sep 21	10:40A	30	Sep 22	8:58A
31	Sep 22	9:57A	32	Sep 22	12:25P	33	Sep 22	2:46P
34	Sep 23	7:49A	35	Sep 24	10:47A	36	Sep 24	12:39P
37	Sep 24	4:18P	38	Sep 27	9:04A	39	Sep 27	10:40A
40	Sep 27	12:16P	41	Sep 27	2:43P	42	Sep 28	8:02A
43	Sep 29	9:54A	44	Sep 29	10:07A	45	Sep 29	11:32A
46	Sep 29	11:51A	47	Sep 29	5:27P	48	Sep 30	9:55A
49	Sep 30	9:57A	50	Sep 30	9:58A	51	Oct 01	2:58P
52	Oct 04	9:44A	53	Oct 04	3:31P	54	Oct 04	3:32P
55	Oct 04	3:36P	56	Oct 05	12:10P	57	Oct 07	11:04A

\$ 71.25 ✓

HAS BEEN TRACED
LEADING TO
INITIATE
DETERRENT ACTION

Usage Charges Total

3 line
at \$0.25 per line
at 29.1%
-very Fee at \$1.00 per access line

SMRT-RECORD

RECEIVED
F08 3373762

INOP

NO. 01

OTHER FACSIMILE ✓

PUC

START TIME
Oct. 20 10:18:47

USAGE LINE MODE TV
00:41

Oct. 20 2021 10:19AM

PAGES RESULT
02 NO RESPONSE

7:50 AM

RESULT : NO RESPONSE
1. POSSIBILITY OF PERSON
2. RECEIVING FAX BUSY
3. POWER FAILURE OR OTHERS.

RECEIVED

Mr Daniel Klein Hand Carry 12/22/21
Public Utilities Commission

DEC 22 PM 3:38
Page 7 of 5

PUBLIC
UTILITIES
COMMISSION

Re: Formal Complaint by Richard Keavy involving USWest/CenturyLink.

Attached are several things that might be useful for those PUC people that carry on with the examination of the Century Link complaint.

1 - A copy of my Certified Mail letter addressed to Century Link Executive Offices in Omaha about a verbal and then written communication, a month ago, between their 'Mary' and me. I asked for a follow up, three weeks ago, and have not heard anything.

2 - Attached are four (4) pages of partial Century Link phone bills for the months of September, November and December. The pages show admissions from Century Link, after they said during each of their *57 recorded directives to the contracting party, that they had 'traced' not less than 113 calls (20, 56, 37) in total. A billing for the month of October is not available but there were more 'traces' during that month as well.

PUC examination will find that they admit (as did Mary) that they do not 'trace' calls even though they claim to do so and charged a fee for each trace.. as the billing notices show.

While many years of these trespasses and deceptions are of record they continue to be silent about the breaches, uncooperative and averse to making amends.

Please encourage those who look into this case to call on me if I can help to correct a misunderstanding or prevent time wasted by overlooked, misstated positions.

Thank you again,

Richard Keavy

PS: the pages are marked up to so expunge my in jeopardy/formerly 'protected' 'private' phone number and the numbers of other parties not known to be related to this case.

Personal and Confidential Certified Mail 70201810000129605277
President and/or Executive Secretary
Century Link Executive Offices
POBox 2618
Omaha, NE 68103

The following message was texted to the number given to me (531-213-4768) by Century Link's 'Mary' - in Omaha, NE. She called me on 11/23 to say "Doug" (of CLink in Boise) had asked her to contact me. She was unsure* why and was not current* on history or documentation.

" Hello Mary. You phoned on Tuesday eleven days ago. We spoke for 93 minutes. You were not moderately prepared or aware of Century Links careless, not attended abuse to my household going back many years...let alone what CenturyLink has DONE TO us throughout the last 90 days! Are you, 'Doug' or someone going to get back to me about reparations/remedies anytime soon? Please. Richard Keavy 12/4/21 (208) 322-1383 "

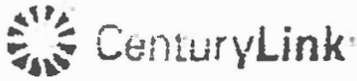
True to form, for Century Link/USWest, no reply* from 'Mary' through 12/13/21. It is routine for Century Link staff, when/if they do make contact, to recite data already known, data not relevant to their reprehensible conduct and data that does nothing to correct or address their well oiled, perennial, misconduct.*

Please do not continue to ignore this ongoing negligence.

Richard Keavy
11282 Glen Ellyn
Boise, ID 83713

PS - I'm not including my USWest land line number provided to me thirty-eight (38) years ago. I paid a fee, every month, year after year, for multiple decades, to keep that line private and not published. It has been in the federal Do Not Call system since its start up. Some years ago USWest/ Century Link published that/my number in the local directory to serve whatever trendy profit making ruse of that time. I got calls from furniture sale companies, lawn companies and donut shops...welcoming me to the neighborhood! No apology from Century Link. No contrition* whatsoever. The only thing they did say was some clerk probably made a 'mistake' and then they promptly, dutifully changed the subject. The continual related abuse I get now, the double talk/dumb playing Century Link serves and accommodates, is about hubris* and of practiced dubious purposes. Also, if I display that phone number here, Century Link will likely claim all inappropriate distribution of it is/was my fault. There is only one of me, by name, in all of Idaho. 'Competent' Century Link staff will have no trouble finding the subject number.

PPS - Please reverse/remove the email addition see attached. There is no such reliable service.



12/02/21 40130
RICHARD KEAVY
11282 W GLEN ELLYN DR
BOISE ID 83713-6023



Important information about your CenturyLink account

Notice: Changes have been made to your CenturyLink customer profile.

Our records show you are a customer of CenturyLink. If you are not, please contact us at 1-888-450-8147 or visit www.centurylink.com.

Contact E-mail Address*

* The e-mail address you provided for us to reach you

For CenturyLink account ending in 4577
Effective date: 12/02/21

At CenturyLink, we value the security of our customers' information and are sending this notice as a confirmation. As long as this change was made intentionally, no action is necessary. However, if you feel this change has been made in error, please contact us at 1-888-450-8147 (Registered or 1-800-874-8033 Small Business).

CenturyLink is not responsible for the security of your account.

CenturyLink is not responsible for the security of any messages and certain information sent to or from your CenturyLink account, which are the property of their respective owners.

USE US'S MAIL

you, CenturyLink's contact the appropriate party



Details of Your Internet and Home Phone Charges

Usage Charges
Usage Based Billing

Usage charges are based on the amount of service used. Usage charges are not applicable if you are on a flat rate plan.

Pay Per Use

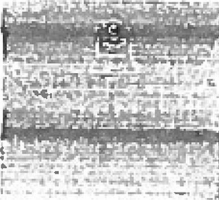
The portion of your bill which is based on usage is calculated as follows:

Month	Usage	Rate	Amount
Jan 12	1,234	\$0.10	\$123.40
Feb 12	1,345	\$0.10	\$134.50
Mar 12	1,456	\$0.10	\$145.60
Apr 12	1,567	\$0.10	\$156.70
May 12	1,678	\$0.10	\$167.80
Jun 12	1,789	\$0.10	\$178.90
Jul 12	1,890	\$0.10	\$189.00
Aug 12	1,901	\$0.10	\$190.10
Sep 12	2,012	\$0.10	\$201.20
Oct 12	2,123	\$0.10	\$212.30
Nov 12	2,234	\$0.10	\$223.40
Dec 12	2,345	\$0.10	\$234.50
Total	20,000	\$0.10	\$2,000.00

Usage Charges

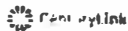
Local Phone Service	\$1.00
Long Distance Service	\$1.00
Pay Per Use	\$2.15
Total	\$4.15

AutoPay
Set it and forget it.



It's easy to select AutoPay.

Visit my.centurylink.com



For more information, visit my.centurylink.com or call 1-800-333-3333. Service provided by CenturyLink Communications, LLC. © 2012 CenturyLink Communications, LLC. All rights reserved.

11/7/21
PAGE 5 of 6

Details of Your Internet and Home Phone Charges

(602)

No	Date	Time	No.	Date	Time	No.	Date	Time
48	Nov 03	3:11P	47	Nov 03	10:51P	46	Nov 03	10:59P
49	Nov 03	10:44P	50	Nov 03	1:13P	49	Nov 03	1:13P
52	Nov 04	3:12P	53	Nov 05	2:10P	54	Nov 05	11:06A
55	Nov 05	11:38A	56	Nov 08	1:02P			

Usage Charges Total \$79.57

Late Payment Charges Total
 Internet Late Payment Charge 17.00
 Late Payment Charges Total \$90.00

Taxes, Fees & Surcharges

Local Phone Service

- Federal Excise Tax 0.71
- Local 911 at \$1.00 per address line 1.00
- Local 911 at \$0.25 per line .75
- Federal Universal Serv Fund at 29.1% 1.89
- Facility Relocation Cost Recovery Fee at 100% 1.00

Local Telephone Service

- Federal Universal Serv Fund at 29.1% 1.89
- Federal Universal Service Fund 2.94
- Property Tax Recovery .17

Taxes, Fees & Surcharges Total \$13.83

Total Internet and Home Phone Charges \$90.00

~~XXXXXXXXXX~~

9/7/21

Details of Your Internet and Home Phone Charges

AutoPay

Service Fee 10.00
 Monthly Rental Fee 3.00

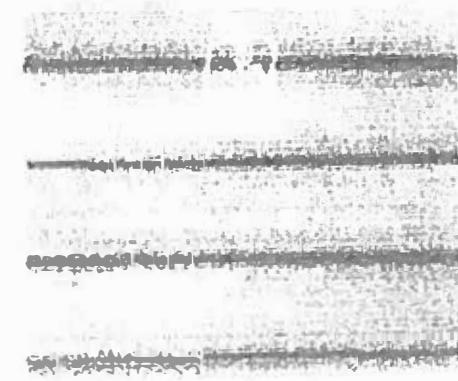
Selected Monthly Charges

~~XXXXXXXXXX~~ 3.00
~~XXXXXXXXXX~~ 3.00
~~XXXXXXXXXX~~ 3.00
~~XXXXXXXXXX~~ 3.00

Related Monthly Charges Total 31.00

Long Distance Usage

By	Area	Method	Minutes	Rate	Amount
1	Area 1	Method 1	10	1.00	10.00
2	Area 2	Method 2	10	1.00	10.00
3	Area 3	Method 3	10	1.00	10.00
4	Area 4	Method 4	10	1.00	10.00
5	Area 5	Method 5	10	1.00	10.00
6	Area 6	Method 6	10	1.00	10.00
7	Area 7	Method 7	10	1.00	10.00
8	Area 8	Method 8	10	1.00	10.00
9	Area 9	Method 9	10	1.00	10.00
10	Area 10	Method 10	10	1.00	10.00
11	Area 11	Method 11	10	1.00	10.00
12	Area 12	Method 12	10	1.00	10.00



Two easy ways to select AutoPay:

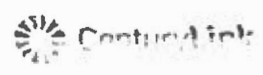
CALL TRACE

Call Trace (*57)

By	Area	Method	Minutes	Rate	Amount
1	Area 1	Method 1	10	1.00	10.00
2	Area 2	Method 2	10	1.00	10.00
3	Area 3	Method 3	10	1.00	10.00
4	Area 4	Method 4	10	1.00	10.00
5	Area 5	Method 5	10	1.00	10.00
6	Area 6	Method 6	10	1.00	10.00
7	Area 7	Method 7	10	1.00	10.00
8	Area 8	Method 8	10	1.00	10.00
9	Area 9	Method 9	10	1.00	10.00
10	Area 10	Method 10	10	1.00	10.00
11	Area 11	Method 11	10	1.00	10.00
12	Area 12	Method 12	10	1.00	10.00

Usage Charges Total 336.00

20 "TRACES"



CenturyLink
 Service provided by CenturyLink Communications, LLC
 © 2021 CenturyLink Communications, LLC. All rights reserved.

Public Utilities Commission
Ms Jan Noriyuki - Commission Secretary
11331 W. Chinden Bldg 8 Suite 201-A
Meridian, ID

RECEIVED

Hand Carry
Page 1 of 3

1/15/22

JAN 18 AM 8:54

PUBLIC
COMMISSION

Re: Formal Complaint by Richard Keavy against CenturyLink.
Certified Mail 'Cease and Desist' demand (?) made by Century Link (My interpretation)

CenturyLink has directed me to stop using their *57 tool because my attention to my contractual responsibilities is now reportedly "...tying up CenturyLink resources."

If I quit doing my part of the *57 instruction and do not complete any second and third 'trace' activity...CenturyLinks offer to 'initiate deterrent action' will not begin or complete. In truth there is no 'trace' going on, there is no 'deterrent action' going on and their promise to return my calls in 24 to 48 hours are knowingly not happening either. They scorn the contracts they require.

In Doug Morgans attached letter (and my response to it) he claims CenturyLink has "...repeatedly offered optional services that better address your needs." Those only alleged 'services' offered have nothing at all to do with contract intent/purposes that CenturyLink orchestrated and demanded that we enter into and process together.

