To whom this may concern:

We entered into a contract with sprint in September 2016. Our sign up deal was a buy one get one free on an iphone 6. We transferred from Verizon Wireless and they agreed to pay the end of contract fee as long as we returned the phones currently hooked up to the line with Verizon. After three and a half hours of conversation to make sure that all of the promised contractual agreements were fully understood. Attached is exhibit A, the contract that was offered to me while I was on the phone with the salesman (name forgotten after so much time and can’t find the notes). The final understanding and contractual agreement (albeit verbal which is a common practice at sprint during that time.) is as follows:

Would pay our final payment for early termination with Verizon for all phones.

My cost for monthly (Exhibit A, page 3) “50% off The Verizon Plan 16GB Shared Data Plan. Includes Unlimited Anytime Minutes, Unlimited Text and 16GB of Shared Data all while on the Sprint Network. 50% Off Data Charges until 5/31/2018. No additional discounts apply.”

The amount total I was being charged a month just for service was $45.00 for 16 GB shared data plan and $10 per line for an access fee. No actual contract was signed indicating this agreement, however it is explained as above on exhibit A on page 3.

I was also charged $26.14 for each phone even though it was a buy one get one free. I was also told that as soon as they received and credited my Verizon phones those due at signing fees for the free phones along with the “lease” charge for the free phones would be credited to my account. Hard to say if it was, but I am not asking for it in my refund. (Exhibit A, page 3). I was told it would take 2-3 billing cycles to see those credits. The payment for the phones were $32.42 for the 2 purchased phones and $25.01 for the 2 free phones. The payments made on the 2 free phones was only until they received the phones, then those payments would be credited back and my payment on the 2 free phones was $0 as long as I made all of my payments for the purchased phones over 18 months. The credits were disbursed over a period of 6 months. Upon current review of the bills, it is hard to decipher what the credits are for.

I was asked to choose how long I wanted to make payments on our purchased phones. I asked for the longest term to lower the price per month. 18 months was the longest and then I would own the phones. The cost of a the two phones purchased with monthly payments for 18 months was $1219.40 .

I was also given a contract while on the phone with the salesman (see Exhibit B in total) online to sign. When I questioned why I was signing a contract for leased phones, he told me that it would change to the purchase agreement when they received and credited the Verizon phones. I made him promise on his life that that was the case (which would have been heard when the tape had to be reviewed for contract agreement) and the contract would not be valid once I was in a purchase agreement. I questioned how they could have me sign a contract that didn’t reflect my terms and he said they had to until they received and credited the Verizon phones, they could not honor the buy one get one free contract. (I am unclear whether this was contingent on my data deal or the purchase of the phones).

In December of 2016 my bill increased by $20 which reflected an increase in the $10 a month access charge ($5 per phone, see exhibit C, page 3). I called to ask why this had happened in January and they informed me that if I signed up for auto pay, it was only $10 a month instead of the $15 they began chargin me 2 months after the start of my contract, which obviously was not the truth on my account that I agreed to. I had never been on auto pay and it clearly states on the first few bills that my monthly access fee is $10. I was informed that they would credit it back for which I had been charged with the increase and continue to credit it back every month. I asked if there was another way because I hate having to call back every month because it didn’t credit. I was assured it was taken care of. In March I was credited 59.99 for credit for the last 3 months of over charging on phone access of $15 a month instead of $10. (Should have been $60 but didn’t argue over the penny and tax.) The next month again they charged me. I called again and told them that they were supposed to credit my account. They informed me that the person who authorized the credit was fired and I now had to sign up for auto pay to receive my $5 a month discount. I argued, but they were not going to budge even though it was not what I signed up for. Since I always pay my bills on time, I agreed to sign up for auto pay to receive the discount.

Shortly after that incident, I realized they were still charging me for all 4 phones. I called and asked why. They informed me that my contract was in a buy one get one half off contract. I told them no, but due to the lack of contractual agreement, I had to request that they went back and listened to the tape. Eventually I received a call back and took notes as they admitted I was in a buy one get one free according to the phone call recorded and would credit me the $941.40 (exhibit D, page 1) to put towards the charge for the next months until the purchase was complete after 18 months. I took notes (see exhibit E). What I was told was that the amount will be credited to cover the past and all future payments for the free phones over the length of the purchase agreement. We would own all phones at the end of the 18 months honoring the buy one get one free promotion we contractually, albeit verbally apparently agreed to.

