

080000-0T

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF KINGS

08 FEB 21 7:09

-----X  
SCHNEUR STEPHEN POLTER

**SUMMONS**

Plaintiff,

INDEX NO.: \_\_\_\_\_

-against-

Plaintiff designates Kings  
County as the place of trial.  
The basis for venue is county  
in which Plaintiff resides.

VERIZON COMMUNICATIONS, INC.  
T-MOBILE NORTHEAST, LLC, T-MOBILE  
USA, INC., SYNIVERSE TECHNOLOGIES, INC.,  
and WIRELESSBUY.COM, a.k.a. FUSE WIRELESS  
CORPORATION, a.k.a. FUSE COMMUNICATIONS,  
LLC, and WILLIAM TROUT, a.k.a. BILL TROUT

Defendants.

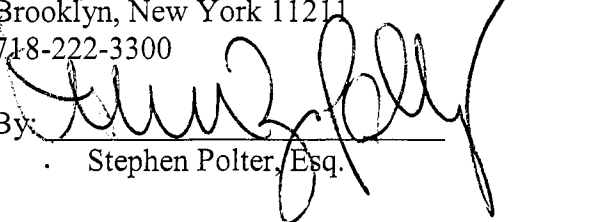
RECEIVED-FPSC  
08 FEB 21 AM 9:32  
COMMISSION  
CLERK

-----X  
TO THE ABOVE NAMED DEFENDANTS:

**YOU ARE HEREBY SUMMONED** to appear in the Civil Court of the City of New York, County of Kings, at the Office of the Clerk of the Court at 141 Livingston Street, in the County of Kings, City and State of New York, within the time provided by law as noted below and to file your answer to the annexed complaint with the Clerk; upon your failure to answer, judgment will be taken against you for the sum of Twenty-Five Thousand Dollars (\$25,000) with interest thereon from the date the claims contained in the attached complaint were first brought to your attention by Plaintiffs, together with costs and disbursements of this action.

Dated: Brooklyn, New York  
February 13, 2008

Schneur Stephen Polter  
266 Broadway, Suite 404  
Brooklyn, New York 11211  
718-222-3300

By:   
Stephen Polter, Esq.

DOCUMENT NUMBER-DATE  
01334 FEB 21 08  
FPSC-COMMISSION CLERK

NOTE: The law provides that:

- (a) If this Summons is served by its delivery to you personally within the City of New York, you must appear and answer within TWENTY days after such service; or
- (b) If this Summons is served by delivery to any person other than you personally, or is served outside the City of New York, or by publication, or by any other means other than personal delivery to you within the City of New York, you are allowed THIRTY days after such proof of service is filed with the Clerk of the Court within which to interpose an answer or appear.

**AMERICAN CLERICAL SERVICE, except for the "direct mailing below"**

TO: Verizon Communications, Inc.

Via NYS DOS (Pursuant to the BCL) (2 copies)

T-Mobile Northeast, LLC

Via NYS DOS (Pursuant to the BCL) (2 copies)

T-Mobile USA, Inc.

Via NYS DOS (Pursuant to the BCL) (2 copies)

Syniverse Technologies, Inc.

Via NYS DOS (Pursuant to the BCL) (2 copies)

WirelessBuy.com (Pursuant to CPLR §302(a)(1)-(3) & BCL §307)

1 copy to NYS DOS and 1 copy direct mail to Defendant's address immediately below:

10630 Little Patuxent Parkway

Suite 315

Columbia, MD 21044

Fuse Wireless Corporation and/or Fuse Communications, LLC (Pursuant to CPLR §302(a)(1)-(3) & BCL §307) 1 copy to NYS DOS and 1 copy direct mail to Defendant's address immediately below:

10630 Little Patuxent Pkwy, Ste 315

Columbia, MD 21044

Also via NYS DOS and MD DOS/SOS (Pursuant to the BCL)

William Trout, President, Fuse Wireless Corporation (Pursuant to CPLR §302(a)(1)-(3) & BCL §307) 1 copy to NYS DOS and 1 copy direct mail to Defendant's address immediately below:

10630 Little Patuxent Pkwy., Ste 315

Columbia, MD 21044

**PLAINTIFF ON HIS OWN**

CC: Federal Communications Commission  
Consumer & Governmental Affairs Bureau  
Consumer Complaints  
445 12th Street, SW  
Washington, D.C. 20554