This morning I got a call from (708-578-4034) at 7:28 and again at 7:30am. No message...just rings and a hang up when the answer machine engages. I think, at that hour, harassing+ calls are illegal by Federal standards...yet suborned and encouraged (?) by CenturyLink. Each call was said (by CenturyLink) to have been 'traced' (past tense) because I had promptly utilized the *57 response as I was ordered to do after each call. The third (3rd) illegal call, from the same number, took place at 9:29am and it was said by Century Link to have been 'traced' as well. According to contract instruction and CenturyLink edict I phoned CenturyLink at 800-582-0655, upon their third 'trace,' of the same callers number and left word that 'deterrent action' must be begun and that I will look for the promised call back in 24 - 48 hours. It is not only contractually required of me, to adhere to our mutually agreed to terms and the long stated rules; it is the right thing to do...so to enable CenturyLink to better address the burdens on other members of my community...according to stated CenturyLink assurances, demands and hopeful competency.

Please get this addition of information and Century Links denial of duty and responsibility to those who may benefit from it. I am not copying this to the Deputy AG, who recently weighed in, because I do not know if doing so would be appropriate.

Please continue to know that if I can be part of clarity and a good overall understanding of details and history I will try to make myself available at your leisure and convenience. Thanks again.

Sincerely,

Richard Keavy

Attachments: (2)

January 3, 2022

Richard Keavy
11282 W Glen Ellyn Dr.
Boise ID 83713

Dear Richard Keavy,

CenturyLink strives to maintain good relationships with its customers. During the past several years you have contacted CenturyLink regarding unwanted calls that you have received. Over the years we continue to clarify the purpose of Call Trace is to assist with abusive or threatening callers. CenturyLink has continued to clarify, based on the calls you are receiving, that call trace will not block or identify the calls you want to prevent. We have repeatedly offered optional services that better address your needs.

We have made various attempts over several years to address your concerns, however the repeated calls regarding this matter are tying up CenturyLink resources. As a result, all non-out of service communication regarding your account and/or services including Call Trace must be done in writing:

CenturyLink Customer Advocacy
931 14th St
10th Fl
Denver Co, 80202

Regards,

Douglas Morgan
CenturyLink Customer Advocacy



CenturyLink®

Customer Advocacy
931 14th Street, Ste 1000A
Denver, CO 80202

CERTIFIED MAIL®



7016 1970 0001 0207 1516

DENVER CO 802
DENVER CO 802
JAN 2022 PM 2 L
JAN 2022 PM 7 L

Richard Keavy
11282 W Glen Ellyn Dr.
Boise ID 83713

83713-602382



Douglas Morgan, Century Link 'Advocacy'
931 14th #1000A
Denver, CO 80202

1/13/22 Page 1 of 2

Dear Mr Morgan,

Received your 'important' letter, by Certified Mail, dated 1/3/22 (that took your company four (4) working days to postmark) that included this unnecessary and out of order boast?...

"CenturyLink strives (oddly) to maintain good relationships with (some of) its customers." I cannot ascertain, without your help, IF the messages in your letter were purposed to be taken seriously OR if they were more about jovial, humorous and genuine good will. You can help.*

But, first...this: *I think* the Idaho Public Utilities Commission attempted to learn about our differences by a direction they refer to as 'informal.' *I think* CenturyLink (CLink) *may* have made it clear they did not want to play equitably or candidly. Someone reportedly named 'Doug' (at CLink in Denver) got 'Mary' (at CLink in Omaha) to phone me. Mary claimed to be a Supervisor at CLink for a lot of years of service and an original party to early meetings on how and what *57 was going to do for the company *and* its customers. Mary and I talked for more than an hour. It became clear to me (and Mary?) she was not up to speed with historic/working facts in history; she said CLink does not routinely/regularly (as CLink claims to do every day) 'trace' calls and she added other revelations most CLink people would never admit to...including how 'initiate deterrent action' is only a *said* expectation...followed by purposed defaults, denials and contempt. Mary gave the impression she would get back to me...with answers and corrections. She did not do so. I wrote to her (by Certified Mail, Personal and Confidential many weeks ago) and asked her to respond to questions put to her. To date, true to form for CLink, silence and deception owns the day. **Do you and Mary know each other and are you working a grandiose prevarication together?** Answer that, please.

Now, as for the CLink proclivity to force/make contracts for the express purpose of promptly breaking them...your latest *partnership* 'solution,' it appears, is to continue to break all the pending (not delivered on or intended to deliver) string of contracts (by ignoring pending *57 protocols) while preventing all future contracts from viability by disallowing me (only me?) from utilizing/following the *57 vehicle and its related 'deterrent action' deceptions? Evidently following through with current contract rules of order (including those that promise me a call back in 24 to 48 hours which does not happen) will continue to be the CLink *plan* to defeat both the old and new rule *57 contracts and pretences.

As for 'Call Trace' compatibility and 'repeated calls' offenses you say I brought to CLink...I am again at a loss.* I have done precisely what CLink ordered me to do, paid the cost/ price demanded of me, endured the headaches, mocking, ridicule and broken promises CLink made at me. And now... having received notice that *my* 'several years' of *misbehavior* against *57+ protocols CLink is demanding another level of contempt that I cannot abide with *while* doing what we agreed to do 'together'. What you ask, how you consult, what you do and fail to do is beyond my understanding. You can help to get this shameless mess corrected...by being honest.

You can do better than you have done. Richard Keavy

REGISTERED MAIL



7010 3160 0003 2294 0953

Personal and Confidential
Douglas MacLean, Attorney
151 14th Street
Boston, MA 02112



US POSTAGE
\$4.53
FCH LITTE
R3/09 0000
Date of sale
01/07/22
06
K95
9512577282623
09 11488126

From: Taylor Brooks
Sent: Thursday, February 10, 2022 2:13 PM
To: Hendricks, Tre E
Cc: Daniel Klein; Dayn Hardie
Subject: RE: QWE-T-21-14
Attachments: Certified Mail Receipt.pdf

Mr. Hendricks,

Thank you for your response. Attached, you will find the certified mail receipt showing that the Summons was officially served on January 24, 2022. As you know, this is legal standard by which process of service is reviewed. The PUC will forward a copy of the summons to Stephen Thomas at Hawley Troxell, but the Company will need to file a request for an extension to respond that the Commission will review. Our next Decision meeting by which that process could occur is February 22, 2022.

From: Hendricks, Tre E <Tre.Hendricks@lumen.com>
Sent: Thursday, February 10, 2022 12:05 PM
To: Taylor Brooks <taylor.brooks@puc.idaho.gov>
Cc: Daniel Klein <Daniel.Klein@puc.idaho.gov>; Dayn Hardie <Dayn.Hardie@puc.idaho.gov>
Subject: RE: QWE-T-21-14

I am in-house counsel for Qwest, but due to COVID have not been in-office. In addition, we have staffing issues in support of office operations and I have not received this notice. Our attorney of record in Idaho is Stephen Thomas, at Hawley Troxell in Boise.

We would certainly be able to respond and would like the opportunity to do so. Please advise how we should proceed. Thank you!

From: Taylor Brooks <taylor.brooks@puc.idaho.gov>
Sent: Thursday, February 10, 2022 10:52 AM
To: Hendricks, Tre E <Tre.Hendricks@lumen.com>
Cc: Daniel Klein <Daniel.Klein@puc.idaho.gov>; Dayn Hardie <Dayn.Hardie@puc.idaho.gov>
Subject: QWE-T-21-14

Dear Mr. Hendricks,

On January 13, 2022, the Idaho Public Utilities Commission mailed—via certified mail—a summons regarding the above-mentioned case which is herein attached. That Summons directed Qwest Corporation d/b/a CenturyLink Communications, LLC to respond to a Formal Complaint within 21-days. The 21-day mark occurred on February 3, 2022. To date, no Response has been received. It is our understanding that you currently represent the Company as its attorney. If this is not correct, please notify me immediately.

Please e-mail me as soon as possible to discuss this matter.

Respectfully,

Taylor R. Brooks | Office of the Attorney General, State of Idaho
Deputy Attorney General

Idaho Public Utilities Commission
11331 W. Chinden Blvd.
Boise, Idaho 83714
Direct: (208) 334-0320

Notice: this e-mail may be confidential, privileged, and exempt from public disclosure. The sender intends that it be used only by the individual or entity named above. If you are not the intended recipient of this e-mail, you may not use, disclose, copy, or distribute the e-mail or its contents. If you believe you have received this e-mail in error, please immediately notify the sender and delete the copy you received.

This communication is the property of Lumen Technologies and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

From: Taylor Brooks
Sent: Thursday, February 10, 2022 2:34 PM
To: sthomas@hawleytroxell.com
Cc: Dayn Hardie; Daniel Klein; Terri Carlock
Subject: Case No. QWE-T-21-14
Attachments: 20220112Summons to Qwest Corporation.pdf; Certified Mail Receipt.pdf

Good afternoon Mr. Thomas,

On January 13, 2022, the Idaho Public Utilities Commission served—via certified mail—a summons and formal complaint regarding the above-mentioned case which is herein attached. That Summons directed Qwest Corporation d/b/a CenturyLink Communications, LLC to respond within 21-days. The 21-day mark occurred on February 3, 2022, but the PUC did not receive any response from the Company.

The PUC's understanding was that Mr. Hendricks represented the Company. On February 10, 2022, Mr. Hendricks communicated via e-mail that he represents Qwest as its in-house counsel—but that you were the attorney of record in Idaho for CenturyLink. Could you please confirm that? If so, we will update our records to ensure that future communications with the Company are directed to you.

Regardless, the Company does need to respond to the Complaint. The next step forward is to file a request for an extension to respond to Mr. Keavy with the Commission which it will review. Our next decision meeting is on February 22, 2022 and all items need to be submitted by the Friday prior by 12 p.m. Thus, your request would need to be submitted by February 18, 2022. If you are able to compile a response in that short time, you are welcome to submit that as well.

If you have any questions or would like to discuss this matter further, please feel free to call me at my direct line or send an e-mail. Thank you very much.

Respectfully,

Taylor R. Brooks | Office of the Attorney General, State of Idaho
Deputy Attorney General
Idaho Public Utilities Commission
11331 W. Chinden Blvd.
Boise, Idaho 83714
Direct: (208) 334-0320

Notice: this e-mail may be confidential, privileged, and exempt from public disclosure. The sender intends that it be used only by the individual or entity named above. If you are not the intended recipient of this e-mail, you may not use, disclose, copy, or distribute the e-mail or its contents. If you believe you have received this e-mail in error, please immediately notify the sender and delete the copy you received.

From: Taylor Brooks
Sent: Thursday, February 10, 2022 11:52 AM
To: tre.hendricks@centurylink.com
Cc: Daniel Klein; Dayn Hardie
Subject: QWE-T-21-14
Attachments: 20220112Summons to Qwest Corporation.pdf

Dear Mr. Hendricks,

On January 13, 2022, the Idaho Public Utilities Commission mailed—via certified mail—a summons regarding the above-mentioned case which is herein attached. That Summons directed Qwest Corporation d/b/a CenturyLink Communications, LLC to respond to a Formal Complaint within 21-days. The 21-day mark occurred on February 3, 2022. To date, no Response has been received. It is our understanding that you currently represent the Company as its attorney. If this is not correct, please notify me immediately.

Please e-mail me as soon as possible to discuss this matter.

Respectfully,

Taylor R. Brooks | Office of the Attorney General, State of Idaho
Deputy Attorney General
Idaho Public Utilities Commission
11331 W. Chinden Blvd.
Boise, Idaho 83714
Direct: (208) 334-0320

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Stephen R. Thomas, ISB No. 2326
Hawley Troxell Ennis & Hawley LLP
877 Main Street, Suite 1000
P.O. Box 1617
Boise, ID 83701-1617

Telephone: 208.344.6000
Facsimile: 208.954.5950

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

RICHARD KEAVY,

COMPLAINANT,

v.

QWEST CORPORATION DBA
CENTURY LINK
COMMUNICATIONS LLC,

RESPONDENT.

QWE – T – 21 – 14

REQUEST FOR EXTENSION OF TIME

COMES NOW Respondent Qwest Corporation dba CenturyLink Communications, LLC, (“CenturyLink”) and, hereby designates Party Representatives under Rule 41 and also requests an extension of time in which to respond to the Formal Complaint filed by Mr. Keavy on or about January 13, 2022.

I. FACTS

Complainant Richard Keavy of Boise, Idaho filed a Formal Complaint in or about early January 2022, alleging problems involve “trace calls,” and allegedly unsuccessful efforts to resolve the problem through Respondent’s Customer Service Representatives.

The Formal Complaint was served via U.S. Mail (Certified) to an office in Hood River, Oregon, on or about January 13, 2022, which was received and “signed for” by one Alisa Mooney on January 21, 2022. The Hood River addressee of the envelope containing the Formal Complaint was one Tre Hendricks, Associate General Counsel of Lumen Technologies, an affiliate of Respondent.

Due to COVID protocols within the Respondents’ family of companies, including Lumen Technologies, Mr. Hendricks worked from home throughout January, 2022, and never received the envelope for which Ms. Mooney signed on January 21. Late last week was his first actual notice of the Formal Complaint with Idaho Deputy Attorney Generals forwarded a copy of said pleading via email.

