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BEFORE THE ARIZONA CORPORATION COMMISSION

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SUSAN BITTER SMITH

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Commissioner

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Commissioner

Arizona Corporation Commission

DOCKETED

MAR 20 2015

AZ CORP COMMISSION
DOCKET CONTROL

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DOCKETED BY 

LORI S. DANIELS

Complainant

DOCKET NO. T-01051B-14-0389

v.

QWEST CORPORATION d/b/a/

CENTURLINK QC,

Respondent

OBJECTION TO WRITTEN

TESTIMONY SUBMITTED BY

QWEST CORPORATION d/b/a/

CENTURLINK QC

Lori S. Daniels objects to certain statements presented in written testimony filed by Qwest Corporation d/b/a/ CenturyLink and submitted by Norman G. Curtright.

Respectfully submitted:


Lori S. Daniels

3-19-15
Date

Objections to CenturyLink QC's Notice of Filing Direct Testimony

I respectfully object to the written testimony of Mr. Reed Peterson and Ms. Carolyn Brown as follows:

- 1) I object to Mr. Reed Peterson's written recommendation that this complaint should be dismissed and no additional compensation be received. (Page 16 of 16, lines 17 through 19) CenturyLink has already reconciled some of their wrongdoing by providing partial compensation for the unnecessary charges for my requested service. Additionally, CenturyLink must also concur that additional compensation is warranted because two additional offers for compensation have been made:
 - One offer was for \$2,000 to settle differences before the formal complaint was filed. (Exhibit 4 of the original filing)
 - The second offer was made to me after the procedural hearing and was for advertising in lieu of cash.

- 2) I object to Mr. Peterson's written testimony that since my account shows a breakdown of charges that I should then know these charges constitute "Foreign Central Office" services; when, in fact, that term was never used to explain the service to me. (Pages 6 and 7 of 16)
 - His written testimony admits that the "*exact term 'foreign central office' does not appear on the bill.*" (Page 7 of 16, line 13).
 - Additionally, by his own admission he readily admits "*that it is common for our customer service representatives to discuss services with customer in non-technical terms, avoiding telco [sic] jargon.*" (Page 6 of 16, lines 8 through 10)

- 3) Mr. Peterson assumes in his written testimony that the terminology used on the bill for charges related to keeping my number is not misleading in relation to the letter(s) allegedly sent in 2001 to Foreign Central Office (FCO) customers. (Page 9 of 16, lines 9 through 22)
 - The main issue of the complaint is that I was not aware of the term FCO and how it related to my bill or required service. It would have been very simple to have a letter to customers that clearly states that I subscribe to a service called FCO that allows you to re-route your current phone number into your new office. The letter could have simply stated that the service is no longer necessary since CenturyLink now has the capability of providing service under new technology called Location Number Portability (LPN). I believe they did not provide simple explanations of terms in order to mislead the customer and retain more revenue under the existing system.

