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ORIGINAL

RECEIVED - PSC

MEMORANDUM

MAY 7 AM 10:50

TO: BLANCA BAYO DIRECTOR DIVISION OF COMMISSION/CLERK ADMINISTRATION COMMISSION CLERK

FROM: DAVID SLAVENS

SUBJECT: FORMAL COMPLAINT AGAINST SPRINT FLORIDA INC.

DATE: 5/5/2004

CC: MARK WELTON ESQ

PUBLIC SERVICE COMMISSION COMPLAINT

Ms. Bayo,

I am making a Formal Written Complaint against Sprint Florida Inc. and I expect a Written reply from Sprint,

Based on the following, it is my position that there is no written contract nor an enforceable contract between The Computer Guy of North West Florida and Sprint Florida Inc. or at minimum, Sprint has defaulted on the terms and conditions of the documentation provided as a contract.

1. Sprint failed to "properly install" and "Maintain as necessary" as stated in item A. of the contract. The first line of the "proposed contract" states that Sprint has a duty to provide and maintain the service of the Channelized T1's (PRIs). The initial setup included programming errors caused by Sprint, which took more than 6 months to resolve. Circuit hardware and or physical lines supplied by Sprint were inferior, defective and unreliable. A reasonable person would expect that the circuits were programmed correctly and if not, that qualified technicians and programmers could resolve a programming error in less than a few days. Hardware failures were regular and predictable, however it has taken Sprint 30 months to find and resolve these hardware problems. A reasonable person would expect any hardware problem with equipment provided in totality by a public utility to be resolved within a few days at worst. They failed to provide the services or maintain the hardware and programming.
2. The agreement clearly indicates that there are additional terms and conditions contained in the "Sprint's General Exchange Tariff" which is suppose to be available in the "Local Offices of Sprint." I tried to obtain these terms from Sprint with no response. I asked my Attorney to try and he spoke to Sprint's Office and they told him they had no idea what he was asking for and they had nothing like that in their offices. My understanding is that it is required by the Public Utility Commission and by the agreement offered by Sprint in their opening paragraph, but they were not available for public inspection or available upon request, at the local offices of Sprint as stated by Sprint or required. Reference: TELEPHONE COMPANIES 25-4.034 (3)
3. Tariffs were not plainly written in simple words, sentences, and paragraphs, and is heavily reliant on acronyms reference: Public Utility Commission reference TELEPHONE COMPANIES 25-24.485 (1) (d)
4. Customer information was not provided in the initial billing reference: Public Utility Commission TELEPHONE COMPANIES 25-24.830 (1)
5. Initial agreements were exchanged on or about 12 August 1999 however Sprint did not bill for services until nearly 5 months later and Sprint was unable to explain in plain language information reflected on billing as required reference TELEPHONE COMPANIES 25-4 page 4-60 item b.(i).

DOCUMENT NUMBER-DATE

05373 MAY-7 3

PSC-COMMISSION CLERK

Based on Sprints inability to provide required documentation in the form of easily accessible, Tariffs written in plain language. Their inability to provide the required services as requested in the form of properly maintained and configured circuits our company should be entitled to damages not to exceed recovery of actual damages, in the amount or to the equivalent to the lesser of (a) the amount of actual and direct damages that are proven or (b) the proportionate charge to Subscriber for the period during which such mistake, omission, interruption, delay, error or defect or failure of Services occurs. The programming errors were not corrected for 6 months by Sprints own admission and circuits were useable for the intended purpose for 30 months.

Sprint failed to provide the services or to maintain those services as contracted and must consider service from the beginning in 1999 until the service became acceptable in 2004. Furthermore, the "Contract" which Sprint claims is the basis of our agreement is illusory at best, since the terms and condition are not ascertainable.

I believe that based on the fact that I am a provider of Internet Service and am required to buy my PRI and data services from Sprint, when Sprint is one of my major competitors. It seems to me that they benefit from my loss of business as a result of their failure to provide and maintain services. Is this not somehow wrong that my competitor controls my access to the wholesales services that I sell to my customers? Is this not an antitrust issue? Set aside the fact that they have breached the contract, if such a contract does exist, but they also can claim that I have breached and terminate their own competitor. I must have a contract that represents a meeting of minds as to the terms and conditions of the services, for I enter contracts with third parties whereby I must provide them services. If Sprint can basically pull the plug at their whim, I have entered contracts with third parties that I really don't know that I can fulfill. This is wrong. Sprint should be held to keep their promises the same way they expect me to keep mine.

I do hope you can do something, as I have been promised credits on several different occasions, which will appear on one bill and then miraculously disappear on the next. They have charged me late fees that are nowhere in the contract, and taxes that are also not contained in the supposed contract. I have provided Sprint Florida Inc with a contractual offer beneficial to both companies both by fax and certified delivery and await their response. My contract CAN be understood by the common layperson as required by the Public Service Commission. PLEASE HELP!



David Slavens

5/5/2004

CEO The Computer Guy of NW Florida Inc.