Mr. Hendricks was unaware of any underlying dispute between CenturyLink and Complainant. However, Mr. Hendricks and CenturyLink take this matter seriously and intend to investigate the Formal Complaint and respond to it. The additional time will also provide CenturyLink representatives a better opportunity to understand Complainant’s issues and hopefully address them without having to resort to litigation. The facts alleged in the complaint are confusing and it does not appear to seek any relief for which it appears the Commission can grant relief. CenturyLink therefore requests a 14 extension to respond, i.e, to and through February 28, 2022. If possible, it is CenturyLink’s hope to resolve this dispute with the customer complainant informally.

II. RELIEF REQUESTED

Wherefore, in light of the above, Respondent hereby requests an extension of time to and including February 28, 2022, in which to file a response to the Formal Complaint.

III. PARTY DESIGNATION

Pursuant to Rule 41, Respondent hereby designates:

William "Tre" Hendricks, Esq.
Associate General Counsel
Lumen Technologies
902 WASCO Street, Floor 1
Hood River, OR 87031
541 387 9439
Tre.Hendricks@lumen.com

—and—

Stephen R. Thomas, Esq.
HAWLEY TROXELL ENNIS & HAWLEY LLP
877 W. Main Street, Suite 1000
Boise, ID 83702
208 344 6000
sthomas@hawleytroxell.com

IV. CONCLUSION

Respondent respectfully requests additional time through 28 February 2022 in which to respond to the Formal Complaint, due to lack of actual prior notice arising out of COVID protocols and Mr. Hendricks' prolonged absence from his physical office.

Respectfully submitted,

HAWLEY TROXELL ENNIS & HAWLEY, LLP



By Stephen R. Thomas

CERTIFICATE OF SERVICE

I hereby certify that I have this 14th day of February, 2022, served the foregoing REQUEST FOR EXTENSION OF TIME, in Case QWE-T-21-14, by forwarding a copy thereof, to the following:

Mr. Richard Keavy
11282 Glen Ellyn
Boise, Idaho 83713
(via U.S. Mail)

Taylor R. Brooks
Office of the Attorney General, State of Idaho
Deputy Attorney General
Idaho Public Utilities Commission
11331 W. Chinden Blvd.
Boise, Idaho 83714
(via email: taylor.brooks@puc.idaho.gov)

Jan Noriyuki
Commission Secretary
Idaho Public Utilities Commission
11331 W. Chinden Blvd., Bldg. 8, Ste. 201-A
Boise, Idaho 83714
(via email: jan.noriyuki@puc.idaho.gov)



Stephen R. Thomas

DECISION MEMORANDUM

TO: COMMISSIONER ANDERSON
COMMISSIONER CHATBURN
COMMISSIONER HAMMOND
COMMISSION SECRETARY
COMMISSION STAFF
LEGAL

FROM: TAYLOR BROOKS
DEPUTY ATTORNEY GENERAL

DATE: FEBRUARY 16, 2022

RE: IN THE MATTER OF THE FORMAL COMPLAINT AGAINST
CENTURYLINK BY RICHARD KEAVY; CASE NO. QWE-T-21-14

On December 2, 2021, Richard Keavy filed a Formal Complaint against Qwest Corporation d/b/a/ CenturyLink (QWE) (“the Company”). Mr. Keavy was unsatisfied with the outcome of the informal procedures to resolve his complaint and requested that the Commission open a formal complaint against the Company. Mr. Keavy contends that the Company has failed in its contractual obligation to him when he requests a Call Trace (*57)—a service offered by the Company to its customers.

At the December 20, 2022 Decision Meeting, the Commission accepted Mr. Keavy’s Formal Complaint. On January 12, 2022, the Commission mailed a Summons and copy of Mr. Keavy’s formal complaint to the Company via certified mail. The Summons directed the Company to respond to Mr. Keavy’s allegations within 21 days—requiring a timely response by February 2, 2022. No response was received. Staff contacted the Company’s counsel to inquire why no response was filed on February 10, 2022. *See Staff’s Counsel Correspondence.*

On February 14, 2022, the Company requested an extension of time to respond to Mr. Keavy’s formal complaint, stating that—due to COVID-19 protocols—the Company’s attorney of record never received the Formal Complaint. *See Company’s Request for Extension of Time at 2.* However, the Company admitted it accepted service of the Formal Complaint and Summons at an office in Hood River, Oregon by and through Alisa Mooney on January 21, 2022.


STAFF RECOMMENDATION

Staff recommends the Commission grant the Company’s request for an extension of time to respond to Mr. Keavy’s formal complaint but recommends the Commission fine the

Company for failing to timely respond to the Formal Complaint. Under *Idaho Code* § 61-706, “any public utility which . . . fails to comply with . . . or neglects to obey, observe or comply with any . . . direction, demand or requirement . . . of the commission. . . such public utility is subject to a penalty of not more than \$2,000 for each and every offense.” Accordingly, Staff recommends that the Commission fine the Company \$2,000 for failing to respond timely to a Commission directive.

COMMISSION DECISION

1. Does the Commission wish to accept the Company’s request for an extension of time to respond to Mr. Keavy’s formal Complaint?
2. Does the Commission wish to fine the Company for failing to respond timely in accordance with the Summons?
 - a. If so, does the Commission wish to accept Staff’s recommendation of \$2,000.00 or does the Commission wish to impose a different fine?


Taylor R. Brooks
Deputy Attorney General

I:\Legal\TELECOM\QWE-T-21-14 Keavy\memos\QWET2114_dec_tb.docx

From: Jan Noriyuki
Sent: Thursday, February 24, 2022 5:02 PM
To: Terri Carlock; Dayn Hardie; Taylor Brooks
Cc: Naomi Carr; Keri Hawker
Subject: FW: Formal Complaint of Richard Keavy 2/24/22

Follow Up Flag: Follow up
Flag Status: Flagged

DWE-T-21-14

From: Cheap Advice <CheapAdvice@msn.com>
Sent: Thursday, February 24, 2022 4:55 PM
To: Jan Noriyuki <jan.noriyuki@puc.idaho.gov>
Subject: Formal Complaint of Richard Keavy 2/24/22

Personal and Confidential
Commission Secretary
Public Utilities Commission

RE: Formal Complaint of Richard Keavy

I have taken the liberty of asking Mr Daniel Klein an occasional question, periodically, as to PUC protocol and expectations. He has been very helpful. I learned this morning he will be unavailable (for an on line exchange) until March 8. While the couple of items below may be inconsequential I will feel better about bringing them up...respectfully:

#1 - The latest PUC moves involving Qwest/CenturyLink (and enjoining the Hawley Troxell firm in Boise) were both interesting and fitting. I was reminded of some detail mentioned on your web site about a 14 day time allotment, *after* your receipt of a reply to the Summons answer and had to do with *your* ability to respond to that answer. IF/when the respondents get around to doing what is expected of them maybe I could provide a list, to the Secretary, of matters I would like them to answer? I have asked CenturyLink multiple times and for years for data they may *routinely* gather and store. I have asked them also to save and secure information for access at a hopeful later date...which may apply to their late and next responsibility?

If such an opportunity comes up I would like to make some information requests, of CenturyLink through (and or silently?) the PUC (?) that will hopefully be complimentary to your information gathering routines.

If what I seek doesn't square with your good attending, to PUC business, my request can be declined or just put away...without a reply from PUC.

In the past CLink has simply ignored my requests for information/data which I believe they had in their possession. On occasion they admitted the information they kept to from me was not done for legal or privacy reasons. It was done according to what they rested on to be 'policy' ... as in like it or lump it...run up the road. :)

2 - I saw the latest PUC/CenturyLink activity and exchanges on your web site this week. **The at your web site communication from Hawley Troxell indicates that I was copied on the 14th.** Today is the 24th and I **did not receive anything from them.** As you know overnight delivery of first class mail, in city, is not unheard of. It is unlikely they copied me ten days ago.

I know of that law firm. It would not surprise me to learn that/ IF they bailed out of the project completely and may eventually get around to stating so to your folks. That is totally guesswork on my part and may not be in the mix at all.

I am very much looking forward to *how* CenturyLink will respond to their responsibility to the State of Idaho and/or the fine that was rightly put to them.

Thanks to you and the Public Utilities Commission for being there.

No response to this necessary.

Richard Keavy 208-322-1383

Stephen R. Thomas, ISB No. 2326
Hawley Troxell Ennis & Hawley LLP
877 Main Street, Suite 1000
P.O. Box 1617
Boise, ID 83701-1617
Telephone: 208.344.6000
Facsimile: 208.954.5950
sthomas@hawleytroxell.com

RECEIVED
2022 FEB 28 PH 3: 34
IDAHO PUBLIC
UTILITIES COMMISSION

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF

RICHARD KEAVY,

COMPLAINANT

v.

**QWEST CORPORATION D/B/A
CENTURYLINK QC,**

RESPONDENT

CASE NO. QWE-T-21-14

**RESPONSE OF QWEST CORPORATION
D/B/A CENTURYLINK QC
TO COMPLAINT**

RESPONSE TO COMPLAINT

1. Qwest Corporation d/b/a CenturyLink QC (“CenturyLink” or “Company”) provides this Response to the Complaint by Richard Keavy (“Complainant” or “Mr. Keavy”) as set forth in the January 12 Summons by the Commission. CenturyLink provides this Response in accordance with the Commission’s January 22, 2022 ruling granting CenturyLink’s request for an extension.

I. BACKGROUND

2. The Complainant has a long history of making unsupported claims regarding his service, and he has done so in an aggressive and repetitive, if not harassing, manner. For this reason, CenturyLink wishes to discontinue providing to Complainant the service at issue. In

RESPONSE OF QWEST CORPORATION D/B/A CENTURYLINK QC TO COMPLAINT - 1

40619.0029.14555853.1

fact, a recent small claims court decision in Ada County rejected a complaint that appears to involve the same service issues he avers in this matter, although it still remains unclear what the Complainant's allegations in this matter are precisely.¹

3. The Complainant subscribes to a service called "Call Trace" which allows a customer to dial on their phone *57 so that the Company can record the incoming call number and, if available, the identity of the caller. The service is provided subject to the terms of CenturyLink's Idaho service catalog, which defines the service:

Call Trace. Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a pay per use basis only. After receiving the call which is to be traced, the customer dials a code and the traced telephone number is automatically sent to the Company for further action. The customer originating the trace will not receive the traced telephone number. *The results of a trace will be furnished only to legally constituted law enforcement agencies or authorities upon proper request by them.* Manual Trap and Trace is available where facilities permit.²

The Company's website outlines how the Company implements the terms of service. It states that call information that the Company collects is *not* provided to customers. Rather, it is provided only to law enforcement officials in response to a subpoena:

To trace a call, hang up from the call. Pick the phone back up and be sure to obtain a clear dial tone. Dial *57 and listen to the recorded information provided. The recording will not provide the calling party's phone number; it will only indicate whether or not you've had a successful trace... Once you have traced the call, contact your local Law Enforcement Agency. The trace results will only be released to a Law Enforcement Agency with a subpoena or court order."³

It does not appear based on review of Company records that Mr. Keavy has ever contacted local law enforcement to seek to have the data from the call traces subpoenaed, or if he did those requests were rejected. It would not surprise the company if the latter were the case. Call Trace

¹ See Exhibit 1.

² CenturyLink Idaho Catalog, Section 5.4.3.A (*emphasis added*). See, https://www.centurylink.com/tariffs/sid_qc_ens_c_no_1.pdf

³ See, <https://www.lumen.com/en-us/about/legal/trust-center/trust-and-safety-customer-faqs.html>

is not intended to stop untoward telemarketers from making calls to a number that has been placed on the national no-call list, even if it is a non-published number. Rather, it is intended to provide law enforcement with a tool to address crimes against persons and property, such as personal threats, theft, domestic violence, and the like. To Respondent's knowledge, Mr. Keavy has not alleged that any such actual crimes have been committed in association with the unwanted calls he is receiving on his CenturyLink telephone line. And even if CenturyLink had provided call information gathered from a call trace by the Complainant to law enforcement, pursuant to a subpoena, CenturyLink's obligation would be fulfilled at that point – any further action, enforcement or otherwise, would have had to be conducted by law enforcement.

II. ARGUMENT

4. The only violation of law that Mr. Keavy appears to allege would be one involving contract law, although Respondent notes that there is not sufficient detail in the written complaint to establish a cognizable claim related to contract law or of any kind – no law or facts related to an enforceable law are cited. And the Commission does not adjudicate contract disputes unrelated to its primary jurisdiction. For that reason alone, the Complaint should be dismissed. But there are other grounds for dismissal.

5. The Commission only addresses disputes between consumers and the companies it regulates based on filed tariffs for Title 61 companies, or the terms set forth in price lists or service catalogs in the case of telecommunications companies regulated under Idaho Code, Chapter 6, Title 62 (the "Telecommunications Act of 1988" or the "Act"). The Act substantially narrows the scope of the Commission's regulation of telecommunications, limiting regulation to matters related to the implementation of the federal telecommunications act of 1996 and, as it pertains to retail service, basic telephone service:

The commission shall have the continuing authority to determine the noneconomic regulatory requirements relating to *basic local exchange service* for all telephone corporations providing basic local exchange service including, but not limited to, such matters as service quality standards, provision of access to carriers providing message telecommunication service, filing of price lists, customer notice and customer relation rules, and billing practices and procedures, which requirements shall be technologically and competitively neutral.⁴

6. Call Trace service is a discretionary service that is not subject to the provisions of the Act. And the Complaint does not allege that CenturyLink has in any way been derelict in providing basic local exchange service. In addition, the Complaint does not allege that CenturyLink has engaged in any prohibited billing practices, whether for basic local exchange service or the Call Trace service that appears to be Complainant's main, if not only, concern.⁵ Therefore, the Complainant makes no claim for which the Commission can grant relief.

7. Furthermore, Rule 401, consistent with the Section 62.605(5)(b) of the Idaho Code, does not appear to contemplate review of claims unrelated to local to exchange service:

The Commission has authority to investigate and resolve complaints made by subscribers to telecommunication services *that concern the quality and availability of local exchange service*, or whether price and conditions of service are in conformance with filed tariffs or price lists, deposit requirements for such service or disconnection of such service. If a customer who has complained to a telephone company is dissatisfied with a telephone company's proposed disposition of the complaint, the customer may request the Commission to review informally the disputed issue and the telephone company's proposed disposition of the complaint. *The Commission may consider complaints regarding any telephone services over which the Commission has authority. (Emphasis added).*

Again, the Complaint makes allegations only regarding a non-regulated service which the Company offers at its discretion, and which is not contemplated for review under Rule 401. However, even if the Complainant were to argue that the Commission should assert jurisdiction over a complaint related to the billing of a non-regulated service, he does not allege that

⁴ Idaho Code § 62-605(5)(b).

⁵ CenturyLink notes that Rule 201.01 appears to address billing disputes regarding "other services".

CenturyLink mis-billed for Call Trace. CenturyLink has appropriately billed for the Complainant for those services.

8. Even if the Commission was determined to consider the Complainant's assertions regarding CenturyLink's provision of Call Trace service, the Company has provided the service consistent with the terms of service set forth in the catalog, which govern the Company-customer relationship and the provision of service. And CenturyLink advised Mr. Keavy of those terms.

9. CenturyLink has not violated any statute or rule in providing service to the Complainant, who has been making claims regarding Call Trace service since at least 2017, when the Ada County Small Claims Court rejected similar allegations as those made in this matter. The continuous, already rejected claims have bordered on harassment and are groundless. The Company's employees should not be subjected to the barrage of emails and phone calls, some of which are aggressive and insulting, especially given that there is no basis for the claims.

III. COMMUNICATIONS AND CORRESPONDENCE

Pleadings, orders, notices or other correspondence and communications regarding this Petition should be provided to:

Stephen R. Thomas
HAWLEY TROXELL ENNIS HAWLEY LLP
P.O. Box 1617
877 Main Street, Suite 1000
Boise, Idaho 83701
Phone: (208) 388-4068
stthomas@hawleytroxell.com

And

William Hendricks
Associate General Counsel
Lumen Technologies
902 Wasco St, Floor 1

Hood River, OR 97031
Phone: (541) 387-9439
Email: tre.hendricks@centurylink.com

REQUEST FOR RELIEF

The Complainant has failed to bring any claims that are justiciable under Idaho Code, Chapter 6, Title 62 and Commission Rule 401.01. CenturyLink has billed for the Call Trace service appropriately, and the Complaint does not allege otherwise. The Company has provided the service consistent with the terms of service set forth in its catalog. Therefore, CenturyLink requests that the Commission:

- (1) Find that CenturyLink has not violated any statute or Commission rule;
- (2) Dismiss the Complaint with prejudice on the grounds that (a) the Complainant has not stated a claim for which the Commission can grant relief, and/or (b) the Complaint is barred by the doctrine of Res Judicata; and
- (3) Find that Call Trace is a discretionary service that the Company is not required to continue to provide, or in the alternative, authorize CenturyLink to discontinue providing the Call Trace service to Complainant.

Respectfully submitted,

HAWLEY TROXELL ENNIS & HAWLEY, LLP

/s/Stephen R. Thomas
By Stephen R. Thomas

CERTIFICATE OF SERVICE

I hereby certify that I have this 28th day of February, 2022, served the foregoing RESPONSE OF QWEST CORPORATION D/B/A CENTURYLINK QC TO COMPLAINT, in Case QWE-T-21-14, by forwarding a copy thereof, to the following:

Mr. Richard Keavy
11282 Glen Ellyn
Boise, Idaho 83713
(via U.S. Mail AND courtesy copy by email to: cheapadvice@msn.com)

Taylor R. Brooks
Office of the Attorney General, State of Idaho
Deputy Attorney General
Idaho Public Utilities Commission
11331 W. Chinden Blvd.
Boise, Idaho 83714
(via email: taylor.brooks@puc.idaho.gov)

Jan Noriyuki
Commission Secretary
Idaho Public Utilities Commission
11331 W. Chinden Blvd., Bldg. 8, Ste. 201-A
Boise, Idaho 83714
(via email: jan.noriyuki@puc.idaho.gov)

William Hendricks
Associate General Counsel
Lumen Technologies
902 Wasco St, Floor 1
Hood River, OR 97031
(via email: tre.hendricks@centurylink.com)

/s/Stephen R. Thomas
Stephen R. Thomas

EXHIBIT 1

Case Information

CV01-17-00230 | Richard Keavy Plaintiff, vs. Century Link Corporation Defendant.

Case Number
CV01-17-00230
File Date
01/08/2017

Court
Ada County Magistrate Court
Case Type
C -Small Claims

Judicial Officer
Manweiler, David D.
Case Status
Closed

Party

Plaintiff
Keavy, Richard

Defendant
Century Link Corporation

Active Attorneys ▾
Lead Attorney
Risch, Jason Steven
Retained

Disposition Events

03/31/2017 Judgment ▾

Judicial Officer
Cockerille, Roger E.

Judgment Type
Claim Denied

08/08/2017 Judgment ▼

Judicial Officer
Manweiler, David D.

Judgment Type
Claim Denied

Comment

Comment (On Trial De Novo)

Events and Hearings

01/06/2017 New Case - Small Claims

01/06/2017 SC Small Claims form CAO SC 1-2

01/06/2017 SC Summons Issued ▼

Comment
and filed

01/06/2017 SC Affidavit of Competence, Non-Military Service and Amt Due

01/06/2017 Summons ▼

Served
01/25/2017

01/13/2017 SC Summons Return of Service Served

01/25/2017 SC Answer

01/27/2017 Civil Notice of Hearing ▼

Comment

Contested Hearing 3/16/17 @ 9:00 am

03/30/2017 Small Claims Contested Hearing ▼

Judicial Officer

Cockerille, Roger E.

Hearing Time

10:30 AM

Result

Hearing Held

03/31/2017 SC Small Claims Judgment ▼

Comment

In Favor of the Defendant Plaintiff's Claim is Denied

03/31/2017 Certificate of Mailing

03/31/2017 Civil Disposition Entered

04/28/2017 Notice of Appeal

04/28/2017 Notice ▼

Comment

of Reassignment (to Judge Manweiler)

05/15/2017 Order ▼

Comment

Setting Trial De Novo and Pre-Trial Order 8/8/17 at 2PM

07/21/2017 Motion ▼

Comment

to Amend Date and Time Allotted for Trial

07/25/2017 Notice of Appearance

07/25/2017 Notice ▼

Comment
of Non-Objection

07/31/2017 Motion ▼

Comment
Seeking Permission to Enter into Discovery

08/01/2017 Order ▼

Comment
Setting Trial Date - DENIED

08/03/2017 SC Amended Complaint Small Claims

08/03/2017 Memorandum

08/08/2017 Small Claims Trial De Novo ▼

Judicial Officer
Manweiler, David D.

Hearing Time
2:00 PM

Result
Hearing Held

08/08/2017 Court Minutes

08/08/2017 Judgment ▼

Comment
on Trial De Novo - In favor of the Defendant - Plaintiff's Claim is Denied

08/08/2017 Civil Disposition Entered

08/08/2017 Exhibit List/Log

08/08/2017 Civil Disposition Entered

07/09/2018 Notice of Intent to Destroy Exhibits ▼

Comment
Clerk's Notice

Financial

Keavy, Richard

Total Financial Assessment	\$154.25
Total Payments and Credits	\$154.25

1/5/2017	Transaction Assessment			\$69.00
1/5/2017	Transaction Assessment			\$3.00
1/5/2017	Case Payment	Receipt # 01425-2017-R01	Keavy, Richard	(\$72.00)
4/27/2017	Transaction Assessment			\$81.00
4/27/2017	Case Payment	Receipt # 45619-2017-R01	Keavy, Richard	(\$81.00)
7/23/2017	Transaction Assessment			\$1.25
7/23/2017	Mail Payment	Receipt # 78417-2017-R01	Keavy, Richard	(\$1.25)

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF A FORMAL) CASE NO. QWE-T-21-14
COMPLAINT BY RICHARD KEAVY)
AGAINST QWEST CORPORATION D/B/A/) NOTICE OF EXTENSION OF
CENTURYLINK) TIME TO RESPOND
)
)
) **ORDER NO. 35329**
)

On December 2, 2021, Richard Keavy filed a formal complaint against Qwest Corporation d/b/a/ CenturyLink (“Company”). Mr. Keavy was unsatisfied with the outcome of the informal procedures to resolve his complaint and requested that the Commission open a formal complaint against the Company. Mr. Keavy contends that the Company has failed in its contractual obligation to him when he requests a Call Trace (*57)—a service offered by the Company to its customers.

At the December 20, 2021, Decision Meeting, the Commission accepted Mr. Keavy’s Formal Complaint. On January 12, 2022, the Commission mailed a Summons and copy of the Formal Complaint to the Company via certified mail. The Summons directed the Company to respond to Mr. Keavy’s allegations within 21 days—requiring a timely response by February 2, 2022. No response was received. On February 10, 2022, Staff contacted the Company’s counsel to inquire why no response was filed. Staff’s Counsel Correspondence at 1.

On February 14, 2022, the Company requested an extension of time to respond to the Formal Complaint, stating that—due to COVID-19 protocols—the Company’s attorney of record never received the Formal Complaint. Company’s Request for Extension of Time at 2. However, the Company admitted it accepted service of the Formal Complaint and Summons at an office in Hood River, Oregon by and through Alisa Mooney on January 21, 2022.

The Commission now issues this Notice of Extension of Time to Respond, thereby approving the Company’s request.

DISCUSSION AND FINDINGS

The Commission has authority under Rules 41, 51, 53, and 66 to grant a Company’s request for an extension of time so long as the Company complies with Rule 53 of the IPUC Rules of Procedure. *See* IDAPA 31.01.01.41, -51, -53, and -66.

We find that the Company sufficiently stated fully the facts upon which the Petition was based; the Company referred to the controlling legal authority; and properly prayed for appropriate relief. We also find that allowing the extension of time does not affect the substantial rights of Mr. Keavy.

The Commission finds that a misunderstanding may have occurred during process of service by which the wrong representative of the Company was served through no fault of any party. Accordingly, we find the proposed penalty for not timely responding to the summons is not warranted in this case. The Commission finds that no prejudice or substantial harm will likely come to Mr. Keavy because of a delayed response from the Company.

The Commission takes matters like this seriously. It is imperative that regulated entities respond to the Commission in the manner prescribed. The Commission appreciates the Company's diligence to set procedures that will ensure an instance like this will not occur again.

ORDER

IT IS HEREBY ORDERED that the Company's request for an extension of time to respond to Mr. Keavy's Formal Complaint is granted. The Company is required to respond to Mr. Keavy by 5:00 p.m. Mountain Standard Time on February 28, 2022.

THIS IS AN INTERLOCUTORY ORDER, not a final and appealable Order of the Commission. The period of reconsideration will not begin until the final order is issued.

///

DONE by Order of the Idaho Public Utilities Commission at Boise, Idaho this 1st day of March 2022.



ERIC ANDERSON, PRESIDENT




JOHN CHATBURN, COMMISSIONER



JOHN R. HAMMOND, JR., COMMISSIONER

ATTEST:



Jan Noriyuki
Commission Secretary

I:\Legal\TELECOM\QWE-T-21-14 Keavy\orders\QWET2114_NucExtTime_tb.doc

From: Cheap Advice <cheapadvice@msn.com>

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

To: Taylor Brooks <taylor.brooks@puc.idaho.gov>; Jan Noriyuki <jan.noriyuki@puc.idaho.gov>

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 over... 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

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF RICHARD KEAVY'S) CASE NO. QWE-T-21-14
FORMAL COMPLAINT AGAINST QWEST)
CORPORATION)
) ORDER NO. 35351
)
)
)

On December 2, 2021, Richard Keavy filed a Formal Complaint (“Complaint”) against Qwest Corporation d/b/a/ CenturyLink (QWE) (“Company”). Mr. Keavy was unsatisfied with the outcome of the informal procedures to resolve his informal complaint and requested that the Commission open a formal complaint against the Company.

At the December 20, 2021, Decision Meeting, the Commission accepted Mr. Keavy’s Complaint. On January 12, 2022, the Commission mailed a Summons and copy of Mr. Keavy’s Complaint to the Company via certified mail. *See Certified Mail Receipt*. On February 28, 2022, after the Commission allowed additional time for the Company to respond,¹ a response was filed to Mr. Keavy’s Complaint. *See Response to Complaint*.

Having reviewed the record in this case, the Commission now issues this final Order dismissing the Formal Complaint for reasons explained below.

FACTUAL SUMMARY

1. The Complaint

Mr. Keavy complained that the Company failed to follow through on providing a quality form of service related to “Call-Trace.”² Mr. Keavy alleged that through utilizing the Call Trace system, he formed a contract with the Company wherein the Company was obligated to provide him with the results of each *57 attempt that Mr. Keavy performed. *See generally Keavy Complaint* at 1. Mr. Keavy alleged that the Company failed to perform its obligations in an acceptable manner. *Id.*

2. The Company’s Response

The Company defines the “Call Trace” system as follows:

¹ *See* Order No. 35329

² Call Trace is a system which allows a customer to dial *57 so that the called party can initiate an automatic trace of the last call received. *See Company Response* at 2.

Call Trace. Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a pay per use basis only. After receiving the call which is to be traced, the customer dials a code and the traced telephone number is automatically sent to the Company for further action. The customer originating the trace will not receive the traced telephone number. *The results of a trace will be furnished only to legally constituted law enforcement agencies or authorities upon proper request by them.* Manual Trap and Trace is available where facilities permit.³

Company Response at 2.

The Company stated that Call Trace was not intended to stop untoward telemarketers from making calls, but rather, to provide law enforcement with an ability to address crimes against persons and property. *Id.* at 2-3. The Company stated that its contractual obligation is to provide the call information gathered from the call trace to law enforcement pursuant to a subpoena—not by Mr. Keavy’s request. *Id.* at 3.

The Company argued that the Commission “does not adjudicate contract disputes unrelated to its primary jurisdiction.” *Id.* The Company stated that Call Trace is a discretionary service; it is not a basic local exchange service as governed by *Idaho Code* § 62-605. *Id.* at 4. The Company stated that discretionary services are non-regulated services; thus, Mr. Keavy failed to state a claim by which the Commission could grant relief. *Id.* The Company asserted that it provided the service consistent with its contractual terms of service, it did not violate any statute or rule in providing that service, and it properly advised Mr. Keavy of those terms. *Id.*

The Company requested that the Commission (1) find that the Company has not violated any statute or Commission Rule; (2) dismiss the Complaint; and (3) find that the Call Trace service is discretionary that the Company is not required to continue providing—or—in the alternative, authorize the Company to discontinue providing the service to Mr. Keavy. *Id.* at 6.

COMMISSION FINDINGS AND DECISION

The Idaho Public Utilities Commission exercises **limited jurisdiction** and has no authority other than that expressly granted to it by the legislature. *Washington Water Power Co. v. Kootenai*, 99 Idaho 875, 591 P.2d 122 (1979). This Commission has no authority under Idaho law to adjudicate the dispute between Mr. Keavy and the Company. The Company is a telephone corporation as defined in *Idaho Code* § 61-121 but is exempt from the requirements of Title 61

³ CenturyLink Idaho Catalog, Section 5.4.3.A. (https://www.centurylink.com/tariffVsid_gc_ens_c_no_1.pdf).

public utilities laws.⁴ *See generally Idaho Code* §§ 62-604 and 62-605. For telephone corporations under the jurisdiction of Title 62 Idaho Code § 62-605(b) provides:

The commission shall have the continuing authority to determine the noneconomic regulatory requirements relating to basic local exchange service for all telephone corporations providing basic local exchange service including, but not limited to, such matters as service quality standards, provision of access to carriers providing message telecommunication service, filing of price lists, customer notice and customer relation rules, and billing practices and procedures, which requirements shall be technologically and competitively neutral.

Idaho Code § 62-603(1) defines basic local exchange service as:

[T]he provision of access lines to residential and small business customers with the associated transmission of two-way interactive switched voice communication within a local exchange calling area.⁵

The Commission finds that “Call Trace” does not constitute a basic local exchange service; therefore, the Commission has no regulatory authority over such service. Accordingly, the Commission declines to adjudicate the dispute between Mr. Keavy and the Company.

ORDER

IT IS HEREBY ORDERED that Mr. Keavy’s Complaint is dismissed.

THIS IS A FINAL ORDER. Any person interested in this Order may petition for reconsideration within twenty-one (21) days of the service date of this Order with regard to any matter decided in this Order. Within seven (7) days after any person has petitioned for reconsideration, any other person may cross-petition for reconsideration. *See Idaho Code* § 61-626.

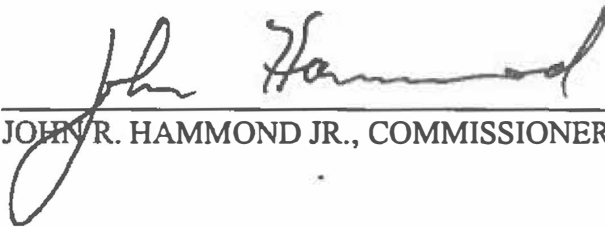
⁴ The Company removed its basic local exchange service from Title 61 regulation in July 2005. Notice of Election, Case No. QWE-T-05-13 (July 14, 2005).

⁵ *See also Idaho Code* § 62-603(13) (“Telecommunication service’ means the transmission of two-way interactive switched signs, signals. . . “

DONE by Order of the Idaho Public Utilities Commission at Boise, Idaho this 22nd
day of March 2022.


ERIC ANDERSON, PRESIDENT


JOHN CHATBURN, COMMISSIONER


JOHN R. HAMMOND JR., COMMISSIONER

ATTEST:


Jan Noriyuki
Commission Secretary

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From: Cheap Advice
To: Taylor Brooks; Jan Noriyuki
Subject: Motion For Reconsideration of "closed" Case #QWE-T-21-14 on 4/12/2022
Date: Tuesday, April 12, 2022 4:23:46 PM

Motion For Reconsideration of 'closed' Case #QWE-T-21-14 on 4/12/2022

Attention Please ALSO of each of the Commissioners of the Idaho Public Utilities Commission (PUC).

Reference most recent email (4/7/22) from Deputy Brooks related to his first paragraph account "...to file any reply comments." Information presented by me was often NOT in 'reply to comments' but rather intended overall to be additional information having to do with contacts between myself (and others) and the Respondents who shed light on the deceptions they were working. My interest (and what should (?) have been of interest to the Commission and its handlers) was to inform PUC decision makers of information that illustrated and showed proof that Respondent actors were not being honest, candid or accurate in the too many claims it freely made.

The Respondent, as was pointed out repeatedly, in communication between Clink and me (forwarded TO the PUU) deliberately stated things over and again that were not true. The net result should be interpreted by representatives of the Idaho Attorney General's Office as obstruction of justice and other related crimes...targeting to PUC, approximately five (5) AG Deputies and others.

While some of what CLink has done, failed to do, said and implied may not be entirely in line with Deputy Brooks understanding of those Codes that are of professional interest to him...the larger wrongdoing by CenturyLink is significant, material and deserves a more appropriate attending.

Important information useful to each decision-making Commissioner was kept from them (?) or altered (?) that should have been presented to OTHER home office AG Deputies who deal in many matters of law in addition to what interests the PUC contingent. The PUC should have asked AG Wasden's office to get involved in those extracurricular crimes that waste the time of the AG Deputies assigned to the PUC and the PUC staff as well...with focus on intentional obstruction. Misleading (repeatedly in writing) claims and deceptions put to the PUC should have been taken more seriously. There IS still time and reversing the case closure (so to modify its findings and status more appropriately) would be corageous and a more fitting stance for the PUC and Idaho to assume.

Please copy me (all that you can) with whatever moves the AG may bring against Respondents and until the AG has had time to do a deserved case reevaluation that should have begun months ago.

The PUC process and formula appears to be antiquated. It published data for the public and I, to learn from, and then quietly removed that data without notice and refused to respond to my questions about that easy/awkward PUC proclivity. I wanted, intended and expected my communications to be fully before the Commissioners *before* they made a final decision to cancel my complaint.

Important matters were put to the PUC before their final decision yet it is evident (?) that the Commissioners did not see (?) that which may well have interested them and had influence on their decisions. The PUC Secretary and the lead AG Deputy (and others) do not comment or justify why and how missing information IS 'constructive'...for whom and exactly what.

Deputy Brooks affords me the opportunity (in his 4/7/22 advisory) that I may duplicate information already given to the PUC (on 2/15 and 3/4) IN this... my Motion for

Reconsideration...IF I want the information to be read ('timely?') by the general public...as opposed to not letting the public know what IS going on. Keeping that information *from* the public and the Commissioners WAS desirable (?) because a 'misaligned' Code wants things done *its way*? regardless of good and common sense? I would like to learn if/how often do the AG Deputys join the Commissioners to approach the Legislature about doing a better job with language and intent. I copied the Legislators of my District in my last correspondence to the PUC Secretary so that they would know there IS some unnecessary/duplication of records being advocated because the Code requires it!? That cannot be a good reason for unnecessary waste. Sometimes when people see a building on fire, they need to speak up...and not vacillate because their job description does not include firefighting.

Please recommend the Commissioners reopen the case, include all of our joint correspondence to/from the Commission, its staff and the half dozen +/- AG staff members assigned to the PUC who participated in this case under the rubric column 'Complainant Comments and related data.'

The PUC and AG deputies who read the history of my/this complaint will recall that I have internet, data recover/access and printing handicaps...and have had to resort to hard copy data to be hand carried to OUC offices and sent USPS by certified mail...so to be sure important information got where it was needed in order to be attended. IF the PUC will put data I provided to where it can be accessed and utilized timely...I will be grateful, again. Also, having information where it should have been and can be made use of with the least amount of disorganization...will be helpful in the event of need for a tort claim.

The joint effort of Counsel in Oregon and Idaho who may have 'mistakenly' taken 'evidence' (actually grandiose, nonsense and deliberate bungling) by Clink for the previous to bathe in and broadcast with enthusiasm... IS a mixture of shame and contempt that deserves a focus on their obstruction.

The 'trace' ruse is an item the AG/PUC allowed to be squandered while CenturyLink is a vulgar institution... proud of abuse and justified by wrong doing. The Respondent company in need of a more just reconning.

I respectfully call for a reversal of the case closure, by the PUC, and ask that a more punitive posture be taken against Century Link by appropriate members of AG Wasden's office and others. The PUC activity and responsibility needs to be better addressed...and the PUC IS now, finally, after nearly five years of full and part time negligence, needs to call a spade a spade for reasons inside and accountable to its significant authority.

There is very much wrong with how big business, big money and big political influence has brought ridicule on Idaho state government...while the latter moves to distance itself (?) from honesty, integrity and bonafide efficiency...leaving myself and a thousand neighbors to despair and suffer (in my case) on a literal daily basis... due to bad actors who are continually and substantially supported and defended by Century Link.

The PUC's people have been tacitly ridiculed by CenturyLink operatives. That should not stand in its entirety, either...regardless of the 'but out' challenge CLink boldly tossed at the AG's deputies.

The PUC, its staff and the AG's deputies have yet a good deal to work with... for bringing justice to a noisy, proud and wayward operator.

Sincerely, Richard Keavy

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF RICHARD KEAVY'S) CASE NO. QWE-T-21-14
FORMAL COMPLAINT AGAINST QWEST)
CORPORATION D/B/A/ CENTURYLINK)
) ORDER NO. 35396
)
)
)

On December 2, 2021, Richard Keavy filed a Formal Complaint against Qwest Corporation d/b/a/ CenturyLink QC (“Company”). Mr. Keavy claimed that the Company failed in its contractual obligations to him when he used the Company’s Call Trace¹ (*57) system. Following formal proceedings, on March 22, 2022, the Commission entered its Final Order No. 35351 (“Final Order”) dismissing the Complaint for lack of jurisdiction. The Final Order provides:

The Idaho Public Utilities Commission exercises **limited jurisdiction** and has no authority other than that expressly granted to it by the legislature. *Washington Water Power Co. v. Kootenai*, 99 Idaho 875, 591 P.2d 122 (1979). This Commission has no authority under Idaho law to adjudicate the dispute between Mr. Keavy and the Company. The Company is a telephone corporation as defined in *Idaho Code* § 61-121 but is exempt from the requirements of Title 61 public utilities laws. *See generally Idaho Code* §§ 62-604 and 62-605. For telephone corporations under the jurisdiction of Title 62 *Idaho Code* § 62-605(b) provides:

The commission shall have the continuing authority to determine the noneconomic regulatory requirements relating to basic local exchange service for all telephone corporations providing basic local exchange service including, but not limited to, such matters as service quality standards, provision of access to carriers providing message telecommunication service, filing of price lists, customer notice and customer relation rules, and billing practices and procedures, which requirements shall be technologically and competitively neutral.

Idaho Code § 62-603(1) defines basic local exchange service as:

[T]he provision of access lines to residential and small business customers with the associated transmission of two-way interactive switched voice communication within a local exchange calling area.

¹ Call Trace allows a customer to dial *57 to initiate an automatic trace of the last call received. *See Company Response* at 2.