- Since they chose not to clearly explain their “telco jargon”, I would not know that any correspondence related to FCO and optional services would apply to my bill. As stated, I’m well aware that I asked for a service that would provide keeping the same number when I moved my office. What was never conveyed to me is that the delineation of certain charges on my bill are referred to as “FCO” charges.
 - The assumption that the term “FCO” should be commonly known by customers is absurd. As Mr. Peterson states, it is buried in the technical descriptions filed under tariffs required by federal and state law and posted on required websites. (Page 9 of 16, lines 23 through 26 and Page 10 of 16, lines 1 through 5) As I previously stated - and have shown through my exhibits - this term is not common and *not* defined in statute or rule.
- 4) I object to the written testimony of Mr. Reed Peterson that assumes I actually received all three of the letters that were submitted as evidence. (Page 13 of 16, line 5 through 24 and page 14 of 16, lines 1 through 10). I also object to the written testimony of Ms. Carolyn Brown that concludes that multiple letters were sent to customers who subscribed to FCO services. (Page 6 of 6, lines 5 and 6). They offer no proof that these letters were actually sent to each customer. I remember receiving one of the letters. In that letter (June 22, 2001) it states “Qwest has exciting news for customers using Foreign Central Office Services.” Since this term is not used to explain any of my service charges, I did not contact Qwest for further information.
- I fully understand the common meaning of “foreign” which is defined in the Merriam-Webster Dictionary as an adjective “for a location outside a particular place or country and especially outside your own country; relating to or dealing with other nations.” Since Arizona is a border state, I deducted that this notice was sent to apply to those customers who have some type of phone service outside of Arizona or outside of the United States. I do not recall receiving any other letter.
 - The letter that was submitted as evidence dated June 18, 2001 with “Final Notice” across the top specifically refers to the Tucson metro area. I would not have received this particular letter.
- 5) I object to the written testimony of Mr. Reed Peterson that the statute of limitations does not apply. (Page 10 of 16, lines 15 and 16). By using terminology that consumers do not understand they are deliberately misleading customers, including myself. As stated in my previous response, this is a clear violation of ARS 13-2202.A.5 (deceptive business practices). Therefore, ARS 40-248.A applies which allows the Commission to order that a corporation make reparation to the complainant with interest at the legal rate from the date of collection.

6) I object to the written testimony of Carolyn Brown that Sharon Bishop could not determine when the implementation of Location Number Portability (LNP) occurred. (Page 3 of 6, lines 12 through 22 and Page 4 of 6, lines, 1 and 2).

- Ms. Brown states that neither Sharon Bishop nor any other employee involved in the implementation process would have had access to any information relating to an event that happened that long ago. However, it is evident from her testimony that even without retention records, information is available on the general dates of implementation.
- Once I filed a formal complaint, the information became readily available on when LNP began. This is documented in the Exhibits provided by Qwest/CenturyLink (example letters to customers) and in the testimony of Ms. Carolyn Brown (Page 4 of 6, lines 8 through 10).
- I specifically asked Ms. Bishop to research this issue and respond to me. After several weeks, she did respond and stated that CenturyLink had no way of knowing when this occurred. If she had honestly researched this issue, she would have known that this occurred back in 1999. Therefore, I conclude she was either deliberately giving me incorrect information or covering for her lack of research into this matter.

7) I object to the written testimony of Mr. Reed Peterson that the charges for the services that are related to the FCO services since September of 2001 are not excessive. (Page 10 of 16, lines 6 through 18) I believe it is fair to say that approximately 19 – 24% of a monthly bill's charges are a significant portion of the bill, and therefore constitute "excessive". My assumptions for excessive are not only based on what I believe I was overcharged, but also on the figures provided by Qwest/CenturyLink.

Using their own calculations (Page 11 of 16, lines 17 through 19), and based on my average bill of \$332.88 per month, the FCO charges constitute the following:

June 1, 2001 – May 1, 2006 - \$62.75:	18.8% of the monthly bill
May 1, 2006 – April 1, 2007 - \$73.00:	21.9% of the monthly bill
April 1, 2007 – September 1, 2013 - \$80.25:	24.1% of the monthly bill

The Exhibit (RP-5) submitted with the written testimony shows Qwest/CenturyLink total calculations for this time period and the charges in question are \$10,865.69 (without any interest charges). While this amount may not seem excessive to such a large corporation, it is definitely an excessive amount to my small business operation.

Summary:

My objections to the written testimony provided by Qwest/CenturyLink clearly demonstrate how this corporation misled me in order to overcharge for services that were no longer needed or obsolete. Their admission of wrongdoing is evident when

attempts were made to give me further compensation. There was a settlement offered proposed to me for \$2,000. (Exhibit 4 in the original filing) In addition, CenturyLink's attorney, Norman G. Curtwright, contacted me after our procedural hearing in January to offer a settlement of free advertising in place of a cash offering. I rejected both offers.

I would respectfully ask that the motion and recommendation to dismiss this complaint be rejected and that compensation be provided to include not only the billed amounts, but also any fees, taxes or other charges associated with this service and appropriate interest amounts.