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Chair

HAROLD CRUMPTON

CONNIE MURRAY

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M. DIANNE DRAINER  
Vice Chair

## Missouri Public Service Commission

POST OFFICE BOX 360  
JEFFERSON CITY, MISSOURI 65102  
573-751-3234  
573-751-1847 (Fax Number)  
<http://www.ecodev.state.mo.us/psc/>

December 16, 1999

GORDON L. PERSINGER  
Acting Executive Director  
Director, Research and Public Affairs

WESS A. HENDERSON  
Director, Utility Operations

ROBERT SCHALLENBERG  
Director, Utility Services

DONNA M. KOLILIS  
Director, Administration

DALE HARDY ROBERTS  
Secretary/Chief Regulatory Law Judge

DANA K. JOYCE  
General Counsel

Mr. Dale Hardy Roberts  
Secretary/Chief Regulatory Law Judge  
Missouri Public Service Commission  
P. O. Box 360  
Jefferson City, MO 65102

**RE: Case No. TC-2000-60**

Dear Mr. Roberts:

Enclosed for filing in the above-captioned case are an original and fourteen (14) conformed copies of a **STAFF RECOMMENDATION**.

This filing has been mailed or hand-delivered this date to all counsel of record.

Thank you for your attention to this matter.

Sincerely yours,

Bruce H. Bates  
Assistant General Counsel  
(573) 751-7434  
(573) 751-9285 (Fax)

BHB/mm  
Enclosure  
cc: Counsel of Record

**FILED<sup>2</sup>**  
DEC 16 1999

Missouri Public  
Service Commission

**BEFORE THE PUBLIC SERVICE COMMISSION**

**OF THE STATE OF MISSOURI**

**FILED<sup>2</sup>**

DEC 16 1999

Missouri Public  
Service Commission

Christopher G. Miller,

Complainant,

v.

Sprint Missouri, Inc., d/b/a Sprint,

Respondent.

Case No. TC-2000-60

**STAFF RECOMMENDATION**


COMES NOW the Staff of the Missouri Public Service Commission ("Staff") and for its  
*Recommendation* states:

In the attached *Memorandum*, which is labeled *Appendix A*, the Staff recommends that  
the Missouri Public Service Commission issue an order dismissing the Complaint of Christopher  
G. Miller ("Complaint") in this case, for the reasons stated therein.

5

Respectfully submitted,

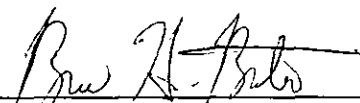
DANA K. JOYCE  
General Counsel

  
\_\_\_\_\_  
Bruce H. Bates  
Assistant General Counsel  
Missouri Bar No. 35442

Attorney for the Staff of the  
Missouri Public Service Commission  
P. O. Box 360  
Jefferson City, MO 65102  
(573) 751-7434 (Telephone)  
(573) 751-9285 (Fax)

### **Certificate of Service**

I hereby certify that copies of the foregoing have been mailed or hand-delivered to all counsel of record as shown on the attached service list this 16th day of December 1999.

  
\_\_\_\_\_  
Bruce H. Bates

**Service List for**  
**Case No. TC-2000-60**  
**December 16, 1999**

Office of the Public Counsel  
P.O. Box 7800  
Jefferson City, MO 65102

Christopher G. Miller  
606 E. High Street  
Jefferson City, MO 65101

Linda K. Gardner  
545 W. 110<sup>th</sup> Street  
Overland Park, KS 66211

# MEMORANDUM

To: Missouri Public Service Commission Official Case File  
Case No. TC-2000-60  
Miller v. Sprint Missouri, Inc.

From: Sara Buyak *SB*  
Telecommunications Department *[Signature]*

*Wes Hendrix 12-16-99*  
Utility Operations Division/Date

*Wm K Hoos 12/16/99 [Signature] 12-16-99*  
General Counsel's Office/Date

Subject: Christopher G. Miller filed a complaint against Sprint Missouri, Inc.