TRANSMISSION VERIFICATION REPORT

TIME : 05/05/2004 06:24
NAME : TCS
FA: : 8506829698
TEL : 8506824665

DATE, TIME	05/05 06:23
FA: NO. /NAME	18005110809
DURATION	00:00:18
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

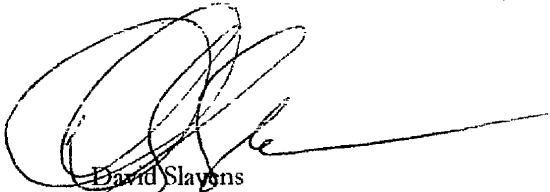
THE COMPUTER GUY OF NORTH WEST FLORIDA INC.

FACSIMILE TRANSMITTAL SHEET


TO	Sprint Florida Inc	FROM	David Slavens
COMPANY	Sprint Florida Inc	DATE	5/5/2004
FAX NUMBER	1-850-847-0940	TOTAL NO. OF PAGES INCLUDING COVER:	7
PHONE NUMBER		SENDER'S REFERENCE NUMBER:	
RE	Term Agreement	YOUR REFERENCE NUMBER:	

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

Please find the 6-page contract to follow for your review; if no response is received by the 10th of May 2004 I will assume the contracts are agreeable. Thank you



David Slavens
CEO The Computer Guy of North West Florida Inc
763 N Ferdon Blvd
Crestview FL 32536

David
5/5/04
7:30 PM


TRANSMISSION VERIFICATION REPORT

TIME : 05/05/2004 07:28
NAME : TCG
FAX : 8506829698
TEL : 8506824665

DATE, TIME	05/05 07:26
FAX NO./NAME	18508470940
DURATION	00:01:39
PAGE(S)	07
RESULT	OK
MODE	STANDARD ECM



TRANSLINK PRI

**SECTION I
SERVICES TO BE PROVIDED BY SPRINT**

- A. Sprint shall furnish, install, maintain and test as necessary PRI Service between the following Subscriber's locations:

Location: A 763 N FERDON BLVD CRESTVIEW, FL 32536.

Location: B SPRINT CO

Additional Locations

Only Services are being provided under this Agreement. The Service is being provided pursuant to terms and conditions of this condition and those in Sprint's lawfully filed General Exchange Tariff only as required by law, otherwise this document and the terms and conditions contained herein shall take precedence. Sprint's Tariff containing terms and conditions under which the Service must be provided, as well as a description of the Service, are on file and accessible at Sprint's business offices. If such information is not available as indicated, the Customer without recourse may terminate the contract. This Agreement is being executed to provide the terms necessary for the extended contract period described by Subscriber and is not intended to be a detailed recitation of the terms and conditions of the Service. Sprint and Subscriber agree to abide by all terms and conditions of the Tariff and applicable Tariff provisions shall prevail where in conflict with the terms of this Agreement. Sprint agrees to provide a copy of these General Exchange Tariffs specific to the services rendered by Sprint upon request.

**SECTION II
PAYMENT TO SPRINT**


- A. Subscriber shall pay Sprint for the Service at the rate indicated herein or as attached for a Service period of 36 months. Subscriber shall be billed monthly for the Service and shall pay such bills in accordance with this agreement.
- B. The present monthly rates and charges for the Service listed in the Tariff are as follows:

Location A

Monthly Recurring \$527.93

Non-recurring WAIVED

Initials:
Sprint

Buyer 


- C. Sprint has no obligation to provide Service at any location other than at the location(s) listed hereabove. The Subscriber agrees to pay any added costs incurred by Sprint due to a Subscriber-initiated change in the location of the Service prior to the time it is placed in service. However, the Subscriber may arrange to have existing Service under this Agreement moved within the same premises. Subscriber agrees to pay a non-recurring charge based upon the reasonable cost of such rearrangement without interruption or change in monthly rates.
- D. In the event the Service requested by the Subscriber is canceled by the Subscriber prior to the establishment of Service, but after the date of ordering reflected herein, the Subscriber shall be required to reimburse Sprint for all costs and expenses incurred in handling the request up to and including the date the notice of cancellation is received in writing. Such charge shall not exceed the sum of all charges that would apply if the work involved in complying with the request had been completed.

**SECTION III
TERM OF AGREEMENT**

- A. The Service period for this Agreement shall be SIXTY months.
- B. (36) months commencing on MAY 1st, 2004, or the date the Service is installed, or in the present case, such service are already present. This Contract is to establish the Terms and Conditions in exchange for the continuation of Services by Sprint and the continuation of payment by Subscriber, and terminating SIXTY (36) months later unless extended.
- C. At the expiration of the Service period, the Subscriber may continue the Service according to renewal options provided under the Tariff or by continuing to pay the bill on a month-to-month basis. If the Subscriber does not elect an additional Service period, the Service will automatically be continued at the monthly rate currently in effect for the month-to-month rate, unless either gives the other party written notice of termination at least thirty (30) days in advance of any scheduled renewal.
- D. Any suspension of Service before the expiration date of the term arrangement shall be considered a disconnect and cancellation of this contract.