In May of 2017, we added another line and phone to our service. That contract apparently is an own the phone deal. Which I thought was what our other phones were under. (Exhibit F). With another $15 access fee with a $5 credit for auto pay.

After 18 months, I expected my bill to go up because my 50% off Verizon discount bill would end. The 50% off Verizon bill is apparently valid until 12/31/2018. This is over 2 years. If you see exhibit A, page 3 it states it is only valid until 5/31/2018. I am not sure when that changed. I have no actual contract and my understanding was it was 18 months, the length of paying for the phones in full (an extra $300 over 18 months from the upfront purchase price. Exhibit G will show the increase in charges due to a continued lease payment. I should have owned the phones and my two payments for the purchased phones and payments for the free phones would no longer have a credit to pay for them, so that charge should have been discontinued also because I would own the phones (remember I was compensated $941.40 for the 18 month purchase price of buy one get one free for the length of the purchase contract.). Instead, I was then charged a lease amount of $32.42 for the purchased phones for 18 months and after all payments were complete I would have paid equally $609.70 not including tax per phone paid in full that were purchased and I would obviously own the free phones as well the purchase of the first two not including tax or line access. While I knew that was a lot of money to pay for a phone, I didn’t have to come up with $1200 up front to purchase all 4 phones outright, it would be a buy one get one free and payments over 18 months. Currently I have been over charged the following:

As of March 2018, my last payments on the purchased phones should have been made. To date I had been over charged from April 2018-August 2018 as follows:

Iphone 6 purchased phone $33.89 X 6 (not including September bill) $203.34 x 2(both purchased phones)=$406.68 not including taxes or interest.

Free phone $25.01 x 6=$150.06 x 2 free phones=$300.12 not including tax or interest

Total over charged for lease: $706.80

Calculation for purchase price of the phone: $104.56 due at signing for purchase down payment of the phones in which $52.28 was to be refunded over the course of the bill (I believe this was included in the $940.41 credit.

$52.28 down payment for 2 purchased phones

$583.56 was the total charged over the course of my verbal purchase price over 18 months for each purchased phone. Of course this was for two phones over the course of 18 months so the total purchase price paid for both phones was $1167.12 plus the original $52.28 due at signing for both purchased phones for a total of $1219.40. After paying a hefty amount to extend my purchase over 18 months, we should own all phones with $0 in lease fees owed after the final payment in March 2018.

I contacted sprint numerous times to resolve this situation. The first time I was told I was in a lease agreement and there was nothing they could do, but I could pay the payoff amount of $151.00 per purchased phones and also keep the free ones. The second time they offered to refund the free phone lease agreement but I would still have to pay off the phones and they would not return the $33.89 x2 charged for the “lease” from April-August 2018. The third time I called they offered to pay off 1 phone and half the second purchased phone but would not receive any refund of the “lease” charges I was over charged. I declined all offers. I am requesting in total the following:

$706.80 for the over payment of purchased phones from April 2018-September 2018 plus taxes and interest.

And ownership of all 4 phones with a $0 balance due on the phones.

Contractual end with business with Sprint with no termination fee

Lastly, I would like to mention when logging on today 09/04/2018, I went to view the lease term agreement to finish the math of over payment and noticed that all 4 original, invalid lease agreements (pre-phone return) are now gone from my online account with sprint. Luckily, I saved them on my computer and still have a reference.

Thank you for taking the time to review this complicated information. Feel free to contact me at anytime if you have questions or require more documentation.

Upon finalizing this letter on September 4, 2018, I received a call from sprint Financial Dept. They are trying to resolve the issue. I explained to them the only acceptable resolve, and in the process of speaking with a supervisor I was hung up on. I then called back and spoke with another agent who could not tell me who I was speaking with previously. She again said she would try to resolve the situation. They again stated that they could not issue any credit and to own the devices I would have to pay the fair market value. I declined. I asked for the address to send a written complaint. The customer service rep stated that they did not have one but needed to transfer the call to a supervisor. After being on hold for a couple minutes I was again hung up on. The supervisor called back and said there was no address, but if I paid for the market value of the phones, I could own them, but no credit would be given. I again declined. This is the first return phone call through this settlement I have ever received back although promised call backs three separate times and never received a single one. I have filed with the BBB and FTC and FCC.

Cheers,

Angela McGrath September 4, 2018