

LOUISIANA PUBLIC SERVICE COMMISSION

**ORDER NUMBER U-24841
(APPROVING SETTLEMENT AGREEMENT)**

LOUISIANA PUBLIC SERVICE COMMISSION

EX PARTE

Docket No. U-24841 - In re: An investigation into Sprint PCS/US Unwired wireless communications with respect to terms and conditions under which they operate in the State of Louisiana.

(Decided at Business and Executive Session held March 21, 2001)

This matter is before the Commission as a result of a series of customer complaints about Sprint PCS/US Unwired with respect to covered service plan areas, misunderstandings of charges and information on customers' bills, and misunderstanding explanation of various customer service representatives of Sprint PCS/US Unwired. Pursuant to Commission rules and regulations, specifically Section 401 (B) of the Commission's telecommunications regulations, the Staff instituted an investigation into the terms and conditions under which Sprint PCS and US Unwired operate in the provision of wireless communications in the State of Louisiana. During the course of the Staff's investigation, the Staff conducted both formal and informal discovery. Shortly thereafter, the parties entered into discussions and negotiations with respect to the specific concerns outlined by the Staff. The negotiations resulted in the attached Settlement Agreement.

On motion of Commissioner Sittig, and seconded by Commissioner Blossman the Commission unanimously voted to approve the Settlement Agreement made and entered into between the Louisiana Public Service Commission Staff and Sprint Spectrum L.P. d/b/a Sprint PCS, on their own behalf and on behalf of its past, present and future agents, employees, affiliates, successors, assigns, and any other entity claiming for the benefit of any of them.

IT IS THEREFORE ORDERED THAT:

1. The attached Settlement Agreement is hereby approved.
2. Commission Docket Number U-24841 is hereby dismissed.
3. This Order will be effective upon issuance.

**BY ORDER OF THE COMMISSION
BATON ROUGE, LOUISIANA**

April 3, 2001

/s/ James M. Field

DISTRICT II

CHAIRMAN JAMES M. FIELD

/s/ Jack "Jay" A. Blossman

DISTRICT I

VICE CHAIRMAN JACK "JAY" A. BLOSSMAN

/s/ Don Owen

DISTRICT V

COMMISSIONER DON OWEN

/s/ Irma Muse Dixon

DISTRICT III

COMMISSIONER IRMA MUSE DIXON

/s/ Lawrence C. St. Blanc

SECRETARY

LAWRENCE C. ST. BLANC

/s/ C. Dale Sittig

DISTRICT IV

COMMISSIONER C. DALE SITTIG

BEFORE THE
LOUISIANA PUBLIC SERVICE COMMISSION
LOUISIANA PUBLIC SERVICE COMMISSION, EX PARTE.
DOCKET NO. U-24841

In Re: An Investigation into Sprint PCS/US Unwired wireless communications with respect to terms and conditions under which they operate in the State of Louisiana.

SETTLEMENT AGREEMENT

This Proposed Settlement Agreement (“Agreement”) is made and entered into as of this the 14th day of February, 2001, by and between the Louisiana Public Service Commission Staff (“Staff”) and Sprint Spectrum L.P. d/b/a Sprint PCS (“Sprint PCS”), on their own behalf and on behalf of its past, present and future agents, employees, affiliates, successors, assigns, and any other entity claiming for the benefit of any of them (collectively referred to as the “parties”).

RECITALS

WHEREAS, Staff has instituted an investigation into the terms and conditions under which Sprint PCS and US Unwired¹ operate in the provision of wireless communications in the State of Louisiana, and;

WHEREAS, the parties have entered into discussions and negotiations, and have exchanged information, with respect to the Staff’s investigation, and;

WHEREAS, Sprint PCS denies any liability with respect to Staff’s investigation, and;

WHEREAS, Sprint PCS has procedures in place and has implemented certain procedures to address Staff’s concerns, and;

WHEREAS, Staff agrees that the procedures Sprint PCS has in place and the procedures implemented by Sprint PCS will satisfy Staff’s concerns, and;

WHEREAS, the Parties desire to avoid further proceedings regarding the involved issues and wish to reach a full and final settlement of this matter.

