

# Consider It Done<sup>SM</sup>

March 20, 2004

State of Washington  
Utilities and Transportation Commission  
**ATTN: CAROL WASHBURN**  
P.O. Box 47250  
Olympia WA 98504-7250

RECEIVED  
RECORDS MANAGEMENT  
04 MAR 22 AM 8:49  
STATE OF WASH.  
UTIL. AND TRANSP.  
COMMISSION

**RE: Verizon Northwest, Formal Complaint**

Dear Ms. Washburn:

Attached please find the above-noted Formal Complaint (including six Exhibits) and a cover letter (which the Complaint incorporates by reference). Per my phone discussion on Thursday with Kathryn in WUTC's Records Center, I wish to request exemption from the multiple-copies requirement of WAC 480-09-120(1)(b).

The last version of the rules, which the Consumer Division sent me some time ago, specifies 19 copies. Kathryn says that the current requirement is 12. In any case, I would like to avail myself of the opportunity, spelled out in Subsection(i) of the rule: "Parties. . . should ask the commission records center or the presiding officer whether fewer copies may be required in a given case. If the required number of copies would be a hardship, a party may describe the hardship and request exemption. . . ."

The hardship I claim is purely financial. Whether 19 or 12 sets, photocopying such numbers would present a burden, given my current limited income (despite the fact that the body of my Complaint is well below the 60-page limit). I would be happy to submit any required documentation, e.g., a copy of my 2003 Form 1040. Conversely, if my request is denied, I will submit the balance of the required copies as soon as I am so notified. Thank you.

Sincerely,



Jeffrey D. Glick, Complainant (for Consider It Done, Ltd)

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**Before the Washington Utilities and Transportation Commission**

In the Matter of the )  
 Formal Complaint of )  
 )  
 Jeffrey D. Glick )  
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 v. )  
 )  
 Verizon Northwest )  
 )  
 )  
 seeking )  
 compensatory relief, )  
 an order to show cause )  
 and administrative penalties )

Complainant's  
 Petition For  
 Administrative Relief

RECEIVED  
 RECORDS MANAGEMENT  
 04 MAR 22 AM 8:49  
 STATE OF WASHINGTON  
 UTIL. AND TRANSPORTATION  
 COMMISSION

1. I am the Complainant, Jeffrey D. Glick, residing at [REDACTED]. I have, since the fall of 1994, operated a small home-based business called Consider It Done (incorporated c. May, 1998). I had previously been a member in good standing of the Washington State Bar Association, having practiced law as a "public interest" attorney (most recently representing plaintiffs in wrongful discharge and unemployment compensation cases). I always considered myself, and still do consider myself, a would-be champion of the underdog (especially consumers).
2. I rely upon WAC 480-120-165, WAC 480-120-019, and WAC 480-120-161 (7)(b); RCW 62A.2-315; and the following sections of Verizon Northwest's tariff WN U-17: Section 2, 2nd Revised Sheet 29; Section 4, 1st Revised Sheet 4; Section 6, 4th Revised Sheet 3.5. Application of RCW 80.04.380 and RCW 80.04.405 may also be appropriate.
3. This Complaint also incorporates by reference my cover letter, filed along with this Complaint, and bearing the same date as the Complaint.
4. On or about November 4, 1999, I moved from Seattle, a Qwest "territory" for local telephone service, to Bellevue, then a GTE "territory". I first contacted GTE (hereafter "the Company"), to establish new residential and business accounts, on or about October 26, 1999. Because of the importance of reliable phone service to the success of my five-year-old business -- and because of several years of poor business service *and* poor residential service from Qwest -- I posed numerous detailed questions to a GTE sales agent named Brooke, in an effort to determine the most appropriate and cost-effective services and features, and to avoid misunderstandings or errors in my orders. To

- that end, I asked that a printed summary of plans and features I'd selected, and their prices, be sent to me prior to finalization of the orders. Brooke and other GTE staff stated that this was no problem; however, no summary was forthcoming, absent my persistence. When finally faxed to me, the summary was incomplete in material respects.
5. In accordance with the information from GTE staff, I then finalized my orders for service. (Order Nos. C-4596198, I-4560572 and/or I-4546870, for business phone nos. [REDACTED], [REDACTED] and residential number [REDACTED] (For a part of the 22-month period here in dispute, I advertised and received calls via the aforementioned "800" number -- linked to the "5144" number -- which I had "ported" to Verizon from Qwest. That number was itemized and priced separately on my business' phone bills.)
  6. Unfortunately, Brooke had in several instances given me erroneous information, and withheld relevant details -- with the result that my total monthly charges (residential and business) was higher than I'd been led to expect. For example, although I originally ordered metered local calling on my business line, no one told me that per-minute charges would even apply to *incoming* calls that were *forwarded* to my voice mail. . . and that such calls were deemed, and billed as, both *incoming and "outgoing"* calls (just as though I had dialed out to the callers). (As a solution, I eventually switched certain features and/or plans from my residential line to my business line, and vice versa.) I tersely expressed my dissatisfaction with the chain of errors and omissions -- and insisted upon, and received, the assistance of a supervisor in GTE's Business Sales Center (Gretchen Paylor) in finalizing changes to my orders. (On 10/28/99, Ms. Paylor sent me the long-awaited *correct and complete* summary of business services ordered, and their prices.)
  7. At some point, I had complained to a gentleman named Mr. Salinas about Brooke's unsatisfactory handling of my orders; at my request, he identified his superior, a GTE manager named Marian Gallentine. She became involved in troubleshooting my orders; unfortunately, I don't recall the date.
  8. Once my service was underway (c. 11/4/99), with all confusion apparently cleared up, further errors came to light. For instance, the Company failed to implement the *type* of call-forwarding feature that I had ordered (leaving me without the option to *answer* some calls if I chose). This resulted, in part, from inconsistent and confusing terminology used by Sales and Repair staff, and an unclear "Calling Services User Guide" provided by the Company. (One helpful supervisor in Repairs agreed with my observations in this regard.)
  9. A crucial component of my business phone service has always been effective forwarding of calls; to that end, I had ordered a "Busy/No

Answer" feature, whereby unanswered incoming calls would route to my existing voice-mail service. (My company has used a voice mail and paging service, provided by the third-party company Arch Wireless, for several years.) Whenever my business line was busy -- or I either could not or chose not to answer a given incoming call -- the unanswered/unanswerable call was supposed to forward to a number of my choosing (in this case, the existing voice-mail number assigned me by Arch.) After GTE's Repair division informed me that the Company had failed to install the version of forwarding that I had ordered (per the advice of Brooke and others), the correct version was activated.

10. **In early September, 2001** -- some *22 months* following initiation of my phone service with the Company -- I was at home and chose not to answer an incoming call to my business line. After 2 or 3 rings, it properly forwarded to my voice mail service. Less than a minute later, a second call came in, and I was puzzled when, instead of again hearing only 2 or 3 rings, **I heard numerous rings (indicating that the call had not forwarded)**. Coincidentally, later that day one of my regular clients told me that, when she'd called my business number earlier in the day, she had heard "endless" rings (rather than a busy signal or connection to my voice mail).
11. Subsequent discussion with the Company's Repair division revealed that the "endless" rings, with neither forwarding nor a busy signal, were the result of one caller phoning in while a previous caller was still engaging the system by utilizing my voice mail. In other words, it was *the normal operation of the forwarding feature I'd been sold* -- the unavoidable outcome of simultaneous or overlapping calls, *given the existence of only one "pathway" in that forwarding feature*. (My voice mail service -- like any good voice mail system -- has always been able to accommodate up to five simultaneous or overlapping incoming calls. **Unfortunately, the undisclosed limitations of the forwarding feature GTE had sold me rendered that capacity meaningless.**)
12. **To my great annoyance, none of the the Company staff that had worked with me as a new customer -- Sales staff, Repair staff or manager Paylor -- had informed me of the existence of "pathways", much less the limitations of the forwarding feature I'd chosen.** I therefore planned to seek suitable compensation; however, my immediate first priority had to be eliminating the "lost callers" problem. Toward that end, I reviewed several options -- including the possibility of switching to the Company's own voice mail service. I therefore requested prompt information about that service from one Darcie Cooper in Verizon's Customer Relations, who initially had expressed sympathy with my problem. **(She professed to agree with me when I pointed out**

that it's not good for a business to have potential new customers hear endless ringing -- with no answer, no recorded message, or even a busy signal forthcoming -- during normal business hours.)

