

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA



FILED
10-18-16
04:59 PM

Robert Meijer,

Complainant,

C1610009

vs.

Sprint Telephony PCS, LP (U3064C),

Defendant.

Complaint
(Rule 4.2)

PART 1 OF 3 PARTS

COMPLAINANT	DEFENDANT
Robert S. Meijer 9052 Geraldine Place San Diego CA 92123 T-619-602-7250 Email: Major_Monitors@Sprynet.com	Sprint Telephony PCS, LP Attn: Stephen Kukta, Director, State Regulatory 201 Mission Street, Suite 1500 San Francisco CA 94105 T1-415-572-8358 T2-415-684-7316 Email: stephen.h.kukta@sprint.com

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

(A)

Robert Meijer

COMPLAINANT(S)

vs.

(B)

Sprint Telephony PCS, LP

DEFENDANT(S)

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

(for Commission use only)

(C)

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

YES NO

Has staff responded to your complaint?

YES NO

Did you appeal to the Consumer Affairs Manager?

YES NO

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
Robert Meijer	9052 Geraldine Place, San Diego, CA 92123	619-602-7250

respectfully shows that:

(E)

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

Name of Defendant(s)	Address	Daytime Phone Number
Sprint Telephony PCS, LP	900 7th Street, NW, Suite 700, Washington, DC, 20001	202-585-1902

(F)

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

The purpose of this adjudicatory complaint is to secure the Commission's response to Sprint's apparent breaches of the Amended Settlement Agreement and Contract¹ of the Commission's CPUC Case C.08-08-026 ALJ/MAB/tcg, hereinafter referred to as The Agreement. Particular reference is made to Item 16 of The Agreement's Exhibit A and the jurisdictional authority provided to the Commission thereby.

No relief is sought other than the Commission's enforcement of Sprint's full and demonstrable compliance with The Agreement as currently written and interpreted by the Commission. Further, that no future changes be made to The Agreement or its enforcement without the written affirmative² consent of affected FC0 customers and the Commission. Further, that all such changes be properly preceded by corresponding amendment of The Agreement as specified in Item 25 thereof.

¹ See Item 24c.

² Opt in only.

(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):

Commencing with my June and July 2016 billings, I noted what appeared to be Sprint's deliberate and willful breach of multiple terms and conditions of The Agreement as shown in Exhibit A thereof. Accordingly, I filed an informal complaint assigned CPUC File Number 400506.

Resulting discussions with Sprint's Michal A. Martin were assigned their File Number 2216893. These discussions with Sprint continued by email until a full and complete impasse was reached over my request for Sprint's clarification of "whether or not the offered restoration of paper billing" would, or would not "be in compliance with the billing processes and procedures as fully described in both the Amended Settlement Agreement and Sprint's applicable FC0 "Terms and Conditions" as fully articulated in the Amended Settlement Agreement's Exhibit E.

(K)**REPRESENTATIVE'S INFORMATION:**

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

Name of Representative:	
Address:	
Telephone Number:	
E-mail:	
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 14th of Sept. 2016, at San Diego, California
(date) (City)

RSM/hs
(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:

If you are filing your formal complaint on paper, then submit one (1) original, six (6) copies, plus one (1) copy for each named defendant. For example, if your formal complaint has one defendant, then you must submit a total of eight (8) copies (Rule 4.2(b)).

If you are filing your formal complaint electronically (visit <http://www.cpuc.ca.gov/PUC/efiling> for additional details), then you are not required to mail paper copies.

(O) Mail paper copies 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 Formal Complaint electronically instead of in paper form as it was submitted.

Please Note: Whether or not your Formal Complaint is filed in paper form or electronically, Formal 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 Formal Complaint, including, but not limited to, your name, address, city, state, zip code, telephone number, E-mail 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.

RSM/hs

Signature

14th of Sept. 2016

Date

Robert S. Meijer

Print your name

Summary

The purpose of this adjudicatory complaint is to secure the Commission's evaluation of Sprint's apparent breaches of the Amended Settlement Agreement and Contract¹ as created in the conduct of Commission's CPUC Case C.08-08-026 ALJ/MAB/tcg, hereinafter referred to as The Agreement. Particular reference is made to Item 16 of The Agreement and the jurisdictional authority provided to the Commission thereby.

No relief is sought other than the Commission's enforcement of Sprint's full and demonstrable compliance with The Agreement as currently written and interpreted by the Commission. Further, that no changes be made to The Agreement or its enforcement without the written affirmative² consent of affected FCO customers and the Commission. Further, that all such changes be properly preceded by corresponding amendment of The Agreement as specified in Item 25 thereof.

File History

Commencing with my June and July 2016 billings, I noted what appeared to be Sprint's deliberate and willful breach of multiple terms and conditions of Sprint's Amended Settlement Agreement, entered into pursuant to CPUC Case C.08-08-026 ALJ/MAB/tcg. Accordingly, I filed an informal complaint assigned CPUC File Number 400506.

Resulting discussions with Sprint's Michal A. Martin were assigned their File Number 2216893. These discussions with Sprint continued by email until a full and complete impasse was reached over my request for Sprint's clarification of "whether or not the offered restoration of paper billing" would, or would not "be in compliance with the billing processes and procedures as fully described in both the Amended Settlement Agreement and Sprint's FCO "Terms and Conditions" as fully articulated in the Amended Settlement Agreement's Exhibit E.

Upon arriving at this impasse, Sprint promptly sent CPUC a mailed notification that the entire "inquiry" was resolved through restoration of "paper billing" and the confirmation that Sprint "has not changed" the Terms and Conditions" of my calling plan. The CPUC, upon receipt of Sprint's report³, immediately closed the case without allowing me even the smallest opportunity to comment on Sprint's closing letter. This formal complaint derives from that preempting of my informal complaint.

In actual fact, Sprint is knowingly and demonstrably in breach of The Agreement, Exhibit E thereof (its "Statement of Changed Rates, Terms and Conditions) and multiple *other* items of that same Agreement. Sprint's explanation of its continuing breaches is that it understands the entire body of adjudications so established serve not as

¹ See Item 24c

² Opt in only.

³ In 8/29/16 letter to Doretta Dea alleging "necessary steps have been taken to resolve (my) concerns."

enforceable contractual agreements but as "Guidelines." This complaint provides the Commission with the unambiguous opportunity to confirm or deny that interpretation of the Commission's authority.

Sequence of Events

1. In late May and early June, Sprint began sending me multiple text messages to the effect that they were going to initiate a new service offering email billings -- an entirely reasonable idea, without objection.
2. Unilaterally and entirely without my affirmative consent, Sprint simply, and without notice, discontinued *all* billings -- much as described in the Recitals of the Amended Settlement Agreement.
3. As the due date for my August billing approached, I expected an emailed bill of call detail and associated charges but received no billing at all. Instead, only a text message that reported: "Your bill is now available. Your balance of \$1.98 is due by 08/01. Call *3 or visit <http://sprint.us/XbCzU> to make a payment."
4. The much-vaunted email billings never materialized nor did any kind of email notice of billings due. Concurrent with these changes, Sprint discontinued the practice of "Minimum \$4.51 Billings" as described in Item 11 of The Agreement. My last two mailed invoices billed me for \$3.75 and \$3.73 respectively.
5. Visiting the website connected me to my (original) "My Sprint" account but reported that I was now "Not Authorized" to see my "Call Detail." At this point, I recognized the "game" and sent Sprint checks for both the \$1.98 demanded for August and a second check, by Certified Mail, for \$25 to preclude the Recited cascade previously following alleged non-payment of Sprint billings. I also made my informal complaint to the Commission.
6. Sprint did provide me a nine-digit PIN number and bizarre "Secret Question" that enabled me to view call detail for current billings but still offers no email billing, no minimum billing amount, no email notice of charges due, no call history⁴ and no well-defined billing interval, due date or "grace period" and thereby is recreating the original Recitals of The Agreement.
7. On full examination of my last two "paper billings," I noted the following apparent breaches of the Amended Agreement:
 - a) Amount reported due on my June Billing: \$3.75 (Bellow \$4.51 Minimum Billing⁵)
 - b) Amount reported due on my July Billing: \$3.73
 - c) Multiple "Surcharges," "Taxes" and "Fees" accompanied by the following Sprint Notice:

⁴ For unbilled calls accumulating to amounts due Sprint totaling to less than \$4.51.

⁵ The Agreement, Item 11.

"Sprint surcharges are rates we choose to collect from you at our discretion to help defray certain costs, including but not limited to: costs associated with government programs and network connections. Surcharges are not taxes or amounts we are required to collect from you by law. Surcharges may include, but are not limited to: Federal USF, Regulatory Charge, Administrative Charge, Gross Receipts Charge, and other charges. The amounts and components used to calculate surcharge amounts are subject to change."

The authorization Sprint now believes it has to collect Surcharges, Regulatory Fees and Taxes remains to be reconciled with Item 3 of The Agreement that expressly disallows some of such charges. An audit is strongly indicated.

To be entirely clear, I have no quarrel with substituting emailed billing for USPS billings, provided only that such emails, when they come to exist, fully comply with The Agreement -- rather than serve simply as a basis for discarding Commission adjudications as mere "Guidelines" . . . and, once again, embarking on the same course reflected in The Agreement's Recitals.



May 2010

**STATEMENT OF CHANGED RATES, TERMS AND CONDITIONS
APPLICABLE TO FREE AND CLEAR 0 PLAN**

1. **Long Distance:** Sprint will provide domestic long distance calling for Free and Clear 0 Plan customers at no extra charge (i.e., at no charge above the standard \$0.35 per minute rate for Free and Clear 0 Plan calls) for domestic calls made from within the United States (including Puerto Rico and the U.S. Virgin Islands) to numbers/phones (either landline or mobile) located within the United States (including Puerto Rico and the U.S. Virgin Islands).
2. **Call Rounding:** From and after October 1, 2008, Sprint has provided and will continue to provide 30-second call rounding to all FC0 Plan customers, including those Pioneer Plan customers whose Pioneer Plan (the San Diego Plan) originally provided for 60-second call rounding.
3. **Call Forwarding:** Subsequent to Commission approval of this Agreement, Sprint will charge all FC0 Plan customers a rate of \$0.20 per minute for all call forwarding usage in lieu of the otherwise applicable charge of \$0.35 per minute. The charge of \$0.20 per minute for all call forwarding usage after Commission approval of this Agreement will be applied regardless of the number, either landline or mobile, to which an incoming call is forwarded, and regardless of any Sprint calling plan "add-ons" that may otherwise apply including, but not limited to, "free nights and weekends" and "free mobile to mobile" calling plan "add-ons," and will be applied in lieu of any other charge for such usage that would otherwise apply. The call forwarding feature can only be used to forward domestic calls made from within the United States (including Puerto Rico and the U.S. Virgin Islands) to numbers/phones (either landline or mobile) physically located within the United States (including Puerto Rico and the U.S. Virgin Islands).
4. **Usage Credit to Free and Clear 0 Plan Customers:** Sprint will provide then current FC0 Plan customers with a credit for 25 minutes of usage per month for a 12-month period that begins one month after the effective date of this Agreement. The credits will be offered on a "use it or lose it" basis, i.e., the credits will not accumulate or "roll over" from month to month. Such credits will not be transferable and cannot be exchanged for monetary value under any circumstances. Such credits will apply to calls that would normally be billed. If a customer has any Sprint calling plan "add-ons" on their accounts, (such as the "free nights and weekends" or "free mobile-to-mobile" calling plan "add-ons") those buckets would be used prior to the 25 minute credit. Such credits will apply to either domestic inbound calls or outbound calls. For outbound calls, such credits will only be provided for domestic calls made from within the United States (including Puerto Rico and the U.S. Virgin Islands) to numbers/phones (either landline or mobile) physically located within the United States (including Puerto Rico and the U.S. Virgin Islands). Calls outside of the United States will be billed appropriate international rates. The 12-month period applies to all present and former FC0 Plan customers, regardless of the time when they may rejoin the FC0 Plan or begin to use their phones after the start of the 12-month period (examples: a former FC0 Plan customer rejoins the FC0 Plan in the seventh month after the start of the 12-month period – such customer will have a credit of 25 minutes of usage per month for that month and the following five calendar months only; a current FC0 Plan customer uses his phone for the first time in the sixth month after the start of the 12-month period – such customer will have a credit of 25 minutes per month for that month and the following six calendar months only).



5. **No Bill Sent When Balance Due is Less than \$4.51:** Sprint will continue to not send a bill to FC0 Plan customers if the amount owed by such customers is less than \$4.51 at the conclusion of any billing period. When the cumulative balance due and owing by a FC0 Plan customer is greater than \$4.51 at the conclusion of any billing period, FC0 Plan customers will receive a standard FC0 Plan billing statement, rather than a collection notice, notice of termination or threatened termination, or notice that payment is overdue or in arrears. When an FC0 Plan customer has not been sent a bill in prior months, the customer will not have call detail for those prior months on the bill that is mailed (i.e., if it is a multiple month bill). However, an FC0 Plan customer may obtain such detail by contacting a Sprint customer care representative or by going on-line to view the call detail.