Initials:
Sprint

Baye



**SECTION IV
PRESERVATION OR RIGHTS OF THE OWNER**

Neither the provision of any Services by Sprint to Subscriber under this Agreement nor the payment by Subscriber for such Services shall create or vest in Subscriber any easement, ownership or property rights of any nature in any facilities used to provide Service under this Agreement.

**SECTION V
FORCE MAJEURE**

Sprint shall not be liable in any way or delay, failure in performance, loss or damage due to any force majeure conditions, which shall include, but not be limited to: fire, strike, embargo, explosion, power failure, flood, lightning, war, water, electrical storms, labor disputes, civil disturbances, governmental requirements, acts of civil or military authority, acts of God, acts of public enemies, inability to secure replacement parts or materials, transportation facilities, or other causes beyond its reasonable control whether or not similar to the foregoing.

**SECTION VI
LIMITATION OF LIABILITY AND REMEDIES**

Sprint's liability and Subscriber's sole remedy against Sprint for loss or damage arising directly or indirectly out of or resulting from impairment of any Service provided by Sprint under this Agreement, or any mistakes, omissions, interruptions, delays, errors, or defects in the provision of Services or for loss or damage caused by delayed performance, negligent performance or non-performance regardless of Subscriber's form of action shall be limited to recovery of actual damages.

**SECTION VII
ATTORNEY'S FEES**

In the event either party must take legal action to enforce or compel compliance with any of the terms of this Agreement, Prevailing Party shall be entitled to recover reasonable attorney's fees and costs, including reasonable attorney's fees and costs for any appeals thereof, as well as any collection costs incurred.

Initials:
Sprint _____

Buyer 

**SECTION X
SEVERABILITY**

If any provision of this Agreement is held invalid, unenforceable or void, the remainder of the Agreement shall not be affected thereby and shall continue in full force and effect.

**SECTION XI
AMENDMENTS; WAIVERS**

The terms and conditions outlined herein, any attachment(s) affixed hereto and Sprint's General Exchange Tariff if available to the Subscriber, shall constitute the entire Agreement between the parties and supersede all prior oral and written agreements representations, undertakings or proposals with respect to the subject matter hereof.

The parties may amend or modify any part of this Agreement only by a written document signed by the party to be charged. Failure or delay by either party to exercise any right, power or privilege under this Agreement shall not operate as a waiver thereof.

**SECTION XII
TITLES AND HEADINGS**

Titles, headings and sections of this Agreement have been inserted for convenience of reference only. They shall not define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

**SECTION XIII
COMPLIANCE**

Where required, the parties shall ensure compliance with all necessary rules, licenses and approvals that may be in effect in the local, state and interstate jurisdictions, that are required in the provisioning and performance of Services and facilities covered under this Agreement.

**SECTION XIV
ASSIGNMENT**

This Agreement may not be assigned by Subscriber or Provider without the written consent of Sprint or the Subscriber, which shall not be unreasonably withheld.

Initials:
Sprint _____

Buyer _____



**SECTION XV
GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida with the contract being executed in Crestview, Florida..

**SECTION XVI
CONFLICTING TERMS**

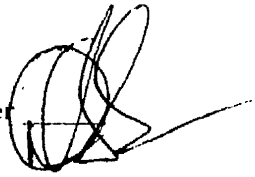
If there shall be any terms of this Agreement which conflict with Sprint's General Exchange Tariff, this agreement shall apply and take precedence.

**SECTION XVII
YEAR 2000 COMPLIANCE**

Sprint is working to ensure that Network Services will operate as specified in this Agreement during the 20th and 21st-centuries. Sprint will make reasonable efforts to cure any material failure to comply with any requirement of this Agreement caused solely by year 2000 defects in Sprint's hardware, software or systems. Due to the interdependence among telecommunications companies and the interrelationship with non-Sprint processes, equipment and systems, Sprint does not ensure compatibility between Sprint Products and Services and non-Sprint Products and Services used by Customer nor is Sprint responsible for failures due to circumstances beyond its control.

Initials:
Sprint _____

Buyer

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.



Network Service/Equipment Contract

INSTALL DATE: 03/01/04

This agreement is between Sprint-Florida, Incorporated, P.O. Box 165000, Altamonte Springs, FL 32716-5000 ("Sprint") and The Computer Guy ("Buyer") Located at 763 N Ferdon Blvd. Crestview FL 32536

Type: PRI-Equipment

QTY	TYPE	ITEM	NRC	MRC
2	PRI	PRI Circuits	0	1055.87
		36-month term		
Total:			0	1055.87

This agreement is subject to the terms and conditions of Attachments attached hereto, which are incorporated herein and made part of hereof. Buyer acknowledges by his initials and signatures, that he has read and understands all terms and conditions set forth in Attachments. IN WITNESS WHEREOF SPRINT and Buyer have executed this agreement or each has caused to be executed on their behalf, on the dated indicated below their signatures.

By: Sprint

The Computer Guy
Buyer
By: