



BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

FILED

06-24-11
03:54 PM

Sharon Tesler,

Complainant

(ECP) C1106023

vs.

Case (C). _____

Sprint Nextel of California Inc.
(U3066C),

Defendant

COMPLAINT
(Rule 4.5)

COMPLAINANT	DEFENDANT
<p>Sharon Tesler 1816 Frobisher Way San Jose, CA 95124 Phone: (408) 723-1608</p>	<p>Sprint Nextel of California Inc. (U3066C), Attn: Stephen H. Kukta, Esq. 201 Mission Street, Suite 1500 San Francisco CA 94105 phone (415) 572-8358 email: stephen.h.kukta@sprint.com</p>

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

(A)

Case Number _____

(for Commission use only)

COMPLAINANT(S)

vs.

(C)

Have you tried to resolve this matter informally with the Commission's Consumer Affairs staff?

YES NO

(B) *Sharon Tester*

Has staff responded to your complaint?

YES NO

DEFENDANT(S)

(Include Utility "U-Number", if known)

Did you appeal to the Consumer Affairs Manager?

YES NO

Sprint Nextel

Do you have money on deposit with the Commission?

YES NO

Amount \$ _____

Is your service now disconnected?

YES NO

COMPLAINT

(D)

The complaint of (Provide name, address and phone number for each complainant)

Name of Complainant(s)	Address	Daytime Phone Number
<i>Sharon Tester</i>	<i>1816 Frobisher Way, San Jose, CA</i>	<i>408 723 1608 (415) 235-2134</i>

respectfully shows that:

(E)

Defendant(s) (Provide name, address and phone number for each defendant)

Name of Defendant(s)	Address	Daytime Phone Number
<i>Sprint Nextel</i>	<i>201 State Route 17 North 3rd Floor</i>	<i>866 727 0665</i>

(F)

Explain fully and clearly the details of your complaint. (Attach additional pages if necessary and any supporting documentation)

~~There is an intermittent problem with my Sprint service that has not been fixed.~~
~~There is an intermittent problem with my Sprint service that has not been fixed.~~

There is an intermittent problem with my voicemail. Sprint has not fixed it in a timely manner and raised my rates when I complained and told them I was going to contact the PUC. They have been dishonest in their replies to my PUC complaint. They refuse to provide documentation for any reason for my rate increase and have, in fact, given me different reasons for the increase and/or denied it. See attached for full explanations. Thank you.

(G) Scoping Memo Information (Rule 4.2(a))

(1) The proposed category for the Complaint is (check one):

adjudicatory (most complaints are adjudicatory unless they challenge the reasonableness of rates)

ratesetting (check this box if your complaint challenges the reasonableness of a rates)

(2) Are hearings needed, (are there facts in dispute)? YES NO

(3) Regular Complaint Expedited Complaint

(4) The issues to be considered are (Example: The utility should refund the overbilled amount of \$78.00):

The utility should acknowledge my complaint and fix my voicemail.
The utility should refund the overcharged amount of \$126⁰⁰ (at the time of this signing) and stop overcharging me going forward the amount that my bill suddenly increased beyond my employee discount (I'm being ~~over~~ overcharged approx \$18⁰⁰ per month since I complained.

(5) The proposed schedule for resolving the complaint within 12 months (if categorized as adjudicatory)

or 18 months (if categorized as ratesetting) is as follows:

Prehearing Conference: Approximately 30 to 40 days from the date of filing of the Complaint.

Hearing: Approximately 50 to 70 days from the date of filing of the Complaint.

Prehearing Conference (Example: 6/1/09):	
Hearing (Example: 7/1/09)	

Explain here if you propose a schedule different from the above guidelines.

(H)

Wherefore, complainant(s) request(s) an order: State clearly the exact relief desired. (Attach additional pages if necessary)

I would like Sprint to fix the voicemail associated with ~~cell~~ my cell phone (415)235-2131.