Date: December 16, 1999

On November 16, 1999, the Missouri Public Service Commission's (Commission) Order Directing Filing, requested Staff to conduct an investigation of the facts alleged in the Christopher G. Miller (Complainant) against Sprint Missouri d/b/a Sprint (Sprint) complaint and file a memorandum report of the findings no later than December 16, 1999.

Staff tried to contact Mr. Miller several times by leaving messages with him. Specifically, Staff left messages on November 29, 1999, November 30, 1999, and December 1, 1999. Unfortunately, Mr. Miller never responded to Staff's calls. Staff also notes Mr. Miller failed to respond to the Commission's October 4, 1999 Notice informing him that if he does not reply on or before November 3, 1999, the case will be dismissed. This lack of communication from the Complainant makes it difficult for Staff to address specific circumstances or facts that may be in question. Nevertheless, Staff will attempt to address the facts pertaining to this complaint.

On July 29, 1999, Complainant filed a complaint with the Commission against Sprint. Mr. Miller states that Sprint applied to his bill the "Inside Wire Maintenance Service" charge, a service which he didn't request. The money was refunded on the next billing. The Complainant states the "Inside Wire Maintenance Service" was applied again when he requested an unlisted number. The Complainant requested the \$3.00 monthly charge to be refunded along with the \$1.65 for the late payment charge. Mr. Miller requests the following relief: Sprint to have in writing with the customer's signature, permission to add the "Inside Wire Maintenance Service" charge to the bill.

On August 30, 1999, Sprint filed an Answer and Notice of Satisfaction, in Part, of Complaint. Sprint admits to inadvertently leaving the "Inside Wire Maintenance Service" on Complainant's account when the phone number was changed to an unlisted number. Sprint stated they issued a credit of \$16.60 on July 30, 1999. This credit will appear on Complainant's bill within 60 days of the issuance date, depending upon billing cycles. Sprint mailed the letter (attached to the Answer and Notice of Satisfaction, in Part, of Complaint) to the Complainant. The letter describes the credit and explains that the error was inadvertent. Sprint also states that Complainant's prayer for relief is premised on the idea that Sprint automatically adds this service to customer bills. Sprint officials

claim it is not the company's practice to automatically add inside wire maintenance to customer bills without customer permission as Complainant assumes. The charges in this case resulted from an error in processing the order and not out of a practice of automatically applying the charge without customer consent. The Sprint representative also states they responded quickly to the Complainant and issued a credit of \$19.60, but finds requiring every customer change to be done in writing would delay the changes customers expect on an expedited basis.

Staff contacted a Sprint representative regarding the complaint. Sprint states they mailed the letter to Mr. Miller explaining the error in the Answer and Notice of Satisfaction, in Part, of Complaint. Sprint also states there was an addition error in the Answer and Notice of Satisfaction, In Part, of Complaint, regarding a credit for \$16.60 to be issued on July 30, 1999. A Sprint representative stated Complainant's account actually received a total credit of \$19.60 (5 months at \$3.00 = \$15.00 for the Inside Wire Maintenance Charge and \$4.60 for late payment fees). The Complainant received credits of \$11.90 on August 8, 1999 and \$7.70 on December 8, 1999.

Staff recommends that Case No. TC-2000-60 be dismissed. Mr. Miller was credited \$11.90 on August 8, 1999 and received the last credit of \$7.70 on December 8, 1999. Staff believes the \$19.60 credit fully reimburses Mr. Miller for Sprint's application of the "Inside Wire Maintenance" charge. Current rules and practice do not require every customer change to be done in writing. Furthermore, Staff does not believe Mr. Miller's proposal to require written authorization to add "Inside Wire Maintenance Service" to a customer's account is an acceptable alternative. A requirement to have "Inside Wire Maintenance Service" orders to be done in writing would significantly delay service orders. Inside Wire Maintenance is a deregulated service; therefore it is questionable whether the Missouri Commission has the jurisdiction to establish such a requirement. Staff tried to contact Mr. Miller several times to address the specific circumstances or facts that may be in question but he failed to respond. Based on all these considerations, Staff recommends the complaint be dismissed.

RECEIVED

DEC 16 1999

DL 10:35 PM  
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Public Service Commission