THEREFORE, in consideration of the mutual agreements, undertakings and representations contained herein, and other good and valuable consideration, which is hereby acknowledged, the Parties agree as follows:

SPECIFIC CONCERNS

Sprint PCS represents to the Staff that its concerns expressed in this investigation have been resolved as follows:

¹ Sprint Spectrum L.P. d/b/a Sprint PCS has Management Agreements, providing for network management and other services in Louisiana, with Gulf Coast Wireless, Louisiana Unwired, LLC and Meretel Communications L.P. Meretel Communications L.P. is owned by Eatel Telephone Company, Louisiana Unwired, LLC and Fort Bend Telephone Company. Louisiana Unwired is majority-owned by US Unwired.

A. Providing information to customer concerning Sprint PCS policies and instructions.

Sprint PCS states that it is the policy of Sprint PCS to provide a Checklist, terms and conditions of service, Handset User Guide and Sprint PCS brochure, to the customer at time of sale.

Sprint PCS utilizes a POSTPAID PCS CHECKLIST, ("Checklist") at time of sale, which is reviewed with the customer by the Sprint PCS sales representative. A copy of the latest revised Checklist is attached as Exhibit A in the record of the proceedings of this matter.² Certain revisions were incorporated into the Checklist in September 2000 to address concerns of the Staff. Specifically, the following portions of the Checklist show Sprint PCS's response to the Staff Concerns in these areas.

B. Coverage Area.

The revised Checklist reads as follows with respect to Coverage Area:

Coverage Area. *Your coverage area includes the Sprint PCS Nationwide Digital Network and you have received a Buyer's Guide, which describes your coverage. These maps are based on radio frequency projections and things such as your proximity to a tower, system capacity during peak hours, obstructions from trees or buildings, and some types of building construction can affect actual coverage. Planned service areas are subject to change.*

Digital Only Handset. *Your handset will work in the Sprint PCS and other CDMA digital service areas.*

Digital/Analog Handset. *Your handset will work in both Sprint PCS digital, CDMA digital, and analog cellular service areas.*

The customer is informed that the coverage area includes the Sprint PCS Nationwide Digital Network. Further, the customer is furnished a Buyer's Guide that describes the coverage area. It is noted that the maps are based on radio frequency projections and factors such as proximity to a tower, system capacity during peak hours, obstructions from trees or building and certain types of building construction can affect actual coverage. This information advises the customer that there are certain factors beyond Sprint PCS control that may affect actual coverage.

Also, explanations of Digital Only Handset and Digital/Analog Handset coverage area are included. The customer is advised that the Digital Only Handset will work in the Sprint PCS and other Code Division Multiple Access ("CDMA") digital service areas and that the Digital/Analog Handset will work in both Sprint PCS digital, CDMA digital, and analog cellular service areas.

Further, Sprint PCS agrees that additional antenna sites will be deployed in the Baton Rouge area to further address coverage issues.

C. Roaming

The revised Checklist reads as follows with respect to Roaming:

Roaming for digital / analog handsets: *Roaming charges will be completely separate from your standard PCS charges and your roaming airtime will not come from your package minutes. If you have a digital/analog phone, you can set your handset to alert you whenever*

² If you would like a copy of this attachment, please contact the Records and Recording Division at 225/342-1418.

*you enter an area that does not have digital PCS service available. I understand that instructions to activate that feature are on page _____ of my user's manual. You may dial *611 when traveling to determine if you are in a Sprint Market or Roaming in a digital area where Sprint has a roaming agreement. You may be charged for unanswered or busy signal calls on the analog or digital roaming system. Depending on the carrier, you may not be able to receive calls on the analog or digital system and to make outgoing calls the carrier may require that you use a credit card. Some digital features may not be operable when on an analog system. When you are in an area where Sprint has an analog or digital agreement, your airtime rates will be:*

From your state of purchase, your rate will be \$.39/minute and \$.25/minute long distance (if applicable).