I would like Sprint to refund \$112 that they overcharged me since August (as of this date) and ~~re~~ reinstate my rate that

I was paying up until May ~~of 2010~~ ~~of 2011~~ ~~of 2012~~ ~~of 2013~~ ~~of 2014~~ ~~of 2015~~ ~~of 2016~~ ~~of 2017~~ ~~of 2018~~ ~~of 2019~~ ~~of 2020~~ ~~of 2021~~ ~~of 2022~~ ~~of 2023~~ ~~of 2024~~ ~~of 2025~~ ~~of 2026~~ ~~of 2027~~ ~~of 2028~~ ~~of 2029~~ ~~of 2030~~ ~~of 2031~~ ~~of 2032~~ ~~of 2033~~ ~~of 2034~~ ~~of 2035~~ ~~of 2036~~ ~~of 2037~~ ~~of 2038~~ ~~of 2039~~ ~~of 2040~~ ~~of 2041~~ ~~of 2042~~ ~~of 2043~~ ~~of 2044~~ ~~of 2045~~ ~~of 2046~~ ~~of 2047~~ ~~of 2048~~ ~~of 2049~~ ~~of 2050~~ ~~of 2051~~ ~~of 2052~~ ~~of 2053~~ ~~of 2054~~ ~~of 2055~~ ~~of 2056~~ ~~of 2057~~ ~~of 2058~~ ~~of 2059~~ ~~of 2060~~ ~~of 2061~~ ~~of 2062~~ ~~of 2063~~ ~~of 2064~~ ~~of 2065~~ ~~of 2066~~ ~~of 2067~~ ~~of 2068~~ ~~of 2069~~ ~~of 2070~~ ~~of 2071~~ ~~of 2072~~ ~~of 2073~~ ~~of 2074~~ ~~of 2075~~ ~~of 2076~~ ~~of 2077~~ ~~of 2078~~ ~~of 2079~~ ~~of 2080~~ ~~of 2081~~ ~~of 2082~~ ~~of 2083~~ ~~of 2084~~ ~~of 2085~~ ~~of 2086~~ ~~of 2087~~ ~~of 2088~~ ~~of 2089~~ ~~of 2090~~ 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(K)

REPRESENTATIVE'S INFORMATION:

Provide name, address, telephone number, e-mail address (if consents to notifications by email), and signature of representative, if any.

Name of Representative:	
Address:	
Telephone Number:	
Email:	
Signature	

VERIFICATION
(For Individual or Partnerships)

I am (one of) the complainant(s) in the above-entitled matter; the statements in the foregoing document are true of my knowledge, except as to matters which are therein stated on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct.

(L)

Executed on March 23, 2011, at San Jose, California
(date) (City)



(Complainant Signature)

VERIFICATION
(For a Corporation)

I am an officer of the complaining corporation herein, and am authorized to make this verification on its behalf. The statements in the foregoing document are true of my own knowledge, except as to the matters which are therein stated on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct.

(M)

Executed on _____, at _____, California
(date) (City)

Signature of Officer

Title

(N) **NUMBER OF COPIES NEEDED FOR FILING:**

FILE the original complaint plus 6 copies, plus 1 copy for each named defendant, with the Commission. Total of eight (8) copies altogether for one defendant.

(O) MAIL TO: California Public Utilities Commission
Attn: Docket Office
505 Van Ness Avenue, Room 2001
San Francisco, CA 94102

PRIVACY NOTICE

This message is to inform you that the Docket Office of the California Public Utilities Commission ("CPUC") intends to file the above-referenced complaint electronically instead of in paper form as it was submitted.

Please Note: Whether or not your Complaint is filed in paper form or electronically, Complaints filed with the CPUC become a public record and may be posted on the CPUC's website. Therefore, any information you provide in the complaint, including, but not limited to, your name, address, city, state, zip code, telephone number, Email address and the facts of your case may be available on-line for later public viewing.

Having been so advised, the Undersigned hereby consents to the filing of the referenced complaint.



Signature

3/22/2011

Date

Sharon Tesler

Print your name

Fully Explain the Details of your Complaint:

I had/have an intermittent problem with the voicemail on one of my Sprint phone lines, 415 235 2131. On occasion, rather than receiving a voicemail, I receive notification that I have a voicemail, but then there is dead air rather than the message (it first states the number the call came from). This has happened at least 20 times starting in April 2010 (Sprint inaccurately states that I first notified them in May. This is false). I have lost income due to losing a job due to this problem (I realize I cannot ask for reclaimed monies from this with this venue, but Sprint needs to fix the problem so this doesn't happen again).

Please see both files 108383 and 131162 for further details, and the 2 enclosed faxes I had sent in for clearer understanding of the issues.

