

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**

Shaw P. Wan,	)	
	)	
Complainant,	)	
	)	
v.	)	Case No. TC-2003-0304
	)	
Sprint Telephone Company,	)	
	)	
Respondent.	)	

**SPRINT ANSWER AND MOTION TO DISMISS**

COMES NOW Sprint Missouri, Inc., and for its Answer to the allegations of Shaw P. Wan and files its Motion to Dismiss in this case. The Complaint is without merit, states no legal basis for a claim, and should be dismissed.

First, in answering, Sprint denies all allegations of the Complaint not herein specifically admitted. Respondent further states as follows:

1. On August 5, 2002, Sprint's records indicate that Complainant contacted Sprint to request a cancellation of the account. While Mr. Wan's Complaint states that his intention was to (1) move, (2) change phone numbers, and (3) be unlisted in the directory, the process in which Sprint processed this account was to cancel the existing service and establish new service for the new location.

2. On or about August 19, 2002, Mr. Wan received his August bill which included a charge of \$36.00 from Integretel, Inc. The due date for current charges was September 12, 2002 and was clearly indicated on the bill.

3. On August 30, 2002, Mr. Wan's service was discontinued and his billing account terminated. This action was a result of Mr. Wan's August 5, 2002 request and not due to any non-payment situation.

4. On September 5, 2002, Sprint received a partial payment for Mr. Wan's August 19, invoice. Mr. Wan paid for all current charges except the \$36.00 Integretel, Inc. charge.

5. Mr. Wan states in his complaint that he contacted Sprint indicating an error and "Sprint took the position that they are not responsible for the billing". Sprint has no record of this billing inquiry. Sprint does bill on behalf of other long distance carriers and Sprint refers all billing inquiries to the appropriate carrier. In fact, page 8 of Mr. Wan's August 19, 2002 monthly statement has an Integretel section which states:

Integretel, Inc. charges

Call 1-800-XXX-XXXX for billing inquiries

Sprint provides billing on behalf of Integretel, Inc.

There is no connection between Sprint and Integretel, Inc.

Please review all charges appearing in this section. Any question regarding these charges should be referred to the number provided for billing inquiries.

Summary of Integretel, Inc. charges

Charges billed on behalf of Information Services

Call 1-800-XXX-XXXX for billing inquiries

Many customers first contact Sprint regarding billing inquiries regarding charges related to long distance providers even though the long distance carrier provides clear instructions otherwise. When Sprint receives a billing inquiry regarding long distance carriers, Sprint first directs the customer to contact the company in question.

6. Because Mr. Wan's account had a \$36.00 balance after the due date of September 12, Sprint issued a subsequent bill for \$33.48 on or about September 19, 2002.

7. Due to the facts that (a) this account had been cancelled effective August 31, and (b) there was a past due amount, Sprint began collection efforts shortly after September 19. Sprint's collection efforts for this account included written notices and automated phone calls. Sprint did not release this account to any outside collection agency.

8. Mr. Wan's October 19, 2002 bill included a credit from Integretel, Inc. for \$36.00 which was removed from the past due amount of \$33.48. A refund check in the amount of \$2.52 was mailed to Mr. Wan. Consequently, collection efforts were suspended.

9. While Sprint regrets any inconvenience this may have caused Mr. Wan, Sprint is in full compliance with all Commission rules.

#### **AFFIRMATIVE DEFENSES**

1. The Complaint fails to state a claim upon which relief can be granted.
2. The Complaint should be dismissed as the Complainant has failed to comply with 4 CSR 240-2.070 in so much as the Complainant has failed to state any violation of any statute, rule, order or decision.


#### **MOTION TO DISMISS**

Sprint requests that the Complaint filed by Mr. Wan be dismissed as it has failed to assert any facts that would, if proven, entitle Mr. Wan to relief. While Sprint regrets that Mr. Wan was not satisfied with the services he received from Sprint, and Sprint has made multiple attempts to discuss this matter with Mr. Wan since he has filed the Complaint, Sprint does not believe that the isolated incident that Mr. Wan's alleges to have occurred would entitle Mr. Wan to any relief. Therefore, the Complaint fails to state a claim. *See generally St. Genevieve School District R-II v. Bd. of Alderman*, 66 S.W 3d 6, 9 (Mo. 2002)

WHEREFORE Sprint hereby respectfully requests the Commission dismiss Sprint from this Complaint.

Respectfully submitted,

SPRINT

  
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**CERTIFICATE OF SERVICE**

Copies of the foregoing were served on the following parties by first-class/electronic/facsimile mail, the 23rd day of May, 2003.

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