If you are outside your state of purchase, your rate will be \$.69/minute plus \$.25/minute if the call is long distance.

In areas where Sprint has no agreement, you may be prompted to use a credit card and the rate is variable (usually around \$2.00/minute plus long distance charges and possibly a daily fee.)

Roaming charges generally appear one (1) to three- (3) bill cycles later.

This term of the Checklist explains the roaming feature and how and why roaming charges apply. Also, this provision of the Checklist addresses the handset's roaming feature and the disabling of that feature. Training has been conducted with Sprint PCS customer service representatives on the nature of wireless service and specifically on the possibility of roaming while in a digital coverage area. Further, both in-store personnel and customer care advocates will receive additional training regarding roaming charges and the disabling of the automatic roaming feature.

D. Customer Service

The revised checklist reads as follows with respect to Customer Service.

Customer Service. *Dial *611 (a free call) from your PCS phone or (877) 743-2835 to reach our Customer Service. You may call whenever you have any questions or problems or feel free to stop by any of our retail locations during our regular business hours for assistance.*

This term of the Checklist provides the customer with a toll free number to reach Sprint PCS customer service or the option to visit any Sprint PCS retail location to resolve customer service issues. Further, Gulf Coast Wireless is transitioning its billing services and customer care services to the Sprint PCS national platform.

E. Updating programmed information to latest versions of software

The revised checklist reads as follows with respect to updating software.

OTAF. *Periodically, you will receive a message instructing you to dial *22 _____. You must dial this number from your PCS phone and follow the prompts. Completing this call will allow our Switch to update the phone's programmed information to the most current software version available. Your sales representative has completed this process.*

This term of the Checklist provides information to the customer as to how the phone's programmed information is updated to the most current software version available.

NO ADMISSION OF LIABILITY

The Parties agree and acknowledge that this Settlement Agreement is the result of a compromise and shall not be construed as an admission by Sprint PCS of any liability, wrongdoing or responsibility on its part or on the part of its predecessors, successors, assigns,

agents, parents, subsidiaries, affiliates, officers, directors, employees or shareholders. Sprint PCS expressly denies any such liability, wrongdoing or responsibility.

ATTORNEY'S FEES AND COSTS

The Parties agree to bear their own attorney's fees and costs.

CAPACITY TO EXECUTE AGREEMENT

The Signatories hereto represent and warrant that each has the sole right and exclusive authority to execute this Settlement Agreement.

ENTIRE AGREEMENT

This Settlement Agreement, including any other documents specifically referenced as Exhibits, reflects the entire agreement and understanding between the Parties with respect to the settlement contemplated herein, and supersedes all prior agreements, arrangements, understandings, communications, representations or warranties, both oral and written, related to the subject proceeding.

SEVERABILITY OF PROVISIONS

The Parties agree that any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

DISMISSAL OF PROCEEDING

Upon execution of this Agreement, Staff agrees to dismiss its investigation herein and seek dismissal of the instant proceeding.

GOVERNING LAW

The Agreement, including all matters of construction, validity and performance shall be governed by, and construed in accordance with, the laws of the State of Louisiana without giving effect to the choice of law or conflicts of law provisions thereof.

ADDITIONAL DOCUMENTS

The Parties agree to cooperate fully and execute any and all supplementary documents or pleadings and to take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS THEREOF, the Parties have fully executed this Agreement as of the day and year first above written.

**Louisiana Public Service Commission
Staff**

Sprint Spectrum L.P. d/b/a Sprint PCS

/s/ Vanessa L. Caston
Signature

/s/ John Dunlap
Signature

Name

Name

Title

Title

2/14/01
Date

2/14/01
Date

Service List
Docket No. U-24841

Commissioner Irma Muse Dixon
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