13. Ms. Cooper was slow to fax me information about the Company's voice mail and paging services; she took several days to respond to my request. I voiced my dissatisfaction with the delay (probably to her supervisor, Marian Gallentine).
14. I attempted to voice my desire for credit or compensation to Ms. Cooper. After placing me on hold (during which she consulted Ms. Gallentine), Ms. Cooper returned with an offer of compensation that I considered unacceptable: a mere credit of \$1.50 per month for the period in question, totalling about \$36 (the charge for the call forwarding feature). I asked two questions, in order to properly escalate my complaint, and to make the case for greater compensation: (a) the name of the person to whom manager Marian Gallentine (her boss) reported; and (b) how to reach Verizon's Claims department. Ms. Cooper simply said, "We're not going to have this discussion". When I attempted to reiterate my questions, she hung up on me.
15. I had asked for Ms. *Gallentine's* superior, because I had forgotten that it was Business Sales supervisor *Gretchen Paylor*, not Ms. Gallentine, who had ultimately finalized my Fall 1999 orders for service. Because of that inaccurate recollection, I felt that Ms. Gallentine shared the blame for the withholding of critical Call Forwarding information from me when I was a new customer. (I therefore believed that she could not respond objectively to my complaint, or fairly respond to my request for additional compensation. I later apologized to Ms. Gallentine, in writing, for that inaccurate recollection; see further, *infra*. However, I also pointed out that my error in that regard did not, and does not, excuse the Company's refusal to allow me to escalate my complaint. Moreover, in any event it was entirely appropriate to attempt to contact one of Gallentine's superiors, given the fact that she obstinately refused me any recourse about the tiny settlement she herself had approved.)
16. I was angry and upset about the "endless ringing" problem I'd accidentally discovered, because of the length of time it had existed without my knowledge (and the likelihood that, during that period, numerous potential new clients had phoned, heard no answer, voice mail or even a busy signal, and taken their business elsewhere.) **The vast majority of callers to my Errand/Pet-Sitting business have always sought pet services; speaking from nine years' experience, I can state categorically that all of the following**

**are true of the local pet-sitting industry: (a) People seeking a pet-sitter have many companies to choose from; (b) Most such people do not plan very far ahead, and are in a hurry to find someone; as such, they are likely to move down their list of potential companies, rather than call back to a company that did not answer their first call; and (c) Callers are looking for someone reliable, trustworthy and professional to entrust with a key to their home; they are unlikely to select a "flake" who doesn't answer his phone. Moreover, all of the following were true of my own business, during the period in question: (a) Most new callers to Consider It Done became clients; (b) The average initial order for service totalled some \$50; (c) Most new clients remained as loyal, repeat customers -- each paying \$25 to \$300 per order, for several new orders per year.) Even a conservative estimate would have yielded a likely loss of business in the hundreds of dollars, as a result of the persistent "lost callers" problem.**

17. I am aware that WUTC lacks jurisdiction to order compensation for "lost business". Nevertheless, I have cited the several reasons the Company's errors almost certainly *caused* lost business (and the likely amounts of same) for the same reason I *attempted* to inform the Company of that fact: Namely, in order to underscore the fact that neither the Company's omissions, nor the harm resulting, were trivial. However, it is unnecessary to argue "lost business", nor do I. **It was (and still is) my position that the Company's tariff, WN U-17, Section 2, 2nd Revised Sheet 29 -- albeit ambiguous-- clearly authorizes compensation that, in some cases, can be significant: it recognizes provider liability less than or equal to "an amount equivalent to the proportionate charge to the customer for the period of service. . ." at issue. Most important for present purposes, the provision does *not* limit the Company to refunds for "features" only, or prescribe the narrowest possible basis for computing compensation; conversely, neither does it preclude refund of all or part of exchange service charges. I disclosed my intended use of the Company's "Busy/No Answer" call forwarding feature, and Company sales staff represented themselves as possessing expertise, including a detailed knowledge of the Company's products and services. Their failure to disclose a material limitation of the Busy/No Answer feature caused a significant number of potential customers to be unable to contact my business. My business and I were thus deprived of a significant benefit of the bargain entered into with the Company; moreover, the very business exchange service sold to me was rendered ineffective on a potentially significant number of occasions, and thus failed of its essential purpose. See RCW 62A.2-315. This is true**

notwithstanding the fact that various of the Company's materials state a disclaimer of any Warranty of Suitability for a Particular Purpose. I argue applicability of RCW 62A.2-315 (and the common law of contracts) by analogy, in order to demonstrate the irrelevance of the Commission's lack of jurisdiction to order compensation for "lost business". It is thus necessary to point out that the Company cannot disclaim a Warranty of Fitness in the situation at issue, wherein the Company enjoyed a vastly superior bargaining power, and the contract for service amounted to an adhesion contract (one which I had to "take or leave" as offered).

18. Until I dropped my "800" number [REDACTED] or [REDACTED] entirely, in order to save money, it was the primary number I advertised (and hence the one that most potential new customers would have called). Computation of compensation -- under WN U-17, Section 2, 2<sup>nd</sup> Revised Sheet 29 -- must thus include the cost of that number for the period in question.
19. Hence, I desired to pursue my request for at least a partial refund of the recurring charge for the *exchange service itself*, for the 22 months in question. On or about 9/7/01, I strenuously voiced my dissatisfaction, and desire for compensation, to Ms. Gallentine. I insisted that the \$36 credit offered me was insufficient, due to the likely far greater amounts of lost business that had resulted. From the start, Ms. Gallentine replied just as Ms. Cooper had: refusing to hear my position, refusing to tell me to whom, and how, to pursue a claim, and refusing to identify her superior(s). Instead, she hung up on me. I merely phoned right back each time, *in a continued attempt to be heard*.
20. At no point thus far had Ms. Cooper, Ms. Gallentine or anyone else asked me or told me to stop calling; they simply hung up on me.
21. I had at some point been told that Ms. Gallentine was the "manager" of Customer Relations. However, when I'd repeatedly asked whether Verizon has a "Claims" division (and how to contact it), no one ever stated that Customer Relations served that function.
22. At some point in my effort to get these questions answered, I managed to be connected to Ms. Gallentine's voice mail; there, her recorded greeting identified a (206) area code number as her direct line (261-5572). I promptly phoned that number, but heard a "call cannot be completed as dialed" recording. I discovered that I'd correctly noted Ms. Gallentine's number, but that, contrary to her own greeting, the number was in fact a "425" number. At this, I could only shake my head in amazement at this latest example of sloppy communication -- to put it kindly -- by the Company's staff. (All "206" numbers in the geographic area in question had become "425" years before.)

23. I redialed with the correct area code; my call was answered by one "Bonnie" . . . who told me, to my continued exasperation and amazement, that she, Bonnie, was in fact "the manager" of Customer Relations. At this point my contempt for Verizon's Keystone Cops approach to business spilled out, in the form of mild sarcasm about Ms. Gallentine's inability to correctly state the area code of her own office number. Bonnie was not receptive to my point of view. I believe that she hung up on me when I angrily -- but without any profanity or personal attacks -- continued my attempts to state my questions about how to pursue a claim.
24. I believe I also asked for one Eileen Odum (someone I'd been told -- possibly by Mr. Salinas -- that Gallentine reported to). Bonnie told me that Odum hadn't worked there in years! She did not tell me who took Odum's place.
25. My final attempted call was, I believed, answered by the first male I'd interacted with in this entire process: one "Stan". It may have been Stan, or or Ms. Cooper, earlier (or both), who ordered me to "contact the Utilities Commission" with my concerns. I knew from experience that WUTC has only limited jurisdiction to order compensation. However, I also knew from prior experience as a Qwest/US West customer that at least one Qwest tariff provision expressly authorized compensation for directory errors and omissions. While I had ultimately obtained some Commission help in pursuing just such a claim against Qwest, there had been no requirement, at the time, that I refrain from posing my request to *Qwest*. Indeed, I had (properly I think) deemed the Commission a last resort after failing to achieve resolution directly with Qwest. I intended to pursue the same course with Verizon, and did not believe that the Commission was my *sole* recourse. **In fact, at least one Commission staffer had told me expressly that WUTC lacked jurisdiction in this case -- something I now believe to be untrue. (See *infra* at ¶37.)**
26. I had no more success voicing my concerns to Stan than I'd had with his colleagues; rather, he continued the Company's well-rehearsed 'don't listen to the customer/just hang up on him' routine. I then indulged in what the Company's crazy-making behavior seemed *designed* to bring about: cursing out loud, for the first time in this whole process. ( Just as Stan was hanging up on me, I shouted in total frustration and anger, "Fuck off!") I didn't have reason to believe Stan even heard me.
27. Despite their new tactic of trying to fob me off onto the Commission, none of the Company's staff had yet asserted that any dire consequences would follow from my failure to yield to their stonewalling and cease calling back. Instead, Stan or one of his colleagues had simply threatened, at some point, to sic "Security" on me.