I have spent over 40 hours on the phone with various entities from Sprint trying to get this resolved. Each time it happens they ask that I save the blank message for them to hear so they can fix the problem. The problem is still not fixed, and Sprint has only responded to my call for help on one of the last 3 times it happened. Sprint is not honest in their response when they claimed I told them the problem was fixed. That is completely false. In fact, Sprint (Mr. Shipman-the person that the PUC case was referred to on their end) told me this was fixed early on, and it happened again twice afterwards during the time Mr. Shipman and I were still in contact). I kept telling Sprint I could not tell them that the problem was fixed until it did not happen for a little while. I've had the problem with my voicemail twice in one day, and then there were times when it did not occur for a couple of weeks or more. I was continuously asking Sprint to tell me if it was fixed or what they did to fix it, but after a while they refused and would tell me that could not promise it would not happen again.

Around the same time that I was seeking help from Sprint and told them I was going to contact the PUC to get some resolution and make sure this didn't happen to other telephone customers my cell phone bills suddenly shot up for no reason. There was an employee discount that was discontinued which I was getting from my employer, but this did not account for most of the amount of the discrepancy (and the timing didn't coincide regardless).

When I asked Mr. Shipman why my bill suddenly went up he told me he would check into it. When I contacted him again he told me that it had not gone up. I insisted it did, and after doing further research he told me about an employee discount that had ended. That did not account for most of the discrepancy, so Mr. Shipman did more "research" once again. Then he told me that I had a 2 year discount which was supposed to end in August but was mistakenly ended in May, so they were going to credit me the 3 months "discount". However, he refused to provide any documentation about any "2 year discount" or have any information about why it would be "mistakenly" rescinded "early". I never had a "2 year discount" or any expiring discounts of any kind that I was aware of

so repeatedly requested documentation (I asked for this in my Sprint complaints as well, but it was not provided. It also seems odd that if a two year discount actually existed (which I should have been made aware of had that been true) it "accidentally" got discontinued 3 months early (which no one could explain and also it is interesting that I had to point it out).

Furthermore, as you will see in the attached letter, the fact that there was no "expiring discount was confirmed by a Sprint employee named Chris on December 19th. He told me that I never had any discounts that expired and that the large increase on my bill was due to being charged for text messages that were not made (he claims I went over every month since my bill increase including 1032 text messages sent from my parent's phone--they do not text!). This is not true either and, again, I wrote about in the fax I sent to you but Sprint did not really address it! Did the employee that I spoke to lie also??? He told me he was reading to me from my account information off their computer screen! Again, please see the attached fax for further details.

I am writing this letter and appealing to you now because Sprint is not honestly addressing the issues I am bringing up. Some of their statements are dishonest or they are not addressing things (for example, my conversation with Chris regarding the texting, the request for documentation, the unfixed voicemail issue) . As I previously stated I NEVER advised Sprint that my voicemail was working properly and Sprint was contacted several times both before and after the dates mentioned in the letter. Several times the technicians acknowledged the problem (after listening to messages I had to save!), and I have other witnesses who listened to these "dead air" messages as well. Most of the time Sprint did not return my calls or do so in a timely manner, and most of the time after one of these "dead messages" was reported they could not give me an estimated fix date and I would be asked to be contacted but was not. Sprint only acknowledged 1 messages to which they did not claim responsibility, one of which they said came from an AT&T number so was an AT&T problem for that particular call.

Thank you very much for your help.

Regards,
Sherry Tesler

FAX: 415 703 1158

1816 Frobisher Way
San Jose, CA 95124

Dec. 19, 2010

Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

RE: File Number 131162, 108383-NEW INFORMATION TO ADD TO MY CASE!!

Since I sent the last fax to you I had another yet incident of a lost message happen, which Sprint is aware of and I saved for them, yet again, on my voicemail at their insistence. I received a voicemail a couple of days ago from them saying they are still researching the problem to figure out what it is (9 months after my initial call-still the same problem happening of their losing my messages and they still have not fixed it).

FURTHERMORE, today is the 19th of the month, the beginning of a brand new cycle of billing minutes. Knowing I came close to using my allowable 500 texts on my last cycle from my 415 235 2131 phone number, I decided to call Sprint because I know that I have text messages allotted to n my other phones on my plan, so I wanted to see how many I was allowed on each or find out if I could switch allotments if one phone had more. I called Sprint to verify which phone had how many and got some interesting news that furthers my case against Sprint. I spoke to Chris from the Topeka office, employee number YW800884 (he would not give me his last name).

First off he thought I was asking how many texts I have used this month, which includes just today, December 19th. He told me I have used 3. I have used 0, I haven't texted anyone and no one has texted me. He verified that that is the information they have, he couldn't explain why or tell me what numbers they were from and to (nor did he offer to fix it).

