

Decision _____

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Alejandro Lopez,

Complainant,

vs.

Verizon Wireless,

Defendant.

(ECP)
Case 05-07-017
(Filed July 19, 2005)

Alejandro Lopez, for himself, complainant.
Ms. R. Benson, for defendant.

OPINION GRANTING RELIEF, IN PART

Complainant alleges that defendant overbilled him \$858.64 for a wireless data plan. Defendant denies the allegation. Public hearing was held August 29, 2005.

Complainant testified that in April 2004, he purchased a data access service from Verizon Wireless (Verizon) that included a 10 megabyte (MB) per month data limit, which he later upgraded to a 20 MB limit at a cost of \$40 per month. He understands that 20 MB is 20,000,000 bytes of data available to use. He said on July 2004, he was billed for 235,141 bytes which he claims falls within the allowable limits, but Verizon asserts is an over the limit use. He said he computed megabytes as presented in Verizon’s brochures as 1 MB = 1,000,000

bytes, but Verizon actually used 1 MB = 1,024 bytes. This fact was not disclosed on his contract. He believes this is an unfair business practice of Verizon. If he had known that Verizon computed a MB as 1,024 bytes, he would not have used the service to the extent that he did. He paid the bill and now seeks a refund.

Defendant's witness testified that on April 5, 2004, complainant purchased a data plan which included a monthly allowance of 10 MB. On April 16, 2004, complainant changed to a National Access Data Plan which included a monthly allowance of 20 MB. Verizon has never claimed that 1 MB is equal to 1,024 bytes. In its brochures and bills, it states that 1 MB is equal to 1,024 kilobytes (KB). Additionally, complainant's bill indicates a unit allowance for his plan of 20,480 KB. Complainant alleged that there were 235,141 bytes of usage on his July bill; in fact the bill shows complainant's usage as 235,141 KB.

Complainant has confused kilobytes with bytes. Verizon's brochure clearly states that 1 MB = 1,024 kilobytes. That is what complainant contracted for and that is what Verizon provided. The applications complainant used were computed in kilobytes, not bytes: 20 MB equals 20,480,000 bytes, but only 20,480 KB. If complainant had recognized the differences in byte computation and the amount of data access he needed, he could have purchased Verizon's unlimited data plan for \$80/month rather than incurring an \$858 bill. Verizon appreciates this and as a matter of customer relations has offered to refund \$425. We believe this is an equitable resolution of this complaint.

O R D E R

IT IS ORDERED that:

1. Verizon Wireless shall refund \$425 to complainant.
2. Case 05-07-017 is closed.

This order is effective today.

Dated _____, at San Francisco, California.