28. However, sometime mid-morning on 9/7/01, I was paged with a voice message from an Everett police officer, who asked me to call her back. When we finally spoke, she referred vaguely to incidents involving Verizon, and invited me to "give my side of the story". As an attorney sensitive to Fifth Amendment issues, I somewhat testily declined to offer anything until I'd been told what "the story" was. Rather than doing me the courtesy of presuming my innocence, as required, the officer took offense at my assertiveness, and declined to share any specifics alleged by my accusers. Instead, she threatened me with a demand that I not "call the Company", on pain of arrest. With its broad, void-for-vagueness sweep, this amounted to an unconstitutional prior restraint.
29. Shortly afterward, Ms. Gallentine attempted to order me, both orally and in writing, to refrain from *any and all calls to the Company, for any purpose*, or face both criminal charges and civil suit for harassment. (I was told that I must confine all communications to writing.)
30. Some weeks later, after a difficult and protracted effort, I obtained a copy of the Company's complaint from the Everett police. I saw that all of the Company's "witnesses" had *withheld* a material fact: that underlying this conflict was my desire to pursue resolution of a legitimate service complaint. (That fact, of course, renders inapplicable the criminal provision RCW 9.61.230 -- whose principal element is telephoning someone with an *intent* to harass, intimidate, torment or embarrass them. (The statute was primarily intended for use against prank, obscene and threatening phone calls.) In sharp contrast, I desired only to stand up to an arrogant, state-regulated monopoly and assert my right to pursue a claim for compensation for bad service; *after* I was repeatedly disconnected and rebuffed, I grew justifiably angry.)
31. Company staff also made false and misleading statements to the police. According to the investigating officer's report, I was alleged to have *repeatedly* called the Company, on various occasions, starting long before September 2001 -- as though prompted solely by some arbitrary, insane whim. (There was no mention of the documented multiple errors, from the very start of our business relationship, which the Company had been obligated to correct.) One "witness" even alleged that I had intentionally, simultaneously, tied up four of the Company's phone lines. (I wouldn't know how to do that if I wanted to!)
32. The Company violated **WAC 480-120-165(2), subsection (a)**, by refusing to provide chain of command information, and refusing to acknowledge the existence of a department, or a procedure, for entertaining my desire to submit a claim for appropriate compensation. All of the following constitute flagrant violations of subsections (a), (b)

and (e): (1) Company staff's immediate declaration that they were "not going to have this discussion", followed by repeated intentional disconnection of my legitimate telephoned attempts to state my position and learn the Company's dispute mechanism; (2) Misleading, slanderous and erroneous statements made to the Everett Police Department regarding me; (3) Attempts to effect an improper, vague and overly broad prior restraint upon my right to communicate with the Company, in violation of the constitutions of the United States and the State of Washington, with the assistance of the Everett Police Department; (4) Threats of unfounded civil suit and criminal prosecution directed at me; and (5) Failure to inform me of my right of *appeal* to a supervisor at the Company.

33. Although I did not recognize the Company's right to order me not to call them, I agreed to what became a series of faxed exchanges. Although they were unproductive with regard to pursuing a *claim*, they were the basis of remedial changes to my phone service. When I'd received the information about Verizon's own voice mail service, I found it to be inferior to that which Arch Paging had been providing me. For that reason -- and to give the Company as little of my business as possible from that point on -- I opted for a "Personal Number" (aka "virtual phone number") at a lower monthly rate than that for a regular business number. (In making this choice, I knowingly accepted the inconvenience of foregoing the ability to directly answer any calls from customers. Instead, all calls to my now-"virtual" number would be forwarded to my voice mail.)
34. I also chose a different forwarding feature (one that, I was promised, did not have the "single-pathway" deficiency of the one I'd been using. This "Enhanced Call Forwarding", or ECF, was said to have not one, but three, "pathways".) (**Order # T0098672, effective 9/25/01.**)
35. Throughout my continued effort to state and pursue a claim, I attempted to offer reasonable possible compromises -- for example, a discount on my ECF, waiver of line installation charges, and/or a refund of some or all of the business exchange charges paid for the 22 month period. I presented these suggestions in a letter faxed to Customer Relations on 9/20/01. **Exhibit 1.** I also stated that, had GTE's Brooke offered her informed opinion that it might have been in my best interest to consider substituting *GTE's* voice mail service for the one I'd been using, I would not only *not* have considered her pushy, but would have welcomed such input. **To date, I have received no further credit or bill adjustments, beyond the \$36. . . not even a waiver of the non-recurring new order charge, or of the other charges involved in switching to ECF.**

36. I remained defiant throughout the course of those written exchanges, attempting to articulate my position fully. Far from replying to the merits of my position (both regarding my claim, and Verizon's threats), Ms. Gallentine consistently ignored my input. Thus, although I substantially complied with the request to communicate in writing, the Company rebuffed my attempts to escalate my complaint -- without analysis or explanation, and *without disclosing, as required by WAC 480-120-165(2), any appeal recourse.* See **Exhibit 2.**
37. On 9/20/01, I pursued a new route, based upon Commission information that proved to be erroneous. At about this time, I attempted to submit an informal complaint about these matters, via telephone, to WUTC's Lori Kanz. Although she listened to my narrative, her tone was decidedly hostile and unreceptive. She ignored my questions about the Company's refusal to either disclose its chain of command or tell me whether it has a "claims" procedure or department. **Instead, she maintained that WUTC lacks jurisdiction over those issues. She did, however, advise me to call Verizon's "Claims" department at (800) 944-3088.** I phoned that number, that day or the next. The cordial young woman I spoke to informed me her division dealt only with claims for *property damage*. She never asked for my name. She advised me to call (800) 483-0999, which I did c. 9:40 a.m. that same day. I told one "Ann", who answered, that the other "Claims" department had told me to call. She then asked, "Is this Jeff Glick?" "Yes", I said. "I'm going to give you to Marian." However, she then returned and said, "Don't call the company", and hung up on me.
38. I never knew the number in question to be Customer Relations; the only number so indentified previously to me had been (800) 483- 7988.
39. Ms. Gallentine faxed a reply letter to me on 9/21/01. **Exhibit 3.** It should be noted that, among other things, the letter **acknowledged still more Verizon errors (e.g., significant billing mistakes).** Gallentine also reiterated the Company's threat to sue me for civil harassment, because I had called the Company's Business Solutions Center "several times over the last two days" and spoken to a Michael Hall regarding the needed changes to my service. **(However, after his assignment to my account, Mr. Hall had invited me to call him!** Those discussions were cordial, and addressed only the prospective changes needed.)
40. After acknowledging the service changes arranged with Mr. Hall, Ms. Gallentine's letter then addressed my request for additional compensation. Stating, "I must deny that request", she asserted that Section WN U-17, Section 2 of the tariff precludes any amount of liability in excess of "an amount equivalent to the proportionate charge to the customer for the period of service. . ." at issue. **I have already**

explained, *supra*, why Gallentine is mistaken regarding that provision. Note, also, that Gallentine failed to offer any appeal recourse, as required by WAC 480-120-165(e).

