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September 8, 2006

Mr. Kevin Thompson, Esq.  
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**FILED**<sup>4</sup>

SEP 13 2006

Missouri Public  
Service Commission

Re: Request for Investigation Regarding Business Practices  
of Embarras

Missouri Customer: E. Wayne Taff, 23812 E. Happy Hollow Road,  
Independence, Missouri 64058, Telephone: 816-650-5025

Dear Mr. Thompson:

This letter serves as my formal request that the Commission investigate the practices of Embarras for the purpose of determining whether it has committed fraud and/or collected substantial overcharges in connection with telecommunication services provided by it to Missouri residents.

Let me note at the outset that I will outline practices directed at my wife and me. I do not seek to use your office as a collection agency on my behalf. Rather, the matter came to my attention because the practices happened to be directed to me. However, I

think it quite probable that the practices have been directed to a number of Missouri residents who are unable to protect their own interests.

During June of 2006, I was solicited by Embarq to make substantial changes to the services they provide. Embarq was then engaged in a solicitation campaign to get customers to sign up for its Internet and long distances services, and to also sign up for its "Embarq Solutions," which included caller ID, call waiting and similar services.

While my wife and I typically reject such solicitations, we were interested in the "package" for two reasons. First, we live on the far eastern side of Jackson County and high speed internet has always been unavailable. Second, for a number of years, the only long distance services available to us were through AT&T, with substantial access charges, billed through Sprint (now Embarq). Embarq offered an inexpensive unlimited long distance plan which would eliminate those charges.

As an inducement to get us to make the changes, we were advised we would receive three American Express gift certificates in the amount of \$25 each and that we would also receive a rebate of \$50 for equipment charges in connection with the high speed Internet.

While I will outline the situation in greater detail immediately below, although we have been charged for them, with the exception of the Internet services, we have not been provided the promised services and Embarq refuses to credit the charges. Additionally, we have not received the promised gift certificates or \$50 rebate and Embarq has simply ignored our inquiries regarding those promised items.

#### CALLER ID SERVICES

As noted, we purchased "Embarq Solutions," which features, among other things, Caller ID. We signed up on June 30. We were informed it would take a while for Embarq to make the necessary changes in our account to provide the services. Caller ID worked for two days in earlier July, but then quite working. I thought nothing of it in light of the comments that changes had to be made in the account. However, when I received my August 8 bill which included charges for those services, I contacted Customer Service to explain that the services were not being provided and that the charge should be removed.

I was informed in the call that the charges would not be removed since I had not called technical services and advised them the service was not working, since that meant I could have had the services all along and was just now having problems and was trying to get out of paying my bill. I patiently explained that it would be easy for Embarq to verify the services were not provided, but was told they could not do so. I was then referred to technical services so they could "fix your problem with your phone."

Since I did not want to continue to be charged for services I was not being provided, at that juncture, I explored the idea of simply removing Embarq Solutions. The customer service representative then told me that if I did so, that meant that every time I called a phone exchange other than 816-650, I would have to dial long distance. He also explained that if I made that change, I was no longer eligible for the "special price" for Internet and that my Internet charges would double.

Accordingly, I felt I had no option but to call technical services and see if I could get the problem resolved. When I called technical services, they checked and then determined that, in fact, Embarq had not activated the special features on my line. The purportedly were going to do so. After waiting over a week, I again called and told them the features were not working. It was again confirmed they had not activated the services. Approximately two days later, the services were "activated" and worked for a grand total of two days.

Interestingly, Embarq customers can view their billings and their "account" on line. I have done so. While the on-line billing show the charges for the service and the long distance, discussed below, the "details" of the account show that I have purportedly not even signed up for those services.

#### LONG DISTANCE

As noted, one of the primary reasons I changed the plan was to avoid the AT&T access charges. When I received my first bill on July 8, those charges still appeared. Since I had not made the change until June 30, I assumed they appeared because they were incurred for the prior month.

However, a few days later, I received in the mail a form letter from Embarq advising me that the long distances services would not change until I verified that I

wanted the change to take place. The form included a toll free number to call for verification. However, the number given to call was a *non-working number*. I immediately called the number from the earlier solicitation, advised them that the number did not work, and the representative went on line, came back and said there was no problem, that the switch had been made and verified.

I then received the bill for August 8, and, of course, the AT&T charges continued to appear. That is, I was being charged by Embarq for long distance, while also being charged by AT&T. I called customer service, doing so at the same time discussed above when I spoke with them regarding the caller ID. The customer service representative advised me that since I had not "verified" the change, that no credit would be given. I explained the fact of the non-working phone number and my contact with the solicitor who verified the change. The short response to me was, "you did not verify it, so you will get no credit." I then explored eliminating Embarq long distance and staying with AT&T, but, of course the response was the same as the earlier response - do that and we will double your Internet charges.

It remains to be seen whether this will be straightened out on the September bill.

#### FAILURE TO PROVIDE PROMISE INDUCEMENTS

As noted, when we made the switch, we were told we would receive three gift certificates with a total value of \$75. We were also told we would receive a rebate of \$50. They have not been received, and Embarq has simply ignored two written communications demanding that they be sent.

#### SUMMARY

Where things now stand are as follows:

We have been charged \$26.00 for both July and August for services we have not been provided, with Embarq refusing to credit the \$52.00.

We have paid AT&T charges of \$16.86 for two months, for a total of \$33.72, while simultaneously paying Embarq for long distance, because Embarq gave out a non-working phone number, while refusing to credit the bill.

We have not received \$125 worth of gift certificates or rebates.

This brings the total to \$210.72.

Again, as a 30 year practicing lawyer, I can easily sue Embarq in small claims court. My concern is not the \$211 lost by my wife and me. We can afford the loss. Most of Embarq's customers in Missouri cannot. I think there is a very high probability that this is not an isolated incident, and that many Missouri customers have been subjected to the same practices in connection with Embarq's recent solicitation campaign. Accordingly, I am providing the information so the Commission can conduct such investigation as necessary to protect Missouri residents.

Respectfully,

  
E. Wayne Taff

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