The Commission finds that “Call Trace” does not constitute a basic local exchange service; therefore, the Commission has no regulatory authority over such service. Accordingly, the Commission declines to adjudicate the dispute between Mr. Keavy and the Company.

Order No. 35351 (footnotes omitted).

Pursuant to *Idaho Code* § 61-626 and Rule 331, IDAPA 31.01.01.331, interested persons were given twenty-one (21) days following entry of the Final Order in which to petition for clarification and/or reconsideration. On April 12, 2022, Mr. Keavy emailed the Commission Secretary and Commission counsel a correspondence titled: “Motion for Reconsideration of ‘closed’ Case #QWE-T-21-14 on 4/12/2022.” The Company was not included as a recipient of the email.

Having reviewed the record, the arguments of the parties, and all submitted materials, the Commission denies Mr. Keavy’s “Motion for Reconsideration” (“Petition”).

COMMISSION FINDINGS AND DECISION

The Commission finds that Mr. Keavy’s Petition does not meet the substantive nor procedural requirements for a petition for reconsideration. Rule 331.01 provides:

Petitions for reconsideration must set forth specifically the ground or grounds why the petitioner contends that the order or any issue decided in the order is *unreasonable, unlawful, erroneous or not in conformity with the law*, and a statement of the nature and quantity of evidence or argument the petitioner will offer if reconsideration is granted.

IDAPA 31.01.01.331.01 (emphasis added). In the Petition, Mr. Keavy does not set forth any specific grounds for reconsideration concerning the Commission’s jurisdiction, nor does he indicate the nature and quantity of evidence he would offer to show the Commission’s Final Order was “unreasonable, unlawful, erroneous[,] or not in conformity with the law.” *Id.* Rule 331.03 provides that “the petition . . . must state whether the petitioner . . . requests reconsideration by evidentiary hearing, written briefs, comments, or interrogatories.” IDAPA 31.01.01.331.03. The Petition does not contain a request for an evidentiary hearing, written briefing, additional comments, nor a request for interrogatories.

Additionally, the Commission finds that the Petition was not properly served on all parties. Pursuant to Rule 63, “[a]ll [petitions] . . . must be served upon the representatives of every party of record concurrently with filing with the Commission Secretary.” IDAPA 31.01.01.063.01. Similarly, Rule 64 provides that “[e]very document that is filed with the Commission and intended to be part of the record for decision must be attached to or

accompanied by proof of service . . .” IDAPA 31.01.01.064. The Commission finds that Mr. Keavy failed to serve his Petition on all parties or provide the Commission with proof of service.

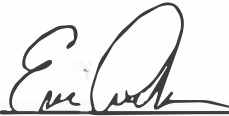
Pursuant to Rule 332, “[g]rounds for reconsideration or issues on reconsideration that are not supported by specific explanation may be dismissed.” IDAPA 31.01.01.332. Further, Rule 65 provides that “[d]efective, insufficient or late pleadings may be returned or dismissed . . .” IDAPA 31.01.01.065. Based upon the Petition’s lack of specific grounds for reconsideration, supporting argument, and proper service, the Commission denies the Petition.

ORDER

IT IS HEREBY ORDERED that the Petition for Reconsideration is denied.

THIS IS A FINAL ORDER DENYING RECONSIDERATION. Any party aggrieved by this Order or other final or interlocutory Orders previously issued in this case may appeal to the Supreme Court of Idaho pursuant to the Public Utilities Law and the Idaho Appellate Rules. *See Idaho Code § 61-627.*

DONE by Order of the Idaho Public Utilities Commission at Boise, Idaho this 4th day of May 2022.



ERIC ANDERSON, PRESIDENT



JOHN CHATBURN, COMMISSIONER



JOHN R. HAMMOND JR., COMMISSIONER

ATTEST:



Jan Noriyuki
Commission Secretary

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Richard Keavy ProSe*
11282 W. Glen Ellyn Drive
Boise, ID 83713
208-322-1383

RECEIVED
2022 JUN 14 AM 11:08
IDAHO PUBLIC
UTILITIES COMMISSION

IN THE PUBLIC UTILITIES COMMISSION OF THE STATE OF IDAHO

Appellant:
Richard Keavy

vs

Respondents:
Idaho Public Utilities
Commission, Idaho Attorney
General, Idaho Secretary of
State, City of Boise,
Boise City Police Department,
Idaho State Bar,*
Lumen Technologies aka
CenturyLink/USWest/etal.

CASE NO. QWE-T-21-14

NOTICE OF APPEAL

Appellant requests in addition a tort form/means so to include those parties who knowingly suborned, encouraged and provided the vehicles by which the principal party, Lumen, did intentionally break promises and contracts while misleading willing law enforcement authorities and others who purposely ridiculed, jeopardized and obliged against constructive civil discord.

TO: THE ABOVE NAMED RESPONDENTS INCLUDING THE IDAHO PUC, IDAHO ATTORNEY GENERAL, IDAHO SECRETARY OF STATE, CITY OF BOISE, BOISE CITY POLICE DEPARTMENT, PARTY ATTORNEYS MESSRS THOMAS OF HAWLEY TROXELL AND HENDRICKS OF LUMEN, IDAHO STATE BAR, THE CLERK (MS JAN NORIYUKI) AND OTHERS OF THE ABOVE-ENTITLED ADMINISTRATIVE AGENCY.

NOTICE IS HEREBY GIVEN THAT:

1. The above named appellant, Richard Keavy, does appeal against the above-named respondents **to the Idaho Supreme Court** due to the Idaho Public Utilities Commission final Order #35396 (and other orders/causes) signed the above-entitled proceeding on the 4th day of May 2022, by Honorable three Commissioners presiding at that time. Notice was posted 5/5/22.
2. Appellant has a right to appeal to the Idaho Supreme Court, and the judgments or orders described in paragraph 1 above are appealable orders under and pursuant to Rule [e.g. (11(a)(2)) or (12(a))] I.A.R.

3. A preliminary statement of the issues on appeal which the appellant has outlined above under the title NOTICE OF APPEAL intends to assert in the appeal; provided, any such list of issues on appeal shall not prevent the appellant from asserting other issues on appeal.

4. I certify that:

(5) Appellant will pay appellate filing fee promptly upon advice that it is due.

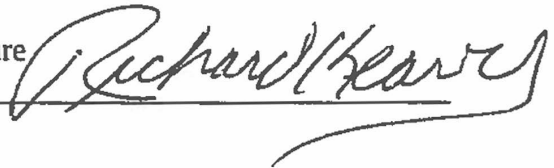
(6) Service is under way to all parties required to be served pursuant to Rule 20 Idaho Code and § 67-1401(1).

(7) Appellant has been and continues the process of attempting to secure* legal counsel to manage the detail appropriately and respectfully before the Court.

(8) Appellant was generally instructed by the PUC Secretary system that it would determine what information it wants the Court to see and would provide that information directly to the court upon receipt of this initial appeal endeavor.

DATED THIS 14th day of June, 2022.

Appellant Signature

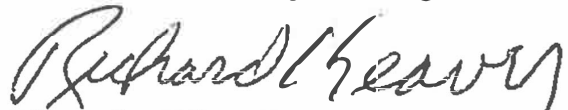


State of Idaho)

County of ADA)

I Richard Keavy, being sworn, deposes and says: I am the appellant in the above-entitled appeal and that all statements in this notice of appeal are true and correct to the best of my knowledge and belief.

Signature of Appellant



Subscribed and Sworn to before me this 14th day of June, 2022.

CERTIFICATE OF SERVICE

I certify that I served true and accurate copies of the foregoing Appeal to the Idaho Supreme Court of the Idaho Public Utilities Commission Case #QWE-T-21-14 on the following persons, as indicated below:

Name: Jan Noriyuki, Commission Secretary, Idaho Public Utilities Commission

Served by:

- Hand-delivery to 11331 W. Chinden Blvd, Bldg 8, Boise, ID 83714 on 6/14/22
- Deposit in the designated courthouse mailbox
- By deposit in the U.S. Mail addressed as follows:

Name: Clerk of the Idaho Supreme Court of Appeals

Served by:

- Hand-Delivery to 451 W. State, Boise, ID 83702 on 6/14/22
- Deposit in the designated courthouse mailbox
- By deposit in the U.S. Mail addressed as follows:

Name: William "Tre" Hendricks, Lumen Technologies/CenturyLink


Served by:

- Hand-delivery
- Deposit in the designated courthouse mailbox
- By deposit in the U.S. Mail 6/15/22 addressed as follows: William Hendricks, Lumen Technologies/CenturyLink 902 WASCOS Street, Floor 1, Hood River, OR 87031

Name: Steven R. Thomas, Hawley Troxell Ennis & Hawley, LLP

Served by:

- Hand-delivery
- Deposit in the designated courthouse mailbox
- By deposit in the U.S. Mail 6/15/22 addressed as follows: 877 W. Main Street, Suite 1000, Boise, ID 83702



Richard Keavy

CERTIFICATE OF SERVICE

I certify that I served true and accurate copies of the foregoing Appeal to the Idaho Supreme Court of the Idaho Public Utilities Commission Case #QWE-T-21-14 on the following persons, as indicated below:

Name: Lawrence Wasden

Served by:

- Hand-delivery
- Deposit in the designated courthouse mailbox
- By deposit in the U.S. Mail 6/15/22 addressed as follows: Attorney General Lawrence Wasden, 700 W. Jefferson, Boise, Id 83702

Name: Lawrence Denney

Served by:

- Hand-Delivery to
- Deposit in the designated courthouse mailbox
- By deposit in the U.S. Mail 6/15/22 addressed as follows: Secretary of State, 450 N. 4th, Boise, ID 83702

Name: Bradley Andrews

Served by:

- By deposit in the U.S. Mail 6/15/22 addressed as follows: Bar Counsel, 525 W. Jefferson, Boise, ID 83702

Name: Lauren McLean


Served by:

- By deposit in the U.S. Mail 6/15/22 addressed as follows: Mayor McLean, 150 N. Main, Boise ID 83702

Name: Ryan Lee

Served by:

- By deposit in the U.S. Mail 6/15/22 addressed as follows: Boise Chief of Police, 333 N. Mark Stall Place, Boise, ID 83704


Richard Keavy

DECISION MEMORANDUM

**TO: COMMISSIONER ANDERSON
COMMISSIONER CHATBURN
COMMISSIONER HAMMOND
COMMISSION SECRETARY
COMMISSION STAFF
LEGAL**

**FROM: CHRIS BURDIN
DEPUTY ATTORNEY GENERAL**

DATE: JUNE 21, 2022

SUBJECT: RICHARD KEAVY’S APPEAL OF ORDER NO. 35396 TO THE IDAHO SUPREME COURT; IPUC CASE NO. SUP-T-22-01.


On June 14, 2022, Richard Keavy filed a Notice of Appeal from Order No. 35396 in Case No. QWE-T-21-13. The appeal is currently titled “Appellant: Richard Keavy vs. Respondents: Idaho Public Utilities Commission, Idaho Attorney General, Idaho Secretary of State, City of Boise, Boise City Police Department, Idaho State Bar, Lumen Technologies aka CenturyLink/USWest/etal.” Per Idaho Appellate Rule 6, and Idaho Public Utilities Commission Rules of Procedure 343, the agency may, by order, correct the title of an appeal at any time before the agency’s record is lodged with the Idaho Supreme Court.

STAFF RECOMMENDATION

Staff recommends that the Commission issue an order correcting the title of the appeal to “Richard Keavy v. Idaho Public Utilities Commission and Qwest Corporation d/b/a Century Link QC” to more appropriately reflect the parties’ positions on appeal, and to direct the Commission Secretary to file a copy of the order with the Idaho Supreme Court.

COMMISSION DECISION

Does the Commission wish to issue an order correcting the title of the appeal as recommended by Staff, and directing the Commission Secretary to file a copy of the order with the Idaho Supreme Court?



Chris Burdin
Deputy Attorney General

I:\Legal\TELECOM\SUP-T-22-01 Keavy Appeal\SUP-T2201_dec_cb.docx



Idaho Public Utilities Commission

P.O. Box 83720, Boise, ID 83720-0074

Brad Little, Governor

Eric Anderson, President
John Chatburn, Commissioner
John R. Hammond, Jr., Commissioner

June 24, 2022

Via E-Mail and Interagency Mail
supremecourtdocuments@idcourts.net

Melanie Gagnepain
Clerk of the Courts
Supreme Court
451 W. State Street
Boise, Idaho 83720-0101

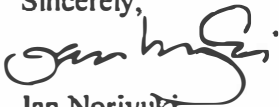
Re: PUC Clerk's Certificate of Appeal
Supreme Court Docket No.: _____-2022

Dear Ms. Gagnepain,

Enclosed for your information and action is the Clerk's Certificate of Appeal from the Idaho Public Utilities Commission. Also enclosed is the Notice of Appeal filed by Richard Keavy on June 14, 2022, and the \$94 filing fee.

I have also enclosed copies of the two PUC Orders appealed from: Final Order No. 35351 and Reconsideration Order No. 35396. I anticipate that the Commission will issue an Order shortening the time on appeal pursuant to Appellate Rule 6.