41. Gallentine asserted, at one point in her 9/21/01 letter, that “there was no discussion about what other services [I was] using with [Busy/No Answer call forwarding].” To the contrary, I was quite thorough in explaining my needs; I most definitely did disclose my existing service with Arch Wireless -- known then as “Arch Paging” -- and the fact that I intended all unanswered calls to forward to that service. **Moreover, in a one-page fax to Brooke, I had expressly reiterated that fact. Exhibit 4.**
42. Gallentine’s 9/21 letter questioned my insistence that she had played a role in selection of the original, deficient forwarding features (upon which I predicated my desire for the name of Gallentine’s superior(s), and my insistence that Gallentine lacked the objectivity to entertain my objections or decide their merit). In my detailed reply faxed 9/24/01, I briefly reiterated my belief that, because Gallentine had intervened “post-Brooke”, it had been reasonable for me to assume that she, Gallentine, would or should have been privy to all of the issues.
43. More importantly, in that 9/24/01 letter (**Exhibit 2**), I offered Gallentine a complete, polite articulation of the reasons for my dissatisfaction and my outrage at the Company’s response (as well as why I believed my offered compromise on a refund was reasonable). **Neither Gallentine nor anyone else with the Company even acknowledged that letter, or my similar communication on 9/20/01.**
44. In a brief letter faxed 10/18/01, I informed Gallentine candidly that, “in reviewing some papers, I’ve just noted that Gretchen Paylor actually took over the handling of my orders (from Brooke) in Fall ‘99; I don’t recall at what point you became involved. I apologize for any confusion this omission may have caused.”
45. By coincidence, some 22 months after switching to Enhanced Call Forwarding, as described *supra*, my business received a Verizon bill which announced a recurring, per-minute *local usage fee* for that feature. (ECF had been sold to me, and billed to me for 22 months, as bearing only a fixed monthly charge regardless of use.) Following my immediate informal complaint to the Commission about the new charges, the Company essentially admitted that ECF has always been priced this way; *its failure to so inform me was yet another example of [unexplainable] staff error.*
46. The aforementioned informal complaint, regarding Verizon’s tardy imposition of metered usage fees for ECF, yielded the finding that, as long as said charges were prospective only, they were permissible.

However, I believe Commission staff incorrectly assessed the second part of that complaint: my contention that Verizon's tariff requires the Company to provide line-by-line *local call detail* on its bills, upon request. (The Company has already refused my request for said detail on my business account bills.) In the absence of such call detail, customers are at the mercy of this error-prone Company; one must simply accept on faith that the charges are accurate and correct each month, with no way to attempt verification.

47. Two provisions impose a call-detail requirement upon the Company: (a) WAC 480-120-161, at subsection (7)(b), requires "an itemized statement of all charges when requested by a customer, including, but not limited to, the following: . . . Calculations of time or distance charges for calls. . . ."; and (b) The Company's tariff WN U-17, Section 4, 1st Revised Sheet 4(B).
48. The former is stated as a categorical requirement, without qualification.
49. The latter states, under the heading "Measured Usage Rates", that "[l]ocal Usage Billing Detail is available to customers who request a breakdown of measured calls at the rates shown in this Section of this tariff." The Company's tariff addresses the ECF feature at Section 6, 4th Revised Sheet 3.5 ("Custom Calling Services/Enhanced Call Forwarding"). Subsection (D)(3) expressly states applicability of Section 4, 1st Revised Sheet 4: "The ECF customer is responsible for any applicable. . . charges, including applicable *local measured usage* charges when calls to the ECF number are redirected. *Local measured usage rates can be found in Section 4 of this tariff. . . .*" Emphasis added.
50. For several reasons, Section 4 is *not* rendered inapplicable to ECF customers by its use of the following phrase: "Local calls *placed* from a line with Measured Usage will be billed the appropriate charges. . . ." Emphasis added. First, the ECF Section expressly directs the reader to Section 4. Second, Section 4 expressly addresses *forwarded* calls; for example, "[t]he customer of the Call Forwarding service pays any applicable usage (measured) rate from the called number to the terminating location of the call." Third, the clause just noted confirms what the Company has previously told me: namely, that each *incoming* call to my business number is deemed, and charged as, *both* an "incoming" and an "outgoing" call, for its entire duration. (In 1999, I objected to this practice as a perversion of semantics, and so contended in an informal complaint; the Commission found the practice acceptable under the tariff.) For present purposes, the characterization of incoming/forwarded calls as, at least in part, "outgoing" calls, vitiates

any argument that the phrase noted *supra* -- namely, "placed from a line with Measured Usage" -- renders Section 4 inapplicable to ECF.

51. Regarding the Company's "don't call us" edict: I have, over the past two and a half years since it issued, called various divisions of the Company on several occasions, regarding relatively minor, garden-variety questions, billing errors, etc. My purpose was not only to defy the Company's indefensible threats, but to demonstrate that, whenever Company staff dealt with me professionally, I in turn conducted myself cordially and calmly. Nonetheless -- because my larger dispute remains unresolved, and because I must take seriously an open-ended threat that has already resulted in contact by law enforcement -- I made one last formal attempt to have the Company change its position. In mid-June, 2003, I asked "Stan" (Stan Tate, with Customer Relations -- title still unknown) to submit a formal complaint to the Executive Offices on my behalf. He asked if I wanted an "Executive Complaint" processed; I'd never heard that term before, but said yes. Soon after, I received a brief letter dated 6/20/03, signed by Mr. Tate. **Exhibit 5**. It rejected my request, without any analysis or discussion (and referenced an earlier edict from Gallentine; **Exhibit 6**). I believe no one but Mr. Tate was involved in this "executive decision".
52. Like many other citizens in Washington, I had experienced numerous service lapses during my previous nine years as a US West/Qwest customer. I'd obtained WUTC assistance with several of those, always in the context of informal complaints. (In fact, I first contacted the Commission at the urging of a neighbor who worked for Qwest!) Despite years of tariff violations, and lapses in the service it sold me, the company that many had come to call "US Worst" never once refused my attempts to escalate complaints (via requests to speak to a given staffer's superior), or rebuffed my attempts to contact its Executive Offices and/or Claims department. In contrast, the conduct of Gallentine and her staff therefore angered me all the more, and smacks of appalling arrogance. **The course of Company conduct documented herein not only violated express provisions of the Company's tariff, but breaches time-honored, fundamental provisions of the common law of contracts and consumer protection (good faith and fair dealing, unfair surprise, unequal bargaining power) -- all principles of equity which, I believe, should inform a decision in this matter.**
53. **WAC 480-120-019** authorizes the Commission to impose administrative penalties for failure to meet performance requirements set forth in WAC Chapter 480. Monetary forfeitures are specified in **RCW 80.04.380** and **RCW 80.04.405**, for violations of orders,

rules, directions or requirements imposed under authority of RCW Title 80. The former mandates that "in case of a continuing violation every day's continuance thereof shall be deemed to be a separate and distinct offense." The latter imposes penalties upon individual officers, agents and employees of the utility for their having violated, aided and/or abetted violations.

### **PRAYER FOR RELIEF**

- I. Complainant seeks an Order directing the Company to issue lump-sum compensation to Consider It Done, Ltd, in an amount not to exceed the total cost of Consider It Done's local exchange business service, plus all taxes and fees, for telephone numbers [REDACTED] and [REDACTED] during the period November 4, 1999 through September 25, 2001, inclusive -- as authorized by **WN U-17, Section 2, 2nd Revised Sheet 29.**
- II. Complainant seeks a finding that the Company violated **WAC 480-120-165(2), subsections (a)(b) and (e)**, by refusing to provide chain of command information, refusing to acknowledge the existence of a department, or a procedure, for entertaining Complainant's desire to submit a claim for appropriate compensation, and failing to notify Complainant of the opportunity to appeal the Company's initial decision. Complainant seeks an Order To Show Cause why the Company should not cease and desist from its threat of criminal prosecution of, and civil lawsuit against, Complainant, and why the Company should not cease and desist from its attempts to limit the means by which Complainant may communicate with the Company.
- III. The Company's refusal to provide, on request, local call detail for its Measured Usage charges imposed upon Complainant's use of the ECF feature, violates **WAC 480-120-161(7)(b)**, and the Company's tariff **WN U-17 Section 4, 1st Revised Sheet 4(B)**. Complainant seeks an Order directing the Company to comply with his request in this regard, and to include call detail prospectively on all bills for service to (425) 822-5144.
- IV. Complainant seeks an Order assessing administrative penalties, as appropriate under **WAC 480-120-019, RCW 80.04.380 and RCW 80.04.405**, against the Company, and against each and every officer, agent and/or employee of the Company having knowledge of, ordering, aiding and/or abetting the violations alleged herein: of **WAC 480-120-165(2), WAC 480-120-161(7)(b)** and tariff **WN U-17 Section 4, 1st Revised Sheet 4(B)**.

V. Complainant seeks an Order directing the Company to reimburse him for the copying and mailing costs of filing this Complaint.

UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON, I DECLARE THE FOREGOING TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Signed this 20th day of March, 2004, in Bellevue, WA.

---

Jeffrey D. Glick,  
Complainant

I hereby certify that I have this day served this document upon all parties of record in this proceeding, by First Class U.S. Mail, postage prepaid.

Dated at Bellevue WA this 20th day of March, 2004.

---

Jeff Glick,  
Complainant



# Consider It Done<sup>SM</sup>

March 20, 2004

State of Washington  
Utilities and Transportation Commission  
P.O. Box 47250  
Olympia WA 98504-7250

RECEIVED  
RECORDS MANAGEMENT  
94 MAR 22 AM 8:49  
STATE OF WASH.  
UTIL. AND TRANSP.  
COMMISSION

**RE: Verizon Northwest, formal complaint**

To Whom It May Concern:

The attached Formal Complaint concerns a telecommunications company which threatened its customer with arrest and civil suit, and defamed him, merely because he tried to assertively pursue a complaint about service. In my opinion, the company's egregious behavior exceeds mere phone-company arrogance, and is unlawful.

I have decided, reluctantly, to pursue the Complaint, which I'd shelved for many months (as much out of a distaste for reopening an unpleasant subject as out of my own laziness), because it has merit. Despite my reluctance, the matter has nagged at me for over two years now, and I can no longer accept what I view as a regulated company's attempt to intimidate me and silence my free speech -- with a Sword of Damocles in the form of threatened arrest or lawsuit. If the company can do this to me, they can do it to anyone. It enjoys the privilege of operating as a government-sanctioned quasi-monopoly (insofar as local service is concerned).<sup>1</sup> Thus, the fact that it is a private entity is irrelevant; were the company's actions to be sanctioned by the WUTC, the AG's office, the courts, or -- as has already occurred -- the police, the resulting "state action" would (does) implicate the First Amendment to the U.S. Constitution.

Among other things, the First Amendment prohibits prior restraints upon protected speech, particularly voiding them for impermissible vagueness. Such is the case in this matter, wherein the company requested a compliant Everett Police Department

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<sup>1</sup> Even the recent advent of "choice" among local-service providers is illusory, inasmuch as the purported competitors use the dominant company's network and repair services.

to order its customer to “not call the company anymore”.<sup>2</sup> Presumably the Commission’s legal staff, and its advising Assistant Attorney(s) General, recognize how *overbroad* such a directive is, given the numerous departments and telephone numbers that exist for the use of any and all business and residential customers, for any number of legitimate purposes and needs.

Such attempts by powerful economic entities to chill legitimate criticism are, sadly, an all-too-common phenomenon in the past two decades or more. With regard to civil suits by such entities (whether actually filed or merely threatened), the phenomenon has been pernicious enough to earn their own apt acronym: “SLAPP suits”. See, George W. Pring, *SLAPPs: Strategic Lawsuits Against Public Participation*, *Pace Environmental Law Review*, 7/89, pp. 3-21; Penelope Canaan, *The SLAPP from a Sociological Perspective*. *Ibid.*, pp. 23-32; and Robert Abrams, *Strategic Lawsuits Against Public Participation*, *Ibid.*, pp. 33-44.

Moreover, a company that not only glibly accuses a customer of “harassment”, but so alleges to the local police -- while *omitting* the material fact that the customer, although angry, was only attempting to escalate a service complaint through the proper channels -- is itself flirting with a cause of action for defamation (as well as abuse of process).<sup>3</sup> When met with categorical refusal to answer my reasonable questions, as well as repeated abrupt “termination” of my calls, anger eventually led me to supplement my customary eloquence with sarcasm and swearing. These are not illegal.

As one who attended law school in a “prior life” (or so it seems now), I must also point out that I once wanted to be a lawyer (or thought I wanted to) solely to fight injustice -- as corny as that may strike some. In my post-law life as an unlikely businessman, I have approached disputes in a way that reflects my personality, my ideals, and my legal training. I cannot pretend to Suffer Fools Gladly; far from it. Nonetheless, I view my frequent attempts at assertiveness and truth-gathering as nothing more nor less than pursuit of the sort of “Socratic Dialogue” which I believe the world could use more of. Unfortunately, my unwilling partners in these exchanges (e.g., phone company staff) tend to feel they’re being cross-examined. However, this does not constitute a legitimate basis for threatening customers or filing misleading complaints with local police.

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<sup>2</sup> Instructing the customer to communicate only via fax, for an “indefinite” period, leaves the affected customer with no *practical* means of posing various service problems, needs and questions, and having them addressed in a timely manner, as would be the right of any other customer. **My Formal Complaint specifically addresses the applicability of WAC 480-120-165.**

<sup>3</sup> In this jurisdiction, false allegations of commission of a serious crime constitute defamation *per se* -- with damages presumed.

One significant reason I shelved this matter for so long was the representation by Lori Kanz, back in September, 2001, that the Commission "lacks jurisdiction" over Verizon's obstinance in the face of my attempts to escalate my legitimate complaint. Only recently, I concluded that the Commission does indeed have jurisdiction, when Consumer analyst John Cupp -- after taking a new, unrelated informal complaint from me -- informed me of the existence of WAC 480-120-165(2).

I had also become thoroughly frustrated with the Commission, and pessimistic about the prospects of any satisfactory resolution. Ms. Kanz' attitude was just one example of an unwarranted hostility I perceived among Commission staff. . . a hostility which, I believe, arose simply because I have been persistent in my pursuit of legitimate complaints against both Qwest and Verizon, beginning c. June 1991 -- as well as outspoken about indisputable errors by Commission staff.<sup>4</sup>

I believe that Vicki Elliot, assistant director of the Consumer division, also developed an unwarranted hostility toward me. Examination of the Everett Police Department's report, of Verizon's allegations of my "telephone harassment", revealed that Ms. Elliot had allegedly promised her advice, upon request, should Verizon want her help in rebuffing my further attempts to contact them about my service complaint and demand for compensation. (I have already frankly expressed to Ms. Elliot my opinion that such promised intercession was inappropriate; Ms. Elliot maintained that the implication in the police report was inaccurate.)

Although Ms. Elliot has been cooperative in my continued contacts regarding other issues, I believe that, in another recent context, she unfairly found new reason to deem me unreasonable. After informally challenging metered usage charges that Verizon had tardily imposed upon my business account, I asked Mr. Cupp, and then Ms. Stillwell, to identify and forward to me any relevant portion(s) of the Company's tariff. Rather than comply, said staff made the uninformed assertion that my request implicated too many potential tariff sections -- an assumption that later proved unfounded. I vigorously, but unsuccessfully, challenged the staff's refusal to provide the information (ultimately cursing at Ms. Stillwell, for her crazy-making, irrational refusal to even *try* to see what tariff sections might apply to my complaint. My subsequent online search at the library yielded the one, brief section on-point.)

Despite these frustrations, I have managed to maintain a working relationship with Ms. Elliot. I also believe my Formal Complaint has merit, so I have finally completed it, with great effort.

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<sup>4</sup> (Analyst Roger Kuchi had told me categorically there was no Qwest tariff provision providing recourse for directory errors that had affected my business; to the contrary, I then discovered the express provision headed, "Directory Errors and Omissions". My recourse to that provision, *in three consecutive years*, then resulted in several hundred dollars in refunds.)

The Complaint, like this cover letter, will seem verbose; this is not an easy narrative to convey concisely. **I realize that Commission staff will, correctly, find some of the issues here raised (First Amendment; defamation) outside the scope of their jurisdiction. Nonetheless, I include them in order to provide the necessary context -- as well as to assist company executives in recognizing the scope of their staff's recklessness.**

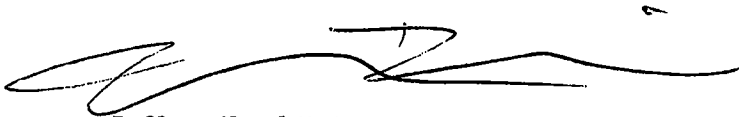
\* \* \*

Lastly, a fresh perusal of my mountain of notes in this matter has only now made me realize how unfortunate the *timing* of the original dispute was. I am willing to meet Verizon halfway and acknowledge I may have been testier and edgier than was needed, if the Company will acknowledge that concurrent events may have caused *its* overreaction as well. **I refer to the horrors of September 11, 2001.**

I have appended very little from that "mountain" of notes and papers; of course, I will promptly make available any document to which I've made reference, if it's believed to be of evidentiary value.

In the body of the Complaint, I will ask that this letter be incorporated by reference.

Sincerely,



Jeffrey D. Glick, J.D.  
President, Consider It Done, Ltd.  
Complainant



EXHIBIT 1

# Consider It Done<sup>SM</sup>

9/20/01

Verizon NW

To Whom It May Concern:

RECEIVED  
RECORDS MANAGEMENT  
94 MAR 22 AM 8:49  
STATE OF WASH.  
UTIL. AND TRASP.  
COMMISSION

No access to a computer at this time.  
Please bear w/ my handwriting.

I refused delivery of your company's certified letter — which, I assume, was an attempt to formally demand that I not phone the company. I also learned of the company's attempt to intimidate me via the Everett Police Department (alleging "harassment," in a complaint I have still not seen; I will provide them with the facts of the matter once I've seen that report). I will not be intimidated.

It is not "harassment" for a customer to redial the number of individuals who are assigned to entertain customer complaints, and demands for bill adjustments,

Verizon NJ

Sept. 20, 2001

Page two

but who keep hanging up on the customer. There is no excuse for such conduct when I, the customer, was simply asking reasonable questions about the company's chain of command. There is no excuse for the company's obfuscation when I simply try to learn who, if anyone, is actually in charge of Customer Relations. (Is it Marian Galentine, as I'd been told, or is it one "Bonnie", who likewise identified herself as "the" Director of Customer Relations --- when she answered at the Executive Offices number I obtained from Ms. Galentine's own voice mail greeting?)

Verizon has no right to demand that I not phone "the company." You are the sole provider of local telephone service in my area (not for much longer, let's hope). I therefore have the ongoing need, and right, to phone the company from time to time, as does any customer?

Verizon NW

Sept. 20, 2001

Page Three

regarding billing questions, features, changes in service, etc. Moreover, although my demand for a refund/adjustment is still pending, I have yet to resolve the even more important question of how to fix the <sup>service</sup> problem your company created. Toward that end, I've been working — cordially, I might add — with the business office, and will continue to do so.\*

Last but not least, before I address the specifics of the service problem, I will add that it is, and was, perfectly reasonable for me to point out that Ms. Galentine is not the most objective or appropriate person to have the final say on what compensation should be offered. She was, after all, the person who finalized my service order, and failed to inform me of the problems inherent in forwarding calls to an outside voice mail provider.

---

\* (for example, I now know that I need Verizon's own voice mail service, and must finalize that order.)

Verizon NW  
Sept. 20, 2001 —  
Page four

The service problem, in condensed form, is as follows: I disclosed clearly to my initial sales rep ("Brooke"), back in Nov. '99, that I have an outside voice mail / paging provider (Arch Wireless). I needed a feature to forward all calls to that service when my line is busy, I choose not to answer, or am not in. I soon thereafter worked w/ Marian Galentine to iron out several service problems. These included the fact that I'd been furnished the wrong type of forwarding (I found I was unable to answer any calls). Ms. Galentine, like Brooke, was well aware that I had an outside v. mail service. At no time did she or anyone else inform me of the concept of "paths" or "pathways" — i.e., the fact that call forwarding can admit only one call at a time into another number or voice mail system (even if that voice mail system, such as my very good one w/ Arch, can handle 4-5 incoming calls simultaneously).

It is the nature of my business that I'm out on the road much of the day. When I am in my home office, I'm often



Verizon NW

Sept. 20, 2001

Page five

on the phone. Therefore, it was only by chance that I heard a call come in, some 2 1/2 weeks ago, which I allowed to go to voice mail. Some moments later, a second call rang — and continued ringing, well beyond the 3-4 rings that are supposed to trigger forwarding.

I described the situation to Darcie in Verizon's customer relations (after first spending a lot of time having Arch, and Verizon Repair, troubleshoot what we all thought was a malfunction). I was completely courteous w/ Darcie, and she was sympathetic and understanding. She professed to agree w/ me that this is an unacceptable situation; she understood and agreed when I expressed my dismay regarding potential new customers calling and hearing only ringing. (With other competitors out there for them to try, naturally they would do so... as well as, for good reason, thinking my company was flaky or unprofessional for not having at least a message recording. Such potential customers would be lost

Verizon NW

Sept 20, 2001

Page SIX

forever. While this is clearly not a constant problem, nevertheless there are many occasions when a caller might be trying to reach me during one of the 3-4-minute-long periods when a previous caller is "in", and utilizing my voice mail.) Nor would I be likely to have people tell me this had happened. First-time callers would simply not call back, for the most part. Regular, loyal repeat customers would think nothing of it and try again; more importantly, most of my regulars have my direct-to-voice-mail #, and reach me that way.

I appreciate the fact that Verizon promptly offered some \$36, representing the cost, plus taxes and fees, of my forwarding feature, from 11/99 to present. However, this doesn't sufficiently compensate me for the lost clientele. (Just one lost customer, in my business, represents ongoing orders that can range from \$60 to \$300.) I have asked Dave to convey my request for an adjustment equalling the value of 1/2 of my business line charge (plus taxes + fees) for the period in question. As an

Verizon NW  
Sept 20, 2001  
Page seven

alternative, I would welcome some accommodation on the Verizon voice mail which I must switch to. (I cannot use "enhanced" call forwarding, as that eliminates the option of answering calls.) I would appreciate the waiver of activation fee, reduced or waived charge for some number of months, etc. I feel this is entirely fair, and would cordially negotiate some mutually-agreeable resolution to put this matter behind us. In the meantime, I accept, as a partial resolution, the \$36-odd offered on the forwarding.

Despite Dorcie's initial help and understanding, she became uncooperative and hostile when I simply sought to learn Verizon's chain of command (specifically, to whom Marion Falentine reports). This is a common and reasonable type of question for an aggrieved customer to ask, in any setting. Moreover, although I disclosed my familiarity w/ the WUTC, and my intention to contact it, your company's attempts to force me to rely solely upon WUTC are inappropriate and obstinate. WUTC's jurisdiction is limited, as is its power to seek compensation for me.

Verizon NW

Sept. 20, 2001

Page eight

As for my calls today, I must tell you the following (since your company has attempted to threaten me w/ prosecution for my attempts to simply talk to someone about this legitimate problem): The WUTC, through Lori Kanz, told me that, like Qwest, Verizon has a "claims" division, at 800-944-3088. I had a cordial discussion w/ a young woman, whose name I didn't catch. She explained that her division only handles property damage, and suggested I call (800) 483-0999, c. 9:40 am today. One "Ann" answered, and asked if I'm Jeff Glick. I said yes, and she said she was going to give me to "Merton". Moments later, however, she returned and said not to call "the company."

I hope that these details will clarify the fact that this problem threatens my livelihood, and that I am understandably upset about it. I have made good faith attempts to discuss it w/ the appropriate person in a decision-making capacity.

As a US West / Qwest customer for some six years, I — like thousands

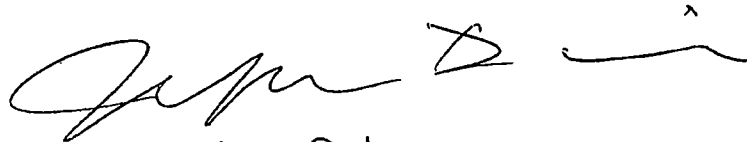
Vernon NW

Sept 20, 2001

Page nine

of other people — experienced various service problems (real, legitimate and documented). Never did Awest refuse to discuss my concerns over the phone, or try to intimidate me w/ threats of prosecution by labelling my persistence as "harassment".

I look forward to your prompt and constructive reply, via phone or fax.



Jeff Glick

 (home: anytime)

"  (brz: anytime)

"  (fax)

FACSIMILE TRANSMISSION

DATE: 9/24/01  
FROM: Jeff Glick / Consider It Done<sup>SM</sup>

FAX: [REDACTED]

PHONE: [REDACTED]

TO: Marion Gallentine  
Cust Rel'ns Mgr  
Verizon NW

FAX: (425) 259-9834

PHONE: (800) 483-0999

(RE: \_\_\_\_\_)

NO. OF PAGES INCLUDING THIS COVER SHEET: ~~10~~ 9

As I've tried to make clear, my biggest priority is "repairing" my phone service so all callers can reach me. Next is repairing your company's misperception of me as some sort of threatening wrongdoer. Third and last — especially in light of world events since 9/11 — is seeking "satisfaction" in \$ terms. With regard

**NOTE:** THIS TRANSMISSION CONTAINS INFORMATION THAT IS CONFIDENTIAL. IT IS INTENDED ONLY FOR THE RECIPIENT NAMED ABOVE (or the employee or agent authorized to deliver it to them). ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION BY OTHER PERSONS IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE NOTIFY THE SENDER BY TELEPHONE IMMEDIATELY: [REDACTED]

THANK YOU.

STATE OF WASH.  
UTIL. AND TRAFSP.  
COMMISSION

RECEIVED  
RECORDS MGMT. SECTION  
04 MAR 22 AM 8:49

to the  
2nd and  
3rd,  
please  
see  
attached  
letter.