Better Business Bureau  
of Maryland (for WirelessBuy.com and Fuse Wireless Corporation)  
BBB of Greater Maryland, Inc.  
1414 Key Highway, Ste. 100  
Baltimore, MD 21230

of New York  
Better Business Bureau Serving Metropolitan New York, Inc. (for  
Verizon)  
257 Park Avenue South  
4th Floor  
New York, NY 10010

of Florida (for T-Mobile and Syniverse)  
Corporate Office  
2924 North Australian Ave.  
West Palm Beach, FL 33407

Public Service Commissions  
of Maryland  
William Donald Schaefer Tower  
6 St. Paul St., 16th Floor  
Baltimore, MD 21202

of New York  
3 Empire State Plaza  
Albany, New York 12223-1350

of Florida  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF KINGS

-----X  
STEPHEN SCHNEUR POLTER

Plaintiff,

**COMPLAINT**

INDEX NO.: \_\_\_\_\_

-against-

VERIZON COMMUNICATIONS, INC.  
T-MOBILE NORTHEAST, LLC, T-MOBILE  
USA, INC., SYNIVERSE TECHNOLOGIES, INC.,  
and WIRELESSBUY.COM, a.k.a. FUSE WIRELESS  
CORPORATION, a.k.a. FUSE COMMUNICATIONS,  
LLC, and WILLIAM TROUT, a.k.a. BILL TROUT

Defendants.  
-----X

Plaintiff, pro se, complaining of Defendants, as and for his complaint herein,  
respectfully sets forth and alleges as follows:

1. Defendant, Verizon Communications, Inc. ("Verizon") is a foreign business corporation formed under the laws of the State of Delaware and licensed to do business in the State of New York.
2. Defendant Verizon's New York headquarters is located at 140 West Street, in the State, City and County of New York.
3. Defendant, Verizon, is in the business of furnishing wired and wireless telecommunications apparatuses and services thereto to millions of residence and business throughout the State of New York and throughout the Eastern Seaboard.
4. Defendant T-Mobile Northeast, LLC ("T-Mobile") is a foreign limited liability company formed under the laws of the State of Delaware and licensed to do business in the State of New York.

5. Defendant T-Mobile is in the business of furnishing wireless telecommunications apparatuses and services to millions of residence and businesses throughout the United States of America, including New York State.
6. Defendant T-Mobile USA, Inc. ("T-Mobile") is a foreign business corporation formed under the laws of the State of Delaware and licensed to do business in the State of New York.
7. Defendant T-Mobile is in the business of furnishing wireless telecommunications apparatuses and services to millions of residence and businesses throughout the United States of America, including New York State.
8. Defendant Syniverse Technologies, Inc. ("Syniverse") is a foreign business corporation formed under the laws of the State of Delaware and licensed to do business in the State of New York.
9. Upon information and belief, Defendant Syniverse is in the business of porting over telephone numbers for purposes of "allegedly" streamlining, and easing the transfer of service from one wireless carrier to another for customers interested in switching their wireless services and or carrier.
10. Defendant WirelessBuy.Com, a.k.a. Fuse Wireless Corporation, a.k.a. Fuse Communications, LLC ("Fuse") is a Corporation and or Limited Liability Company formed under the laws of the State of Maryland with a place of business located in Columbia, Maryland.

11. Defendant Fuse is in the business of buying and selling wireless or mobile phone systems, apparatuses and or services of third party providers (e.g. T-Mobile) appertaining thereto.
12. Defendant Trout, upon information and belief, is now, and has always been, a resident of the State of Maryland.
13. Defendant Trout, upon information and belief, is the President or Principal of Defendant Fuse.
14. Jurisdiction over all Defendants herein, and satisfactory service effectuated therefor, except for Defendants Fuse and Trout, is based on CPLR §301 and BCL §306.
15. Jurisdiction over, and satisfactory service effectuated therefor on, Defendants Fuse and Trout is based on CPLR §302(a)(1)-(3) and BCL §307.
16. As to “15” above, primarily the “doing business” test passes muster herein as related to Defendants Fuse and Trout.
17. Even if “16” above fails, Fuse and Trout have clearly committed several tortious acts within the State of New York as more fully described hereinbelow.
18. And even if both “15” and “16” fail, there is little doubt that pursuant to CPLR §302(a)(3), even if the tortious act occurred without the State, it certainly caused injury to a person within the State, namely the Plaintiff herein.