If you have any questions, please contact me at 334-0338.

Sincerely,

Jan Noriyuki
Commission Secretary

Enclosures
cc: Chris Burdin, Deputy Attorney General
I:\Legal\TELECOM\SUP-T-22-01 Keavy Appeal\SC_CvrLtr_20220624.docx

Notice of Cross-appeal Filed: N/A

Amended Notice of Cross-appeal Filed: N/A

Appellate Fee Paid: \$94.00 (June 15, 2022)

Respondent or Cross-Respondent's Appeal Request for Additional Record Filed: N/A

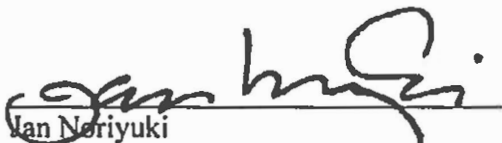
Respondent or Cross-Respondent's Request for Additional Reporter's Transcript Filed:
N/A

Was Agency Reporter's Transcript Requested: No

Estimated Number of Pages: N/A

If so, name of each reporter of whom a transcript has been requested as named below at the address set out below: N/A

Dated this 24th day of June 2022.


Ian Noriyuki
Secretary of the Public Utilities Commission

(SEAL)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT I HAVE THIS 24th DAY OF JUNE 2022, SERVED THE FOREGOING *Clerk's Certificate of Appeal*, in IPUC Case No. QWE-T-21-14, ON THE FOLLOWING PERSONS, AS INDICATED BELOW:

Richard Keavy
11282 W. Glen Ellyn Drive
Boise, ID 83713

- US Mail, postage prepaid, June 27, 2022
- E-Mail to cheapadvice@msn.com

William "Tre" Hendricks
Lumen Technologies/CenturyLink
902 Wasco St., Floor 1
Hood River, OR 87031

- US Mail, postage prepaid, June 27, 2022

Steven R. Thomas
Hawley Troxell
877 W. Main St., Suite 1000
Boise, ID 83702

- US Mail, postage prepaid, June 27, 2022
- E-Mail to sthomas@hawleytroxell.com


Jan Noriyuki
Commission Secretary

Richard Keavy ProSe*
11282 W. Glen Ellyn Drive
Boise, ID 83713
208-322-1383

RECEIVED

JUN 14 AM 11:08

MISSION

IN THE PUBLIC UTILITIES COMMISSION OF THE STATE OF IDAHO

Appellant:
Richard Keavy

vs

Respondents:
Idaho Public Utilities
Commission, Idaho Attorney
General, Idaho Secretary of
State, City of Boise,
Boise City Police Department,
Idaho State Bar,*
Lumen Technologies aka
CenturyLink/USWest/etal.

CASE NO. QWE-T-21-14

NOTICE OF APPEAL

Appellant requests in addition a tort form/means so to include those parties who knowingly suborned, encouraged and provided the vehicles by which the principal party, Lumen, did intentionally break promises and contracts while misleading willing law enforcement authorities and others who purposely ridiculed, jeopardized and obliged against constructive civil discord.

TO: THE ABOVE NAMED RESPONDENTS INCLUDING THE IDAHO PUC, IDAHO ATTORNEY GENERAL, IDAHO SECRETARY OF STATE, CITY OF BOISE, BOISE CITY POLICE DEPARTMENT, PARTY ATTORNEYS MESSRS THOMAS OF HAWLEY TROXELL AND HENDRICKS OF LUMEN, IDAHO STATE BAR, THE CLERK (MS JAN NORIYUKI) AND OTHERS OF THE ABOVE-ENTITLED ADMINISTRATIVE AGENCY.

NOTICE IS HEREBY GIVEN THAT:

1. The above named appellant, Richard Keavy, does appeal against the above-named respondents to the Idaho Supreme Court due to the Idaho Public Utilities Commission final Order #35396 (and other orders/causes) signed the above-entitled proceeding on the 4th day of May 2022, by Honorable three Commissioners presiding at that time. Notice was posted 5/5/22.
2. Appellant has a right to appeal to the Idaho Supreme Court, and the judgments or orders described in paragraph 1 above are appealable orders under and pursuant to Rule [e.g. (11(a)(2)) or (12(a))] I.A.R.

3. A preliminary statement of the issues on appeal which the appellant has outlined above under the title NOTICE OF APPEAL intends to assert in the appeal; provided, any such list of issues on appeal shall not prevent the appellant from asserting other issues on appeal.

4. I certify that:

(5) Appellant will pay appellate filing fee promptly upon advice that it is due.

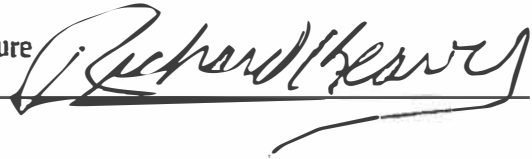
(6) Service is under way to all parties required to be served pursuant to Rule 20 Idaho Code and § 67-1401(1).

(7) Appellant has been and continues the process of attempting to secure* legal counsel to manage the detail appropriately and respectfully before the Court.

(8) Appellant was generally instructed by the PUC Secretary system that it would determine what information it wants the Court to see and would provide that information directly to the court upon receipt of this initial appeal endeavor.

DATED THIS 14th day of June, 2022.

Appellant Signature



State of Idaho)

County of ADA)

I Richard Keavy, being sworn, deposes and says: I am the appellant in the above-entitled appeal and that all statements in this notice of appeal are true and correct to the best of my knowledge and belief.



Signature of Appellant

Subscribed and Sworn to before me this 14th day of June, 2022.

CERTIFICATE OF SERVICE

I certify that I served true and accurate copies of the foregoing Appeal to the Idaho Supreme Court of the Idaho Public Utilities Commission Case #QWE-T-21-14 on the following persons, as indicated below:

Name: Jan Noriyuki, Commission Secretary, Idaho Public Utilities Commission

Served by:

- Hand-delivery to 11331 W. Chinden Blvd, Bldg 8, Boise, ID 83714 on 6/14/22
- Deposit in the designated courthouse mailbox
- By deposit in the U.S. Mail addressed as follows:

Name: Clerk of the Idaho Supreme Court of Appeals

Served by:

- Hand-Delivery to 451 W. State, Boise, ID 83702 on 6/14/22
- Deposit in the designated courthouse mailbox
- By deposit in the U.S. Mail addressed as follows:

Name: William "Tre" Hendricks, Lumen Technologies/CenturyLink

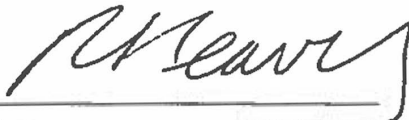
Served by:

- Hand-delivery
- Deposit in the designated courthouse mailbox
- By deposit in the U.S. Mail 6/15/22 addressed as follows: William Hendricks, Lumen Technologies/CenturyLink 902 WASC0 Street, Floor 1, Hood River, OR 87031

Name: Steven R. Thomas, Hawley Troxell Ennis & Hawley, LLP

Served by:

- Hand-delivery
- Deposit in the designated courthouse mailbox
- By deposit in the U.S. Mail 6/15/22 addressed as follows: 877 W. Main Street, Suite 1000, Boise, ID 83702



Richard Keavy

CERTIFICATE OF SERVICE

I certify that I served true and accurate copies of the foregoing Appeal to the Idaho Supreme Court of the Idaho Public Utilities Commission Case #QWE-T-21-14 on the following persons, as indicated below:

Name: Lawrence Wasden

Served by:

- Hand-delivery
- Deposit in the designated courthouse mailbox
- By deposit in the U.S. Mail 6/15/22 addressed as follows: Attorney General Lawrence Wasden, 700 W. Jefferson, Boise, Id 83702

Name: Lawrence Denney

Served by:

- Hand-Delivery to
- Deposit in the designated courthouse mailbox
- By deposit in the U.S. Mail 6/15/22 addressed as follows: Secretary of State, 450 N. 4th, Boise, ID 83702

Name: Bradley Andrews

Served by:

- By deposit in the U.S. Mail 6/15/22 addressed as follows: Bar Counsel, 525 W. Jefferson, Boise, ID 83702

Name: Lauren McLean


Served by:

- By deposit in the U.S. Mail 6/15/22 addressed as follows: Mayor McLean, 150 N. Main, Boise ID 83702

Name: Ryan Lee

Served by:

- By deposit in the U.S. Mail 6/15/22 addressed as follows: Boise Chief of Police, 333 N. Mark Stall Place, Boise, ID 83704



Richard Keavy

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF RICHARD KEAVY'S) CASE NO. QWE-T-21-14
FORMAL COMPLAINT AGAINST QWEST)
CORPORATION)
) ORDER NO. 35351
)
)
)

On December 2, 2021, Richard Keavy filed a Formal Complaint (“Complaint”) against Qwest Corporation d/b/a/ CenturyLink (QWE) (“Company”). Mr. Keavy was unsatisfied with the outcome of the informal procedures to resolve his informal complaint and requested that the Commission open a formal complaint against the Company.

At the December 20, 2021, Decision Meeting, the Commission accepted Mr. Keavy’s Complaint. On January 12, 2022, the Commission mailed a Summons and copy of Mr. Keavy’s Complaint to the Company via certified mail. *See Certified Mail Receipt*. On February 28, 2022, after the Commission allowed additional time for the Company to respond,¹ a response was filed to Mr. Keavy’s Complaint. *See Response to Complaint*.

Having reviewed the record in this case, the Commission now issues this final Order dismissing the Formal Complaint for reasons explained below.

FACTUAL SUMMARY

1. The Complaint

Mr. Keavy complained that the Company failed to follow through on providing a quality form of service related to “Call-Trace.”² Mr. Keavy alleged that through utilizing the Call Trace system, he formed a contract with the Company wherein the Company was obligated to provide him with the results of each *57 attempt that Mr. Keavy performed. *See generally Keavy Complaint* at 1. Mr. Keavy alleged that the Company failed to perform its obligations in an acceptable manner. *Id.*

2. The Company’s Response

The Company defines the “Call Trace” system as follows:

¹ See Order No. 35329

² Call Trace is a system which allows a customer to dial *57 so that the called party can initiate an automatic trace of the last call received. *See Company Response* at 2.

Call Trace. Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a pay per use basis only. After receiving the call which is to be traced, the customer dials a code and the traced telephone number is automatically sent to the Company for further action. The customer originating the trace will not receive the traced telephone number. *The results of a trace will be furnished only to legally constituted law enforcement agencies or authorities upon proper request by them.* Manual Trap and Trace is available where facilities permit.³

Company Response at 2.

The Company stated that Call Trace was not intended to stop untoward telemarketers from making calls, but rather, to provide law enforcement with an ability to address crimes against persons and property. *Id.* at 2-3. The Company stated that its contractual obligation is to provide the call information gathered from the call trace to law enforcement pursuant to a subpoena—not by Mr. Keavy’s request. *Id.* at 3.

The Company argued that the Commission “does not adjudicate contract disputes unrelated to its primary jurisdiction.” *Id.* The Company stated that Call Trace is a discretionary service; it is not a basic local exchange service as governed by *Idaho Code* § 62-605. *Id.* at 4. The Company stated that discretionary services are non-regulated services; thus, Mr. Keavy failed to state a claim by which the Commission could grant relief. *Id.* The Company asserted that it provided the service consistent with its contractual terms of service, it did not violate any statute or rule in providing that service, and it properly advised Mr. Keavy of those terms. *Id.*

The Company requested that the Commission (1) find that the Company has not violated any statute or Commission Rule; (2) dismiss the Complaint; and (3) find that the Call Trace service is discretionary that the Company is not required to continue providing—or—in the alternative, authorize the Company to discontinue providing the service to Mr. Keavy. *Id.* at 6.

COMMISSION FINDINGS AND DECISION

The Idaho Public Utilities Commission exercises **limited jurisdiction** and has no authority other than that expressly granted to it by the legislature. *Washington Water Power Co. v. Kootenai*, 99 Idaho 875, 591 P.2d 122 (1979). This Commission has no authority under Idaho law to adjudicate the dispute between Mr. Keavy and the Company. The Company is a telephone corporation as defined in *Idaho Code* § 61-121 but is exempt from the requirements of Title 61

³ CenturyLink Idaho Catalog, Section 5.4.3.A. (https://www.centurylink.com/tariffVsid_gc_ens_c_no_1.pdf).

public utilities laws.⁴ *See generally Idaho Code* §§ 62-604 and 62-605. For telephone corporations under the jurisdiction of Title 62 Idaho Code § 62-605(b) provides:

The commission shall have the continuing authority to determine the noneconomic regulatory requirements relating to basic local exchange service for all telephone corporations providing basic local exchange service including, but not limited to, such matters as service quality standards, provision of access to carriers providing message telecommunication service, filing of price lists, customer notice and customer relation rules, and billing practices and procedures, which requirements shall be technologically and competitively neutral.

Idaho Code § 62-603(1) defines basic local exchange service as:

[T]he provision of access lines to residential and small business customers with the associated transmission of two-way interactive switched voice communication within a local exchange calling area.⁵

The Commission finds that “Call Trace” does not constitute a basic local exchange service; therefore, the Commission has no regulatory authority over such service. Accordingly, the Commission declines to adjudicate the dispute between Mr. Keavy and the Company.