# Consider It Done<sup>SM</sup>

9/24/01

Marion Gallentine  
Verizon NW

Dear Ms. Gallentine:

In response to your fax of 9/21:  
First, please do not be unduly concerned about, or focused upon, what you seem to view as my "blaming" you for the latest info omission by your company re: my business service (i.e., the failure in 11/99 to caution me about a "single path", and to advise me that Verizon voice mail might be better for me). The reason I told Dorcie c. 2 wks ago that you could not be objective, re: my request for an adjustment now, is that you became extensively involved in "fixing", summarizing and finalizing my order in 4/99 ... after Brooke had misinformed me, omitted important details, and instituted wrong features. Brooke knew why I needed call forwarding, and the

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M. Gallentine

9/24/01

Pg. 2

nature of the non-Verizon phone # to which I was forwarding all calls by default (i.e., an outside Co's voice mail system). (See attached fax from me to Brooke; I explicitly referenced this point, which she and I had also discussed.) In contrast (dramatic contrast) to both Michael Hall and Les, who obviously have an excellent command of technical details and know what it means to assess the customer's needs, Brooke clearly had an undue focus on Sales. (Or perhaps she was very new then; or perhaps she was a product of someone's poor training. The reason is irrelevant; in any event the consequences to me were the same.) Brooke — or somebody — should have alerted me to the limitations inherent in a single "path" (a term that never even arose).

Because you took over where Brooke had dropped the ball, I assumed (rightly so,



M. Gallentine

9/24/01

Pg. 3

I think) that you would be privy to, and would review, all info I'd passed to Brooke. Because you, too, failed to recognize that forwarding calls, via one path, to an outside voice mail could and would likely result in a fair number of callers not only not getting through but hearing only ringing. I concluded c. 2 wks ago that I should broach my request for an adjustment with someone above yourself.

"Escalating" an inquiry or complaint up a chain of command — as well as inquiring into that chain of command — is a common and sensible practice ... one which even "US Worst" did not hinder when I experienced the 3-4 significant service problems I had with them.

I was not enraged when I began that inquiry with Darcie ... but I did become increasingly so as she, and then others, simply refused to allow such an inquiry (as well as hanging up on

M. Gallentine

9/24/01

Pg 4

me, with words like, "I (we) am/are not going to have this discussion with you." The only time I became at all hostile or abusive (understandably so, I believe, after a good deal of the aforementioned hyper-defensiveness and lack of professionalism), was the one time a male (Stan?) answered my call to the Executive Offices.\* I don't even know whether he heard me, because I think I made my statement as he and I were simultaneously hanging up on each other. Nevertheless, I wish to include all the facts in my summary; therefore, I do not hesitate to quote myself here, begging your pardon in advance: I shouted "Fuck off!" into the phone at Stan. At no other time did I use such language or express such overt hostility; I merely phoned back several times after being hung up on, to express the unacceptability of that conduct.

---

\* (via a number given on your own voice mail)

M. Gallentine

9/24/01

Pg. 5

Furthermore, my intention at all times was to have a sensible, fact-based discussion with someone\* regarding the reasons for my dissatisfaction; my intention was never to "harass", and I feel your Security Dept and/or attorneys have seized upon that term in a way that will never stand up to judicial scrutiny.

Nonetheless, I also know that any lawsuit, no matter how lacking in merit, can cause expense to a blameless defendant, who must respond to it. I therefore ask at this time that you fax me a clear and concise statement of how long you intend to demand I refrain from all calls. It cannot go on forever; one obvious example is my need and right to phone Repair, should I experience a service outage or other problem --- especially after normal business hours.

I would also have thought that my 9/21 faxed letter — including my

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\* (and to learn whether Verizon has a "claims" division like  
Dunwoody)

M. Gallentine

9/24/01

Pg. 6  
expressed intention to make my account current and fully paid — would have made my good faith clear by now. In addition, I have subsequently returned calls to Mr. Hall, at his request, and all my discussions with him have been cordial and business-like.

I am no raving lunatic (or whatever else you and your colleagues may be imagining). I'm assertive and persistent, and — like the young man who went to law school several years ago, not to get rich or gain status, but to learn how to seek justice and work for a better world — I believe in fairness.

Toward that end, I can tell you sincerely that this matter has exhausted me. I prefer now to run my business, using my modified package of phone features, and to focus on those I care about in this new, ominous world we find ourselves in. Therefore, this will be my final attempt to clarify my position re: the inadequacy of the \$36 credit given me.

M. Gallentine

9/24/01

Pg. 7

I can only say that the "one path" problem, with some potential customers hearing only endless ringing, was not solely a result of a forwarding shortcoming. My very exchange service was incomplete; to be more precise, it was actually damaging to my efforts to reach, and communicate with, potential customers.

Section 2 of tariff WN U-17 (fixed by you; major section heading unknown) does not specify or mandate that the basis of computation of refund/compensation/adjustment or credit be the narrowest one possible (in this case, the mere \$1.50/month forwarding fee). The more appropriate basis in this case would be the monthly (average) charge for the line — i.e., for my business exchange service. Quite awhile ago, I proposed a figure to Darcie, equal to one-half that total since 11/99 ... as a sensible compromise and starting point for discussion.

---

\* (as it has changed twice since 11/99)

M. Gallentine

9/24/01

Pg. 8

Lastly, I will point out that US West/Quest proffered adjustments along precisely those lines for 3 of their acknowledged errors/lapses. Their tariff is fundamentally the same as yours in this regard; nothing in Verizon's tariff precludes such a settlement.

The problem that I only discovered some 2 weeks ago, and that so dismayed me (for good reason, if the reactions of Darcie and others in your company were to be believed), caused my very exchange service to "fail of its essential purpose", to use a legal phrase that is apt.

I look forward to using my new and changed features, to soon being able to phone in like any customer who might have billing, feature or other questions, and perhaps ... before too long ... to a calm and fair reply to my position.

Sincerely,

  
Jeff Gluck

(enclosure)



Verizon Northwest, Inc.  
Customer Relations  
PO Box 1003, WA0103CR  
Everett, WA 98206

**EXHIBIT 3**

September 21, 2001

\*\*\*\*\* SENT VIA FACSIMILE\*\*\*\*\*

Mr. Jeff Glick  
Consider it Done, LTD



RECEIVED  
RECORDS MANAGEMENT  
04 MAR 22 AM 8:49  
STATE OF WASH  
UTIL. AND TRANSP  
COMMISSION

Dear Mr. Glick:

This is in response to your request last week regarding Verizon's Voice Messaging service and the issues in your letter dated 9/20/01 that you faxed.

The Washington Utilities and Transportation Commission (WUTC) analyst, who opened a complaint for you about Verizon, told me she advised you of what was in the Verizon letter that you refused.

I spoke with Michael Hall, Business Solutions Center representative, this morning. He advised me you had called that office several times over the last two days. Further telephone contact with any Customer Relations office or business office will result in our plans to move ahead with the civil lawsuit against you for telephone harassment. You may continue to fax your requests to us at 425/259-9834.



Michael is currently working on the orders for the changes that you requested on your business line [redacted]. He has several questions and will be calling you on Monday to discuss them with you.

We completed the changes that you requested on your residence line [redacted]. Those changes will become effective Monday, 9/24/01. The changes and associated costs follow:

	NRC*	MRC**
Residence Premium (flat rate) Calling Plan	\$29.00	\$13.00
Residence Big Deal Package	\$ 0.00	\$16.00

We have spread the cost of the non-recurring charge\* over three months.

Mr. Jeff Glick  
September 21, 2001  
Page 2


The monthly recurring charge\*\* was \$7.25 for the Basic Calling Plan, and the new plan is \$13.00 per month. However, the smart ring charge of \$6.00/month will be removed when the Big Deal Package becomes effective since that service is included in that package.

- Following are the monthly costs associated with "Standard Voice Messaging" service for your business line since the "Basic Voice Mail" service does not include pager alert service:

36 Month contract: \$9.25/month  
12 Month contract: \$9.95/month  
Month to Month: \$10.95/month

Pager Alert: \$5.00/month

There is a 25% Early Termination Charge if you decide to terminate the 12 or 36 month contract before the term expires. e.g., we would multiply the monthly contract charge by 25% and bill that amount for the remaining months of the contract.