**AS AND FOR A FIRST CAUSE OF ACTION**

*(Tortious Interference of Contract)*

19. On or about January 24, 2007, Plaintiff made an online purchase from Defendant Fuse's website.
20. Said purchase described in "19" above was for a BlackBerry Titanium Curve (See Purchase Agreement and Contract attached hereto as Exhibit "A").
21. What prompted said purchase was an advertised promotion by the same Defendant indicating that, except for a \$50 rebatable fee, no charge would apply to said purchase.
22. Said promotion was part of an incentive by Defendant Fuse to have customers sign up for a 2-year service contract with the Wireless Carrier, and co-Defendant herein, T-Mobile, for which Defendant Fuse is a 3<sup>rd</sup> party broker and enjoying commissions therefrom. Plaintiff agreed to said terms and conditions.
23. Plaintiff received the merchandise (the BlackBerry) on or about January 12, 2008.
24. With said Agreement and Contract, there was a provision in which Plaintiff was entitled to cancel the Contract within two weeks from receipt thereof, for a minor one-time restocking fee of \$35 (See Exhibit "A").
25. Plaintiff, on or about January 10, 2008, received a phone call from, either Defendant T-Mobile or Defendant Syniverse (believed to be sister companies or subsidiaries), but Plaintiff was unavailable.

26. Defendant, in Paragraph “25”, in lieu of speaking directly with Plaintiff, left a voice mail message for Plaintiff, inter alia, as follows: *we have an order to port over your cellular phone number from Cingular (my current carrier) to T-Mobile. Please confirm this order by returning our call to the following phone number: \_\_\_\_\_.*
27. Plaintiff, because he had not yet determined whether he was going to accept service and the terms and conditions of the Agreement, and being that, as per “24” above, Plaintiff had plenty of time within which to make that decision, decided not to place the return phone call described in “26”, just yet.
28. On or about January 16, 2008, Plaintiff attempted to his home/office telephone line (#718-756-4281). There was no dial tone. It was a dead line.
29. Plaintiff immediately telephoned Defendant Verizon, Plaintiff’s home/office carrier<sup>1</sup>, to inquire as to the reasons for, or impetus behind, this sudden cut-off of service on his home/office line.
30. Plaintiff was told, by Defendant Verizon, that an order had come through from Defendant Syniverse, on that same day (1/16/08), to port the phone number (718-756-4281 – Plaintiff’s home/office number) over to Defendant Syniverse.
31. Plaintiff was rather surprised and dumbfounded at these developments. Plaintiff was entirely unsure of who or what “Syniverse” is. Neither was Defendant Verizon helpful in determining the identify of Syniverse. Verizon was only able to furnish Plaintiff with a telephone number for Syniverse.

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<sup>1</sup> Address: 599 Empire Blvd., Brooklyn, NY 11213



32. Plaintiff immediately placed a call to Syniverse, and was told, by the Syniverse customer service representative, that an order had come through, from Defendant T-Mobile, to port over Plaintiff's telephone number (718-756-4281) to T-Mobile.
33. Plaintiff later learnt that Defendant T-Mobile and Defendant Syniverse are one of the same and are clearly related companies, enjoying a sister or subsidiary or similar relationship.
34. Plaintiff, now incensed, began to investigate and inquire as to how this happened and who authorized such a conversion or port-over.
35. Plaintiff was told that Defendant Fuse (once again, as in the case of "34" above, virtually the same companies, differing in name only) was the primary culprit.
36. Plaintiff, the next morning, telephoned Defendant Fuse to further inquire about this entire morass. Chief to Plaintiff's complaint was (i) How if Plaintiff does not return the call, described in "26" above, confirming the order, etc., are Defendants permitted to proceed? No authorization or confirmation to port over any number by Plaintiff was ever made, or secured by any of the Defendants. If indeed, wondered Plaintiff, Defendants customarily move forward with such orders regardless of any confirmation or authorization by Plaintiff, what is then the entire purpose of the phone call, described in "26" above, to begin with? (ii) How is it that instead of porting over Plaintiff's proper Cingular cellular telephone number (#917-805-3103), Defendants ported over Plaintiff's home/office telephone number (#718-756-4281)?