ORDER

IT IS HEREBY ORDERED that Mr. Keavy’s Complaint is dismissed.

THIS IS A FINAL ORDER. Any person interested in this Order may petition for reconsideration within twenty-one (21) days of the service date of this Order with regard to any matter decided in this Order. Within seven (7) days after any person has petitioned for reconsideration, any other person may cross-petition for reconsideration. *See Idaho Code* § 61-626.

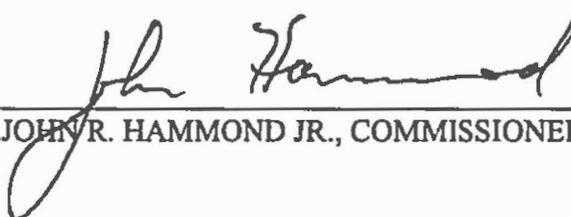
⁴ The Company removed its basic local exchange service from Title 61 regulation in July 2005. Notice of Election, Case No. QWE-T-05-13 (July 14, 2005).

⁵ *See also Idaho Code* § 62-603(13) (“‘Telecommunication service’ means the transmission of two-way interactive switched signs, signals. . . “

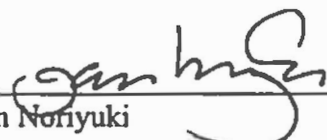
DONE by Order of the Idaho Public Utilities Commission at Boise, Idaho this 22nd day of March 2022.


ERIC ANDERSON, PRESIDENT


JOHN CHATBURN, COMMISSIONER


JOHN R. HAMMOND JR., COMMISSIONER

ATTEST:


Jan Noriyuki
Commission Secretary

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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF RICHARD KEAVY'S) CASE NO. QWE-T-21-14
FORMAL COMPLAINT AGAINST QWEST)
CORPORATION D/B/A/ CENTURYLINK)
) ORDER NO. 35396
)
)
)

On December 2, 2021, Richard Keavy filed a Formal Complaint against Qwest Corporation d/b/a/ CenturyLink QC ("Company"). Mr. Keavy claimed that the Company failed in its contractual obligations to him when he used the Company's Call Trace¹ (*57) system. Following formal proceedings, on March 22, 2022, the Commission entered its Final Order No. 35351 ("Final Order") dismissing the Complaint for lack of jurisdiction. The Final Order provides:

The Idaho Public Utilities Commission exercises **limited jurisdiction** and has no authority other than that expressly granted to it by the legislature. *Washington Water Power Co. v. Kootenai*, 99 Idaho 875, 591 P.2d 122 (1979). This Commission has no authority under Idaho law to adjudicate the dispute between Mr. Keavy and the Company. The Company is a telephone corporation as defined in *Idaho Code* § 61-121 but is exempt from the requirements of Title 61 public utilities laws. *See generally Idaho Code* §§ 62-604 and 62-605. For telephone corporations under the jurisdiction of Title 62 Idaho Code § 62-605(b) provides:

The commission shall have the continuing authority to determine the noneconomic regulatory requirements relating to basic local exchange service for all telephone corporations providing basic local exchange service including, but not limited to, such matters as service quality standards, provision of access to carriers providing message telecommunication service, filing of price lists, customer notice and customer relation rules, and billing practices and procedures, which requirements shall be technologically and competitively neutral.

Idaho Code § 62-603(1) defines basic local exchange service as:

[T]he provision of access lines to residential and small business customers with the associated transmission of two-way interactive switched voice communication within a local exchange calling area.

¹ Call Trace allows a customer to dial *57 to initiate an automatic trace of the last call received. *See Company Response* at 2.

The Commission finds that “Call Trace” does not constitute a basic local exchange service; therefore, the Commission has no regulatory authority over such service. Accordingly, the Commission declines to adjudicate the dispute between Mr. Keavy and the Company.

Order No. 35351 (footnotes omitted).

Pursuant to *Idaho Code* § 61-626 and Rule 331, IDAPA 31.01.01.331, interested persons were given twenty-one (21) days following entry of the Final Order in which to petition for clarification and/or reconsideration. On April 12, 2022, Mr. Keavy emailed the Commission Secretary and Commission counsel a correspondence titled: “Motion for Reconsideration of ‘closed’ Case #QWE-T-21-14 on 4/12/2022.” The Company was not included as a recipient of the email.

Having reviewed the record, the arguments of the parties, and all submitted materials, the Commission denies Mr. Keavy’s “Motion for Reconsideration” (“Petition”).

COMMISSION FINDINGS AND DECISION

The Commission finds that Mr. Keavy’s Petition does not meet the substantive nor procedural requirements for a petition for reconsideration. Rule 331.01 provides:

Petitions for reconsideration must set forth specifically the ground or grounds why the petitioner contends that the order or any issue decided in the order is *unreasonable, unlawful, erroneous or not in conformity with the law*, and a statement of the nature and quantity of evidence or argument the petitioner will offer if reconsideration is granted.

IDAPA 31.01.01.331.01 (emphasis added). In the Petition, Mr. Keavy does not set forth any specific grounds for reconsideration concerning the Commission’s jurisdiction, nor does he indicate the nature and quantity of evidence he would offer to show the Commission’s Final Order was “unreasonable, unlawful, erroneous[,] or not in conformity with the law.” *Id.* Rule 331.03 provides that “the petition . . . must state whether the petitioner . . . requests reconsideration by evidentiary hearing, written briefs, comments, or interrogatories.” IDAPA 31.01.01.331.03. The Petition does not contain a request for an evidentiary hearing, written briefing, additional comments, nor a request for interrogatories.

Additionally, the Commission finds that the Petition was not properly served on all parties. Pursuant to Rule 63, “[a]ll [petitions] . . . must be served upon the representatives of every party of record concurrently with filing with the Commission Secretary.” IDAPA 31.01.01.063.01. Similarly, Rule 64 provides that “[e]very document that is filed with the Commission and intended to be part of the record for decision must be attached to or

accompanied by proof of service . . .” IDAPA 31.01.01.064. The Commission finds that Mr. Keavy failed to serve his Petition on all parties or provide the Commission with proof of service.


Pursuant to Rule 332, “[g]rounds for reconsideration or issues on reconsideration that are not supported by specific explanation may be dismissed.” IDAPA 31.01.01.332. Further, Rule 65 provides that “[d]efective, insufficient or late pleadings may be returned or dismissed . . .” IDAPA 31.01.01.065. Based upon the Petition’s lack of specific grounds for reconsideration, supporting argument, and proper service, the Commission denies the Petition.

ORDER

IT IS HEREBY ORDERED that the Petition for Reconsideration is denied.

THIS IS A FINAL ORDER DENYING RECONSIDERATION. Any party aggrieved by this Order or other final or interlocutory Orders previously issued in this case may appeal to the Supreme Court of Idaho pursuant to the Public Utilities Law and the Idaho Appellate Rules. *See Idaho Code* § 61-627.

DONE by Order of the Idaho Public Utilities Commission at Boise, Idaho this 4th day of May 2022.



ERIC ANDERSON, PRESIDENT



JOHN CHATBURN, COMMISSIONER



JOHN R. HAMMOND JR., COMMISSIONER

ATTEST:



Commission Secretary

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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

**IN THE MATTER OF RICHARD KEAVY'S)
FORMAL COMPLAINT AGAINST QWEST) CASE NO. QWE-T-21-14
CORPORATION D/B/A/ CENTURYLINK)
) NOTICE OF PARTIES
)
)
)
)**

YOU ARE HEREBY NOTIFIED that the following are parties to this proceeding. Unless otherwise notified, service in this matter need be made only upon and to the following parties and their representatives at the addresses given below:

**RICHARD KEAVY:
(Exhibit Nos. 1-100)**

Mr. Richard Keavy
11282 Glen Ellyn
Boise, ID 83713
E-mail: cheapadvice@msn.com

**QWEST CORPORATION DBA
CENTURYLINK COMMUNICATIONS, LLC:
(Exhibit Nos. 101-200)**

William "Tre" Hendricks, Esq.
Associate General Counsel
Lumen Technologies
902 WASCOS Street, Floor 1
Hood River, OR 87031
E-mail: tre.hendricks@lumen.com

Stephen R. Thomas, Esq.
Hawley Troxell Ennis & Hawley LLP
877 W. Main St., Suite 1000
Boise, ID 83702
E-mail: stthomas@hawleytroxell.com

COMMISSION STAFF:
(Exhibit Nos. 201-300)

Chris Burdin
Deputy Attorney General
Idaho Public Utilities Commission
11331 W. Chinden Blvd., Bldg. No. 8,
Suite 201-A (83714)
PO Box 83720
Boise, ID 83720-0074
E-mail: chris.burdin@puc.idaho.gov

YOU ARE FURTHER NOTIFIED that all testimony and exhibits in Case No. QWE-T-21-14 must comport with the requirements of Rule 231 and 267 of the Commission's Rules of Procedure. IDAPA 31.01.01.231 and 267.

YOU ARE FURTHER NOTIFIED that service of discovery, testimony, and exhibits among the parties is to be accomplished by electronic mail to the email addresses reflected above pursuant to Rule 63. IDAPA 31.01.01.063.

YOU ARE FURTHER NOTIFIED that when filing discovery with the Commission, the parties shall provide either an original and three copies, or an electronic copy to the Commission Secretary per Rule 61. IDAPA 31.01.01.061.02.

DATED at Boise, Idaho this 8th day of July, 2022.


Jan Noriyuki

Commission |Secretary

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

RICHARD KEAVY)	
)	Idaho Supreme Court
Appellant.)	Docket No. 49844-2022
)	
v.)	
IDAHO PUBLIC UTILITIES)	IPUC CASE NOS. QWE-T-21-14
COMMISSION and QWEST)	SUP-T-22-01
CORPORATION d/b/a CENTURY LINK)	
COMMUNICATIONS LLC)	
)	IPUC ORDER NO. 35459
Respondents on Appeal.)	
)	

On June 14, 2022, Richard Keavy filed a Notice of Appeal from Order No. 35396 in Case No. QWE-T-21-14. The appeal was titled “Appellant: Richard Keavy vs. Respondents: Idaho Public Utilities Commission, Idaho Attorney General, Idaho Secretary of State, City of Boise, Boise City Police Department, Idaho State Bar, Lumen Technologies aka CenturyLink/USWest/etal.”

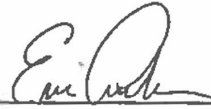
Pursuant to Idaho Appellate Rule 6, and Idaho Public Utilities Commission Rules of Procedure 343, the agency may, by order, correct the title of an appeal at any time before the agency’s record is lodged with the Idaho Supreme Court. Having considered the record in this case, the Commission finds that an amendment to the title is necessary to appropriately reflect the positions of the parties on appeal.

ORDER

IT IS HEREBY ORDERED that the title of the appeal in this matter shall be corrected as reflected above to show Richard Keavy as Appellant, and the Idaho Public Utilities Commission and Qwest Corporation d/b/a Century Link Communications LLC as Respondents on Appeal.

IT IS FURTHER ORDERED that the Commission Secretary shall file a copy of this Order changing the title of the appeal with the Idaho Supreme Court.

DONE by Order of the Idaho Public Utilities Commission at Boise, Idaho this 12th day of July 2022.



ERIC ANDERSON, PRESIDENT




JOHN CHATBURN, COMMISSIONER



JOHN R. HAMMOND JR., COMMISSIONER

ATTEST:



Jan Noriyuki
Commission Secretary

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CERTIFICATE OF SERVICE
OF PROPOSED AGENCY RECORD ON APPEAL

I HEREBY CERTIFY that I served the foregoing *Proposed Agency Record on Appeal*, in Supreme Court Docket No. 49844-2022, by forwarding a copy thereof, to the following, on the date indicated via the manner indicated:

Appellant, *pro se*

Richard Keavy
11282 W. Glen Ellyn Dr.
Boise, ID 83713

✓ 8/15/2022 via Hand Delivery –
Appellant picked up a preprinted hard
copy from the IPUC

**Attorneys for Respondent on Appeal
Qwest Corporation d/b/a CenturyLink
Communications, LLC**

Stephen R. Thomas
Hawley Troxell Ennis & Hawley LLP
877 W. Main St., Suite 1000
P.O. Box 1617
Boise, ID 83701-1617

✓ 8/16/2022 via email sthomas@hawleytroxell.com

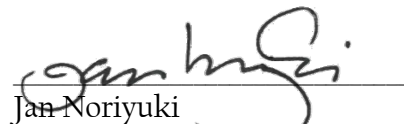
William “Tre” Hendricks
Associate General Counsel
Lumen Technologies
902 Wasco Street, Floor 1
Hood River, OR 87031

✓ 8/16/2022 via email tre.hendricks@lumen.com

**Attorney for Respondent on Appeal
Idaho Public Utilities Commission**

Chris Burdin
Deputy Attorney General
Idaho Public Utilities Commission
11331 W. Chinden Blvd.
Building 8, Suite 201-A
Boise, Idaho 83714

✓ 8/16/2022 via email
chris.burdin@puc.idaho.gov


Jan Noriyuki
Commission Secretary