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December 2, 2005

RECEIVED

DEC 07 2005

PUBLIC SERVICE  
COMMISSION

Ms. Beth O'Donnell  
Executive Director  
Public Service Commission  
211 Sower Blvd.  
P.O. Box 615  
Frankfort, KY 40602-3940

FAXED TO: (502) 564-3460

**RE: Case No. 2005-00385**

Dear Ms. O'Donnell

The Public Service Commission (PSC) has requested that I provide documentation that Diversified Consultants, Inc. (DCI), as agent for Verizon Wireless, accepted my offer to settle the disputed debt Verizon claims was due to them. Thus far I have provided the PSC with all of the written documentation that I have explaining the timeline of this matter. However, in an effort to more clearly explain my understanding of the issues, I have provided in this correspondence a more detailed explanation of the matter and my position.

Please note that the following issues have never been resolved:

1. Verizon Wireless has not provided me with the detail for my monthly bills. I received an account summary, but no detail for each month. Their website (where I was directed to obtain this information) is extremely slow and would "time out" before I could access the information I needed. For Verizon to continue to insist that I owe them money, but not break down the detail of this debt – especially since it is disputed – is an issue.
2. Verizon Wireless now states that DCI is a collection agency acting on their behalf. However, when I was first contacted by DCI, Mr. Hugh Nichols specifically stated that DCI was NOT a collection agency, but was a consulting firm retained by Verizon to seek resolution on outstanding disputes about service. He affirmatively stated that he was NOT calling me about the bill. I took Mr. Nichols at his word, only to discover later that DCI is a collection agency. Although I am not an attorney, it is my understanding that DCI is legally required to disclose their role as a collection agency. Failure to do so is a clear violation of the Fair Debt Collection Practices Act. Perhaps the Kentucky Attorney General's Office would be interested in pursuing this matter.
3. As stated in previous correspondence, it appears that Verizon did not incorporate my new rate plan into its system. Without detailed billing records, this can not be confirmed.
4. On January 14, 2005 when I spoke to DCI, my conversation included not only Mr. Hugh Nichols, but his supervisor as well. On that date during this telephone

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conversation, we came to an agreement regarding the disposition of the disputed debt. At that time I authorized payment in the amount of \$250.53 in an effort to put this matter behind me. In addition, it was agreed that Verizon would not file derogatory information with credit reporting agencies. Given my history of frustration with Verizon Wireless, a reasonable person would conclude that I would not have authorized this payment unless DCI (on behalf of Verizon Wireless) had agreed to the terms we discussed that day. In fact, to confirm our verbal agreement, I sent the letter dated January 20, 2005, in which I reiterated our conversation of the 14<sup>th</sup> of January. The letter was sent when I became aware that DCI had debited my bank account.

It remains my contention that I owe no money to Verizon Wireless. I have disputed this debt repeatedly. A reasonable person, given the same scenario, would arrive at the same conclusion.

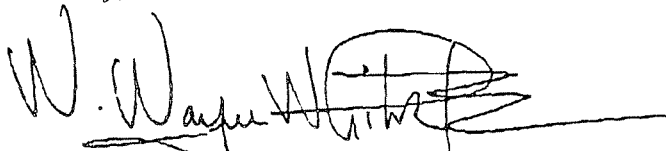
A review of my long-term credit history will reveal that I meet my financial obligations. I have worked diligently all of my life to do the right thing in every endeavor, including serving in the Marine Corps during the Vietnam conflict and putting myself in harms way to protect the rights of Americans like Mr. Bulat. This matter has caused me a tremendous amount of stress. It may ultimately keep me from qualifying for a mortgage loan to purchase a home. Some might advise me to simply pay Verizon Wireless this disputed amount and put this matter behind me.

However, I stand on principal. And I made a good faith effort to settle this matter. I met Verizon more than halfway in this matter. I believed that a compromise had been forged and that both parties were putting this matter to rest and moving on. However, nearly a year later, this matter continues to drag on. And it has now negatively affected my credit rating. Verizon Wireless contends that they have no power to remove derogatory information from my credit report. This is patently false.

I am also deeply disturbed by the fact that DCI misled me when they contacted me in January. And they apparently are not standing up to their end of the agreement. Not only did they violate federal collection law by misrepresenting who they are, they also did not pass on the agreement to Verizon Wireless.

I thank the PSC for considering this matter. Please let me know if I can provide additional information. If an amended Complaint is required of me, I will happily prepare it.

Sincerely,



W. Wayne Whitworth

*PS: I previously submitted copies of my bank statements as evidence that funds were withdrawn from my account. Please remove from the public record any information such as Social Security Number and bank account information from public record.*