37. Plaintiff discussed the matter at length with Defendant Fuse. Specifically, Plaintiff discussed the matter with a one James, who would not disclose his surname.
38. James, and others at Defendant Fuse's place of business, acknowledged and agreed that an error had been made on its end and that it is "terribly sorry". It admitted it ought have ported over 917-805-3103 (Plaintiff's Cingular Cellular telephone number).
39. Plaintiff further explained Defendant Fuse how reprehensible such conduct is, especially in light of the fact that to re-obtain said home/office phone number (718-756-4281) and re-port back to Verizon, Plaintiff's home/office carrier, could take as long as three (3) weeks, hardly acceptable.
40. Defendant Fuse simply, figuratively, threw up its hands in surrender, admitted fault, and offered nothing in turn for the "severe" hardship Plaintiff endured as a direct result of Defendant's haphazard and inept work ethic and etiquette. Upon hearing this, Plaintiff opted to return the BlackBerry and rescind the Contract. (See attached hereto as Exhibit "B").
41. Furthermore, once Plaintiff commenced the process of having the matter repaired, and the re-porting of said home/office telephone number back to its rightful location, Plaintiff's home/office, Plaintiff was told by Defendant Verizon that Defendant T-Mobile was not releasing said telephone number for re-reporting purposes. This further complicated things and prolonged the standard period of time, described in "39" above, for re-reporting of telephone numbers.

42. Altogether, Plaintiff was without home/office telephone service for one month.
43. The reason for the extremely and unreasonable lengthy period, described in “42” above, of re-reporting Plaintiff’s telephone number back over to Defendant Verizon was due to, the initial such request made by Defendant Verizon, being rejected by Defendant T-Mobile (See ¶41 above). Subsequently, Plaintiff was forced to spend hours on the telephone getting to the bottom of the matter and rectifying all that had gone terribly wrong, finally achieving approval and having T-Mobile relinquish Plaintiff’s home/office telephone number to the custody of Defendant Verizon and back to its rightful owner, the Plaintiff herein.
44. The elements required in a case for *Tortious Interference of Contract* are:
- i. *The existence of a contractual relationship or beneficial business relationship between two parties.* Clearly such a relationship existed between the Plaintiff and Defendant Verizon with respect to its home/office telephone service, for nearly 10 years.
  - ii. *Knowledge of that relationship by a third party.* Clearly Defendants T-Mobile, Syniverse and Fuse were all aware of such a relationship; otherwise it could have never achieved the disaster it did, as more fully described hereinabove and hereinbelow.
  - iii. *Intent of the third party to induce a party to the relationship to breach the relationship.* Clearly Defendants Fuse and or T-Mobile and or Syniverse had the requisite intent to induce a party to said relationship (i.e. Defendant Verizon) to breach said relationship (i.e. port over the wrong telephone number), (especially as a result of not having the requisite authority from Plaintiff herein as more fully described above, ¶36).
  - iv. *Lack of any privilege on the part of the third party to induce such a breach.* It is obvious that there was no privilege on the party of any of the Defendants herein to induce such a breach.
  - v. *Damage to the party against whom the breach occurs.* Plaintiff has suffered physically, mentally and monetarily untold sums as a direct result of Defendants “sloppy” and “unauthorized” work. More specifically, Plaintiff lost the following:

1. Ten (10) hours of time getting the problem herein repaired and service re-established;
  2. Exorbitant DSL invoices from Defendant Verizon, because, per Verizon, due to the cutoff of services on Plaintiff's home/office line, that was previously linked to the DSL line (#718-467-1256), said DSL service now became, what is referred in the industry as, a *dry-loop* line, substantially more costly; and
  3. Untold "lost opportunity". As this line doubles as Plaintiff's home and office telephone line, a number owned by Plaintiff for nearly ten (10) years, the effect of a dead line when potential and current clients attempted to call in and were unable to even leave a voice mail message in such a fashion so that Plaintiff would be able to retrieve same from a remote location. Estimated (because an actual and tangible number is too complex to quantify) "lost opportunity" is, at least, Twenty-Five Thousand Dollars (\$25,000).
45. All Defendants herein have colluded and collaborated to "interfere with Plaintiff's contract".
46. As a direct result of the above, Plaintiff has been harmed in the sum of Twenty-Five Thousand Dollars (\$25,000).