Secondarily, I asked him why my bills had been going up from around \$93-\$96 per month to over \$110. He told me that part of it was my airline discount had ended in August (which I knew about, but didn't explain the rest of the ncrease). I asked him whether there was any other type of discount that ran out or discontinued between April of this year and now to explain the difference and he verified and assured me that no, there was/is no other discount that has run out or expired or been removed (which was the reason that Sprint gave for suddenly charging me more when I started having this problem and complaining about it though they never would provide proof or paperwork and it wasn't anything I ever heard of-I believe that is also what they told you, but didn't provide documentation.

FURTHERMORE, Chris told me that the reason I've been charged more the last several months is that I am going over my text messages on all three lines. The irony is, that of all the people on my plan, the only one that texts is me, and only from the 415 235 2131 number!!!! For example, in August, I'm told that 415 235 2131 used 527 texts with 500 allowed, 408 373 1252 used 1032 texts out of 1000 allowed, and 408 230 6378 used 532 out of 500 allowed, so the difference I was paying was for the text overage!!! He gave me similar examples for other months, telling me 408 230 6378 used 517 texts out of 500 this month this month, for instance (they did not use any!!!!). So Sprint is being dishonest and corrupt here-the other phones aren't being used to text!

That is what Chris says I've been paying for, though I don't see it in my bill and can't understand or explain my bill which is why I contacted Sprint and can't get an honest answer!!!

Another odd thing Chris told me was that he showed 500 texts allowed on two of the phones and 1000 allowed on the 408 373 1252, but he said 500 extra of those were added on 5/26/2009. I was not aware of anyone adding anything in 2009???

Please help. I would change plans and have been looking into it, but the plans are all more expensive right now. Many people I know are grandfathered into cheaper contracts (many paying less than I do for more) as I thought I was with Sprint-a benefit to many of brand loyalty. I will likely have to change plans anyway, but this needs to be resolved with Sprint and it needs to be fixed or the public needs to know about it (as do you), and also I have been having to pay fake charges on bills for the past several months (and possibly prior to that!). They have been dishonest with me and with you and in this fax and conversation today just another example.

Thank you very much.

Sincerely,

Sharon Tesler

Sincerely,

Sharon Tesler

FAX: 415 703 1158

1816 Frobisher Way
San Jose, CA 95124

Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

RE: File Number 131162, 108383

I received the reply to my complaint regarding Sprint PCS, and Sprint was dishonest in the statements they made in their letter(s).

In the most recent letter I received regarding (case 131162) it states that "the utility informed us on November 22, 2010 that their technical support representative contacted you on November 7, 2010 and resolved your voicemail problem". This is completely fictitious. The last dealing I'd had with Sprint PCS at the time of this complaint was a call from William Shipman after he had received my complaint and we discussed the fact that the issue was not yet resolved. I've had many people there (including William Shipman) tell me that the problem was resolved at different times, only to have it happen again (and Sprint concurs it happens again because they insist on my saving the voicemails in question because this supposedly is what they need to resolve the issue). They will not, however, put it in writing that it is fixed which leaves me dealing with the consequences and financial repercussions when it's not fixed and I miss/lose a message and a paying job. The problem has occurred again since I spoke to Mr. Shipman (and twice since the last time I was told it was fixed), and I spoke to a technical representative after I contacted them again the last time who said he would call back within 48 hours but he did not.

Furthermore I've never heard of a "discount" that Sprint is now claiming I was only receiving for two years after they raised my rates upon my complaining about my service. I was told that the pricing I had was what I was being given for my plan which remains in effect until I change plans (as has always been the case with the account that I've had with Sprint for many years as well as my friends and coworkers with their respective plans).

I had noticed that my bill suddenly went up when I complained about my voicemail issues and told them I would call the PUC with my initial complaint (108383) and contacted Mr. Shipman about it. He insisted several times over several phone calls I made to him that my charges had not increased and that my bill was the same as it was previously. This did not make sense to me because I knew the approximate price I had been paying and rarely, if ever, do I go over my minutes. Mr. Shipman finally

acquiesced that my bill did go up, but he did not know why. He later stated that after research he was told that I had a "discount" that was supposed to be have been applied for two years (up until July, he purports), but Sprint ended it in April (coincidentally when I complained about my service and mentioned contacting the PUC-but, again, Mr. Shipman did not know why nor could he give me an explanation). He could not explain, why they had "mistakenly" raised my rates in April, but said all they would do to "fix it" was to credit me for 3 months up to July. I asked him to kindly send me the documentation regarding this "2 year discount" which I'd never heard of any or had any paper work to substantiate it since I had never heard about it or seen anything, or signed anything regarding this, and he refused to provide it. He did tell me he would send it to you with his reply letter upon my insistence, but I have not seen it nor am aware of its existence. I see no reason why they would not provide it.