 I have considered your request for an adjustment of half the cost of your business line since its installation in November 1999. I must deny that request. Our tariff on file with the WUTC, WN U-17, Section 2 includes the following language:

The liability of the company for damages arising out of mistakes, omissions, interruptions, delays, or errors, or defects in transmission occurring in the course of furnishing a service and not caused by the negligence of the customer, shall, in no event, exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, or error, or defect in transmission occurs.

We did apply a credit of \$36.89 for the Call Forwarding feature for 22 months which will appear on your next bill dated 9/10/01. No other credits or adjustments will be forthcoming for the functionality of the Call Forwarding feature in conjunction with your other services, e.g., pager alert, non-Verizon voice mail service.

I did not understand why you felt I was involved with setting up the Call Forwarding service on your account, so I reviewed all complaints in the Customer Relations database to see if I missed something. I did find a complaint



Mr. Jeff Glick  
September 21, 2001  
Page 3

record regarding Call Forwarding. Following is the documentation for that complaint:

I entered a complaint on 6/27/00 from you. You stated that there were some billing discrepancies yet on your bill dated 6/10/00. A representative completed an order on 5/31/00 to correct the charge for your Call Forwarding feature because you had been billed incorrectly beginning in November 1999 when you signed up for the service. The representative said he would correct that with a service order and credit you the difference between what you were charged (\$3.30/month) and what you should have been charged (\$1.50) for 7 months plus tax.

You gave me the order number C8356350 and said that your new bill showed the correct charge of \$1.50, but there was no credit. You also told me the bill detail was still showing and you had requested that we remove it. I agreed to review the bill and call you back. I checked our order and billing systems and verified there was an order to correct the billing, but there was no credit for the overcharge. I applied a credit of \$14.80. I called you back and advised you I would forward that information to the representative's supervisor. The bill detail was removed, but too late to show on the current bill.

→ I had no involvement with provisioning the Call Forwarding feature on your line in November 1999, and there was no discussion about what other services you were using with it.

You may contact us via the Verizon web site. The URL is [www.verizon.com](http://www.verizon.com). Click on the "Customer Support" icon in the upper right hand corner, then select Washington State in the drop down menu or click on the state on the U.S. map, and then click on one of the four choices at this Customer Support site. If you wish to make changes to your account, you must log in/register at this site so that we may verify you are the customer of record.

Thank you,

*Marion Gallentine*

Marion Gallentine  
Region Customer Relations Mgr-NW

c: WUTC

FACSIMILE TRANSMISSION

EXHIBIT 4

DATE: 10/26/99

FROM: JEFF GLICK/ Consider It Done

FAX: [REDACTED] PHONE: [REDACTED]

TO: Brooke  
Everett Business Sales Ctr/GTE

FAX: 800-261-5200 PHONE: 800-483-5100, X25888  
425

RECEIVED  
RECORDS MANAGEMENT  
94 MAR 22 AM 8:19  
STATE OF MASSACHUSETTS  
UTIL. AND TRANS. COMMISSION

RE: Order # I4560572 / [REDACTED] --  
Ltr of Auth; calling plan(s); long distance carrier

NO. OF PAGES INCLUDING THIS COVER SHEET: 3

I would like the Easy Savings plan for my toll-free number [REDACTED]. (Since it appears I do not need GTE as my long distance carrier in order to elect Easy Savings, I would like MCI as the carrier for all other purposes -- i.e., both my in-state and out-of-state OUTGOING calls.



EFFECTIVE 11/4/99, the following number (issued by third-party vendor Arch Paging) replaces the number [REDACTED] I've already given you as the number to forward calls to under my Call Forwarding -- Fixed option on this line:

[REDACTED]

Please fax a confirmation and summary of this order at your convenience. Please include summary of all usage charges, minimums, recurring charges, etc. (if any), other than FCC or state-imposed charges. THANKS FOR ALL YOUR HELP.

**NOTE: THIS TRANSMISSION CONTAINS INFORMATION THAT IS CONFIDENTIAL. IT IS INTENDED ONLY FOR THE RECIPIENT NAMED ABOVE (or the employee or agent authorized to deliver it to them). ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION BY OTHER PERSONS IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE NOTIFY THE SENDER BY TELEPHONE IMMEDIATELY: [REDACTED] THANK YOU.**

**FACSIMILE TRANSMISSION**

**DATE:** 10/26/99

**FROM:** JEFF GLICK/ Consider It Done  
[REDACTED]

**FAX:** [REDACTED] **PHONE:** [REDACTED]

**TO:** Brooke  
Everett Business Sales Ctr/GTE

**FAX:** 800-261-5200 **PHONE:** 800-483-5100, X25888  
125

**RE:** Order # I4560572 / [REDACTED] --  
Ltr of Auth; calling plan(s); long distance carrier

**NO. OF PAGES INCLUDING THIS COVER SHEET: 3**

I would like the Easy Savings plan for my toll-free number [REDACTED]. (Since it appears I do not need GTE as my long distance carrier in order to elect Easy Savings, I would like MCI as the carrier for all other purposes -- i.e., both my in-state and out-of-state OUTGOING calls.

EFFECTIVE 11/4/99, the following number (issued by third-party vendor Arch Paging) replaces the number [REDACTED]. I've already given you as the number to forward calls to under my Call Forwarding -- Fixed option on this line:

[REDACTED]

Please fax a confirmation and summary of this order at your convenience.  
Please include summary of all usage charges, minimums, recurring charges, etc. (if any), other than FCC or state-imposed charges. THANKS FOR ALL YOUR HELP.

**NOTE:** THIS TRANSMISSION CONTAINS INFORMATION THAT IS CONFIDENTIAL. IT IS INTENDED ONLY FOR THE RECIPIENT NAMED ABOVE (or the employee or agent authorized to deliver it to them). ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION BY OTHER PERSONS IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE NOTIFY THE SENDER BY TELEPHONE IMMEDIATELY: [REDACTED]; THANK YOU.

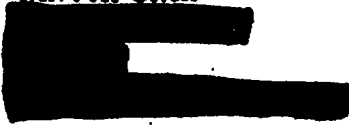


**Verizon Northwest, Inc.**  
Customer Relations  
PO Box 1003, Dept. 3CR  
Everett, WA 98206  
800-483-7988

\*\*\*\*SENT VIA FACIMILE\*\*\*\*

June 20, 2003

Mr. Jeff Glick



Mr. Glick,

This is in response to your latest request.

Customer Relations in Everett Washington received your recent objections therefore, the written response will be from this office.

I am including the verbiage from the original letter initiated at this office September 1, 2001 signed by Marion Gallentine, Region Customer Relations Manager-NW so that you are clear about contact with us.

*We require that any future contact with us be in writing. This includes contact with any Customer Relations office or customer service channel, for your business, [REDACTED] and your residence line, [REDACTED]. Only contact by telephone to either our business or consumer repair channels will be allowed to report any our-of-service or non out-of-service conditions with your telephone line.*

As indicated in the original letter, the restriction is indefinite.

You may also continue to send faxes to Customer Relations at 425/259-9834.

Thank you,

A handwritten signature in cursive script that reads "Stan Tate".

Stan Tate  
Customer Relations for Verizon Network Services Inc.

EP-15'01(TUE) 08:44 THE BEST RELATIONS

4251599834

P.002



Verizon Northwest, Inc.  
Customer Relations  
PO Box 1003, WA0103CR  
Everett, WA 98206

EXHIBIT 6

September 25, 2001

SENT VIA FACSIMILE

Mr. Jeff Clark  
Corridor 7 Data LTD

Dear Mr. Clark:

This is in response to your latest request.

I am enclosing the verbiage in the letter we sent to you that you refused so that you are clear about contact with us:



We require that any future contact with us be in writing. This includes contact with any Customer Relations office or customer service channel, for your business line, 425-822-3100 and your residence line, [REDACTED]. Only contact by telephone to either our Business or consumer repair channels will be allowed to report any out-of-service or non-working service conditions with your telephone lines.

The numbers for Repair are: Business ..... 1-800-433-2000  
Residence ..... 1-800-433-1000



Also, you asked for a clear and concise statement as to how long your telephone contact with us would be restricted. The restriction is indefinite.

You may fax your requests to the Business Solutions Center at 425/251-5200. You may also send correspondence to Customer Relations or the Business Solutions Center at the addresses below:

Verizon Customer Relations  
PO Box 1003, WA0103CR  
Everett, WA 98206

Verizon Business Solutions Center  
PO Box 1003, WA0104BC  
Everett, WA 98206

You may also continue to send faxes to Customer Relations at 425/251-8834.

Thank you.

Marion Galantine  
Regional Customer Relations Mgr-NW

cc: WJTC