**AS AND FOR A SECOND CAUSE OF ACTION**

***(Breach of Contract)***

47. Plaintiff repeats and re-alleges Paragraphs "1" through "46" as if more fully outlined herein.
48. Defendant Verizon has breached its contract with Plaintiff by permitting the erroneous porting of a telephone number, never noticed for by Plaintiff and lacking any authority or confirmation thereof by Plaintiff.
49. Defendants T-Mobile, Syniverse, Fuse, and Trout have breached the contract with Plaintiff, entered into on or about December 24, 2007, by failing to port over the proper telephone number (#917-80-3103), as per the Contract, and by

instead porting over the wrong telephone number (#718-756-4281), a point duly acknowledged and agreed to by Defendants on numerous occasions, as more fully described hereinabove.

50. As a direct result of said breach, Plaintiff was harmed in the sum of Twenty-Five Thousand Dollars (\$25,000).

**AS AND FOR A THIRD CAUSE OF ACTION**

*(Conversion/Trespass to Chattel)*

51. Plaintiff repeats and re-alleges Paragraphs “1” through “50” as if more fully outlined herein.
52. Defendants are all guilty of “conversion”.
53. Conversion requires:
- i. An act interfering with right of possession;
  - ii. Physical damages; and
  - iii. Exercising dominion or control for any length of time.
54. All elements enumerated in “50” above were herein met for a claim of Conversion to lie.
55. Clearly Defendants interfered with Plaintiff’s right of possession of his telephone number.
56. Plaintiff clearly incurred physical and monetary damages as a direct result thereof, as more fully elucidated hereinabove.
57. Defendants further exercised dominion and control over said telephone number for an extended period of time, certainly for a telephone number (one month), and especially one that belonged to Plaintiff for nearly ten (10) years,

and a telephone number that Plaintiff was known by and reachable at, by friends, acquaintances, family, business colleagues, business customers, clients and others.

58. As a direct result of said Conversion, Plaintiff was harmed in the sum of Twenty-Five Thousand Dollars (\$25,000).

**AS AND FOR A FOURTH CAUSE OF ACTION**

*(Negligence)*

59. Plaintiff repeats and re-alleges Paragraphs “1” through “58” as if more fully outlined herein.
60. Defendants are guilty of Negligence.
61. Negligence requires:
- i. A duty;
  - ii. Breach of that duty;
  - iii. Proximate cause and cause-in-fact; and
  - iv. Damages.
62. There was clearly a duty upon all Defendants herein. There was an obligation upon all Defendants herein to protect Plaintiff against unreasonable risk of injury. Defendants did no such thing. Rather, instead, Defendants “breached” that duty.
63. Defendants breached said duty in failing to perform each one’s respective obligation to Plaintiff.
- a. Verizon breached its obligation in permitting Plaintiff’s home/office telephone number to be

ported without due notice from or to Plaintiff, due authority from Plaintiff, due confirmation from Plaintiff or due reasonability.

- b. Defendants T-Mobile and Syniverse breached their obligation in proceeding with said porting order without due notice from or to Plaintiff, due authority from Plaintiff, due confirmation from Plaintiff or due reasonability.
- c. Defendants Fuse and Trout, (the greatest culprits of all herein), breached its duty by ordering such porting over of a telephone number it never had the right or authority to so port over, from Defendant Verizon to Defendant T-Mobile, ultimately causing this greatest of messes, inconveniences and burdens.

64. Defendants are the proximate, legal and actual cause of the injuries sustained by Plaintiff.

65. Plaintiff actually suffered “severe” injuries and “actual losses” as a result of Defendants’ negligence, as more fully described hereinabove.

66. As a direct result of said Negligence, Plaintiff was harmed in the sum of Twenty-Five Thousand Dollars (\$25,000).

**AS AND FOR A FIFTH CAUSE OF ACTION**

***(Negligent Misrepresentation)***

67. Plaintiff repeats and re-alleges Paragraphs “1” through “66” as if more fully outlined herein.
68. Defendants are guilty of Negligent Misrepresentation.
69. Negligent Misrepresentation requires:
- i. A duty of care based on a ‘special relationship’ between the representor (the person making the representation) and the representee (the person receiving the representation);
  - ii. The representation must be untrue, inaccurate or misleading;
  - iii. The representor must have acted negligently in making the representation;
  - iv. The representee must have relied, in a reasonable manner, on the negligent misrepresentation; and
  - v. The reliance must have been detrimental to the representee in the sense that damages resulted.
70. A duty of care, based on a “special relationship”, clearly existed between the representor (all Defendants respectively, as more fully described hereinabove) and the representee (the Plaintiff). (As to Defendant Verizon one type *duty of care based on a special relationship* existed, and as to all the other Defendants herein another type *duty of care based on a special relationship* existed, as more fully described hereinabove).