Going back to the initial problem regarding my voicemail, the problem is intermittent and what happens is that occasionally when someone leaves a voicemail, I will get the number the call came from and then a long pause where there should be a message (but the voice gets lost). I have lost income (2 jobs now that I know of) due to this problem, and Sprint is well aware of this. I spent over 40 hours over the phone with several people trying to get this resolved, but to no avail.

After I wrote to you the first time (file number 108383) , I was contacted by a Mr. William Shipman. He told me that the issue was resolved, and then it happened again! He actually told me they fixed the problem on 2 different occasions, and after each of those it occurred again (one of which resulted in my second loss of income). After each time that it happens they insist that they need an "example" (which I save on my voicemail) which they insist will enable them to fix it. The problem still keeps happening and just happened again (on November 22nd), and at this point they don't even bother to follow up with me regarding resolution (I was told I'd be contacted within 48 hours to tell me what they found and when it would be fixed) but I was not and have heard nothing!!!). When I've called customer service (*4) since I initially contacted you they refuse to speak with me and I'm told someone will have to call me back (I'm told they've "marked" my account) but the promised help/calls do not arrive (which is part of the reason I've had to call Mr. Shipman even though he has not proved helpful-I initially tried calling customer service about my bills but not one would call me back or talk to me. I was also told to email their CEO directly (which I've tried after being told he personally answers all his e-mails), but to no avail.

Going back to my first complaint (108383), Sprint falsified the information regarding the month in which I made them aware of the problem, as well as the fact that they had not fixed the problem. They also don't fully disclose the facts and circle the complaints without answering. They tried to make it sound like they voluntarily gave me a new device. They did give me a new device (which has many problems and I don't like) because one of their "supervisors", Debbie, who I was on the phone with for over 3 hours, erased all my messages (without forewarning me) and then insisted she did not do that and that it was coincidental timing and that the deletion of my messages (and the problems with my voicemail) were due to my device which she claimed was faulty.

Therefore she sent me a new device, and I gave away my other one (which I liked much better).

To explain in more detail what happened with Debbie, she had called me and said she needed to call me on a landline so she could work with me on my phone, and when she called back my messages were all gone (I had saved them because I needed the numbers and information on them). Debbie said all she had done was a phone reset, and that resets don't affect my voicemail or outgoing messages (both my outgoing and saved messages suddenly disappeared). However, everyone else I've spoken to since at Sprint has said that when they do a reset it will wipe out your messages. IF, in fact, that needed to be done (though it obviously did not fix the problem), she needed to have told me so I could have gotten the information I needed first. I also should not have been told that it was caused by a faulty device (I told her several times that it did not make sense to me but she insisted) so I could have kept my old phone (in fact, I asked them for the same type but was told they could not provide it and no longer had them or anything comparable). My "new" phone does not have a good locking system (I've brought it in to several sprint stores to ask them how to resolve the problem and am told there is no solution) and I constantly inadvertently calls people when the phone is in my purse or pocket.

I was given some courtesy adjustments after I wrote to an email address which I was told belonged to the CEO, some of which was to offset the replacement headset and chargers I had to get with the new phone. It did not come close to offsetting the income I lost due to their not resolving the problem after my repeated attempts to get their help (and though I know about two there could have been more that I don't know about), nor compensating me for all the hours and time I've endured trying to resolve this (and note that no adjustments were made since July though the problem is still occurring 4 months later!). However, the issue is really the greater one of their still not resolving my voicemail issue and now charging me more for my plan since I've complained, and falsifying statements in their reply to my complaint to you.

Please also note that in Sprints initial reply to my first complaint (108383), they state that "we were unable to duplicate Ms. Tesler's issues". However, they as I stated previously, they had me save the "blank" messages that I received and noted for them the time, date and phone number they came from, which they reviewed with me and acknowledged several times. So, I'm not sure what the significance of them being unable to duplicate them, since they personally observed the problem on several occasions and told me that they either fixed it or were trying to fix it. Does that mean that since they couldn't "duplicate" it they didn't feel the need to fix it? Apparently so, since they didn't and they made that statement to you which I don't understand the significance of. The problems have occurred and voicemails saved before, during and after both response letters were received.

Thank you for your kind assistance in this matter. Please let me know if you have any further questions.