71. Clearly the representations were untrue, inaccurate and/or misleading. Primarily with respect to all other Defendants, aside from Verizon, the representations were one thing (i.e. the porting over of Plaintiff's Cingular cellular telephone number. What actually occurred was the porting over of an entirely different telephone number, Plaintiff's home/office phone number).
72. Clearly Defendants acted negligently in making such a representation as more fully described in "71" above.
73. Plaintiff "reasonably relied" on Defendants' negligent misrepresentation, as more fully described hereinabove.
74. The reliance was detrimental to Plaintiff in the sense that damages clearly resulted, as more fully described hereinabove.
75. As a direct result of said Negligent Misrepresentation, Plaintiff was harmed in the sum of Twenty-Five Thousand Dollars (\$25,000).
76. Be advised, that, in all, Plaintiff was without home/office telephone service from January 16, 2008 through February 11, 2008. This caused much hardship, heartache, agony, pain, suffering, complications, lost opportunity, loss of time, monetary damage and much more.
77. These shenanigans are terribly deleterious, frustrating and unacceptable. It is a clear case of the big monolithic conglomerates and monopolies taking advantage of the "little guy"...it's got to stop.

WHEREFORE, Plaintiff demands judgment against Defendants in the First Cause of Action in the sum of \$25,000; in the Second Cause of Action in the sum of \$25,000; in the Third Cause of Action in the sum of \$25,000; in the Fourth Cause of Action in the sum of \$25,000; and, in the Fifth Cause of Action in the sum of \$25,000, together with costs and disbursements of this Action and such other and further relief as this Court may deem just and proper.

Dated: Brooklyn, New York  
February 13, 2008

Yours, etc.

Stephen Polter  
Pro Se  
266 Broadway, Suite 404  
Brooklyn, NY 11211  
718-222-3300  
718-222-3302 (fax)  
[polteresquire@yahoo.com](mailto:polteresquire@yahoo.com)

By: 

Stephen Polter



**IMPORTANT CUSTOMER INFORMATION**

- YOU HAVE SELECTED A RATE PLAN WITH A 24 MONTH TERM.
- There is a one-time \$35.00 activation fee per new line of service.
- We charge a monthly Regulatory Programs fee of 86¢ (plus tax) per line of service. This Fee is not a government-required tax or charge.
- **Cancellation and Return Policy.** There is a Return Period during which you can cancel a newly activated line of service without paying a cancellation fee. The Return Period is **14 calendar days**; this period may be longer in some states, so check with a T-Mobile representative. You will need to return your phone and may be required to pay a restocking fee. Additional terms and restrictions apply to this policy; see Section 5 of the T-Mobile Terms and Conditions or contact your sales representative for details.
- Certain types of accounts, such as Prepaid, Smart Access, and FlexPay, have spending and other limits. See the T-Mobile Terms and Conditions for details.
- Your contract with T-Mobile includes this document, the Terms and Conditions of your wireless service, and Rate Plan information.

**CUSTOMER ACCEPTANCE (Required)**

BY SIGNING THIS FORM OR ACTIVATING OR USING T-MOBILE SERVICE I ACKNOWLEDGE AND AGREE THAT:

- **THIS IS MY CONTRACT WITH T-MOBILE USA, INC. FOR WIRELESS SERVICES. MY CONTRACT IS CALLED A "SERVICE AGREEMENT" AND IT INCLUDES THIS DOCUMENT, THE SEPARATE T-MOBILE TERMS AND CONDITIONS (INCLUDING ANY TERMS AND CONDITIONS SPECIFIC TO MY SERVICE), AND MY RATE PLAN INFORMATION. THE T-MOBILE TERMS AND CONDITIONS (AND ANY TERMS AND CONDITIONS SPECIFIC TO MY SERVICE) ARE IN MY WELCOME GUIDE OR WERE OTHERWISE PROVIDED TO ME AT THE TIME OF SALE. MY RATE PLAN INFORMATION WAS PROVIDED TO ME AT THE TIME OF SALE. BY SIGNING, I ACKNOWLEDGE THAT I HAVE RECEIVED AND READ ALL OF THE ABOVE DOCUMENTS.**
- I may obtain an additional copy of any of the above documents at t-mobile.com, from a retail store, or calling customer care at (800) 937-8997 or 611 from my T-mobile phone. I may obtain an additional copy of my Rate Plan information from a retail store or on t-mobile.com/mytmobile.
- I UNDERSTAND THAT THE SERVICE AGREEMENT AFFECTS MY AND T-MOBILE'S LEGAL RIGHTS. AMONG OTHER THINGS, IT:
  - **REQUIRES MANDATORY ARBITRATION OF DISPUTES;**
  - **REQUIRES MANDATORY WAIVER OF THE RIGHT TO JURY TRIAL AND WAIVER OF ANY ABILITY TO PARTICIPATE IN A CLASS ACTION;**
  - **REQUIRES ME TO PAY AN EARLY CANCELLATION FEE \$200 PER LINE OF SERVICE IF I CANCEL SERVICE BEFORE THE END OF THE FIXED TERM FOR MY RATE PLAN. THIS EARLY CANCELLATION FEE WILL NOT APPLY IF I TERMINATE SERVICE UNDER THE RETURN POLICY AND AS STATED IN MY SERVICE AGREEMENT; AND**
  - **AUTHORIZES T-MOBILE AND ITS AGENTS TO OBTAIN INFORMATION ABOUT MY CREDIT HISTORY AND TO SHARE THAT INFORMATION WITH CREDIT REPORTING AGENCIES.**
- I am of legal age and represent that all the information I have provided to T-Mobile is accurate.
- If I am signing on behalf of a company, I am fully authorized to sign on its behalf and agree to be jointly liable with the company for unpaid amounts when due. I agree you can collect amounts due directly from me without proceeding first against the company.

Signature: \_\_\_\_\_ Title (for business): \_\_\_\_\_ Date: \_\_\_\_\_



Dear Valued Customer,

Thank you for choosing WirelessBuy for the purchase of your new device. We are committed to providing you with the highest level of service for all of your communication needs!

Please take a moment to review the user manuals found inside the product box. This guide will walk you through the process of setting up your device. If you require technical support please first contact:

T-Mobile Customer Care at 1-800-937-8997

Enclosed, you will find a copy of your T-Mobile Service Agreement. Please take a moment to review it. **\*\*\* Important \*\*\* You must not cancel or downgrade your Voice plan or Data plan until at least 121 days from the date of activation.** Your date of activation is on the service agreement. If you cancel or downgrade service without returning the device, we will charge you the remaining retail price of the device (\$200 or more).

If you wish to add services such as insurance, please call T-Mobile directly within 14 days of the date of activation. You may also call them to add mobile to mobile, additional text messages, etc. at any time.

If you need to return the device within the first 14 days, the first thing you should do is call T-Mobile and cancel your service. At that point you must contact us to return the device. Please send an e-mail to [support@wirelessbuy.com](mailto:support@wirelessbuy.com) or call us during business hours at 1-888-997-6363 to get return authorization. If you cancel after 14 days you will be charged a \$200 cancellation fee by T-Mobile. Please note that items returned are subject to shipping charges and a \$35 restocking fee.

Once again we appreciate your business and value you as a customer.

WirelessBuy  
10630 Little Patuxent Parkway • Suite 315 • Columbia, MD 21044  
Fax 410-997-8777  
Email [support@wirelessbuy.com](mailto:support@wirelessbuy.com) • Internet [www.wirelessbuy.com](http://www.wirelessbuy.com)

**SERVICE AGREEMENT**



**CUSTOMER INFORMATION (Acct. Type: Personal)**

Date	01/10/2008	Activation Date	01/16/2008
Billing Address	STEPHEN POLTER 599 EMPIRE BLVD		
City/State/Zip	BROOKLYN, NY 112135211		
Home Phone	7187564281	Business Phone	
Social Security or Federal Tax ID	XXX-XX-XXXX		
Physical Address (if different)	599 EMPIRE BLVD BROOKLYN, NY 112135211		

**SALES REPRESENTATIVE INFORMATION**

Store Name	Fuse Communications - 10630 Little Patux
Phone	4109976363
Sales Representative	FUSE COMMUNICATIONS IND
Agent Code	0091005
For Billing Questions Call	800-937-8997 (or 611 on Handset)
For Handset Questions Call	800-937-8997 (or 611 on Handset)
For Account Balance Whenever Minutes Usage (Dial free from your Phone)	#BAL# or 225# #MIN# or 646#

**SERVICE INFORMATION --- Not all features may be listed below**

Telephone Number	Rate Plan	Included	Overage	Add-On Features	Monthly Charges	1st Month Prorated Charges
(718) 756-4281	1000 Minutes N / W SIM: 8901260600050936700 IMEI: 358264014551840 Voice mail language: ENGLISH	Whenever 1000 Nights 99999 Weekend 99999 M to M 0 SMS 0 MMS	\$0.40/min \$0.40/min \$0.40/min \$0.40/min in:\$0.15/msg out:\$0.15/msg	BB BIS AddOn	\$39.99 \$19.99	\$30.96 \$15.48
Total Monthly Recurring Charges for this line of service (excluding taxes and surcharges)					\$59.98	\$46.44

Rate Plan Features. Please see your Basic Plan Brochure, Welcome Guide, or visit t-mobile.com for information about features and services available for use with your plan and current charges for those features.

**BILLING AND PAYMENT INFORMATION**

	Activation/Deposit Payment Method	Monthly Payment Method
Customer ID	Payment Method:	
541934685	Deposit Amount: \$0.00 Amount Paid: \$0.00 BALANCE DUE: \$0.00	Check
Monthly Bill Cycle Day: 9		

(Continued on next page)

STEPHEN POLTER  
266 Broadway, Suite 404  
Brooklyn, NY 11211  
917-805-3103

January 21, 2008

WirelessBuy  
10630 Little Patuxent Pkwy.  
Suite 315  
Columbia, MD. 21044

Gentlepeople:

As you know, (and as you acknowledged over the telephone on several occasions, including on Friday, January 18, 2008, and then again on Monday, January 21, 2008), in porting over my phone number from "Cingular" to "T-Mobile" your office committed a "grave error". Instead of porting over my mobile phone number (917-805-3103), you ported over my home phone number (718-756-4281). This would obviously be an error in any event. But is clearly a "grave error" when said home phone number serves as a business phone number as well.

It was and is extremely frustrating. People cannot reach me and I cannot reach people, business acquaintances, customers, vendors, etc.

Whether you agree with the term "grave error" or not, is of no concern or consequence to me. The fact is that I was damaged in untold sums of money, and, according to Verizon, will not have service reestablished for two weeks, utterly unacceptable.

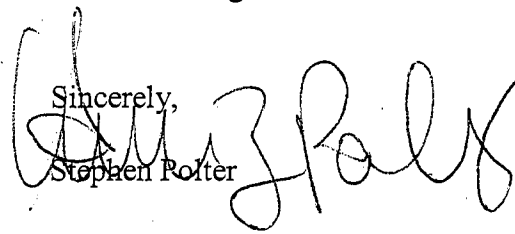
I spoke to James and Greg and advised them both that compensation was in order. They both offered to issue the \$50 rebate immediately, instead of waiting for the mail-in option. This is hardly fair or reasonable in light of what I've suffered and continue to suffer. Thus I counter offered, but was denied. I wish to memorialize said counter offer in writing, as follows:

WirelessBuy shall cover my first year of service (roughly an \$800-\$900 value) – be advised that I suffered far more than a measly \$8-900. If this is acceptable, I will proceed forward with activation and commitment. If, however, this is unacceptable, herewith you may find the phone perfect packaged condition as you sent it to me, with all paperwork. Please issue me a full credit, including restocking fee, etc. If you should choose the latter option, be advised that I will file suit for the sum of \$25,000 of damages.


I look forward to hearing from you within fourteen (14) days of the date of this letter. If I don't I will assume you have no interest or intention in resolving the matter and will institute formal legal proceedings.

Sincerely,

Stephen Polter





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## Tracking Summary

### Tracking Numbers

<b>Tracking Number:</b>	1Z F14 363 03 4546 683 8
Type:	Package
Status:	<b>Delivered</b>
Delivered On:	01/24/2008 10:31 A.M.
Delivered To:	COLUMBIA, MD, US
Signed By:	TROUT
Service:	GROUND

Tracking results provided by UPS: 01/31/2008 11:37 A.M. ET

**NOTICE:** UPS authorizes you to use UPS tracking systems solely to track shipments tendered by or for you to UPS for delivery and for no other purpose. Any other use of UPS tracking systems and information is strictly prohibited.

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