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In 2005 (approx. February) I purchased a cell phone plan with the service provider Qwest in Utah. I paid 300\$ for the phone plus activation. Over the next eight months I was the victim of continuous billing errors. I spent no less than 2 hours per month on the phone with Qwest attempting to fix these billing errors. My time is worth 60\$ an hour. That is \$960 owed me by Qwest.

Each time I was assured by the last person I spoke with that the error would be corrected on my next statement. Each time, it was not. I let them know I would be referring the matter to the public utilities commission. I was informed I couldn't because wireless service didn't fall under the commissions' oversight. I informed them I would let the FCC know in that case.

I switched my service from Qwest to Sprint in September 2005. Qwest took another 60 days after I switched to correct their final billing problem. I had been charged late fees on funds never credited to my account (for EIGHT months)!

The cell phone service that Qwest provides isn't actually Qwest service. Qwest has a contract with Sprint. That is to say that Qwest resells Sprints service. Sprint owns the equipment and the network, and Qwest merely repackages the service with their moniker on it. There is no difference in the technology.

When I switched from Qwest to Sprint I was appalled to find out that I was going to have to purchase another phone. The phone that I had used the EXACT same technology, the only thing that was different was a line of code that didn't identify my phone as a "Sprint" phone. I had paid hundreds of dollars for a paperweight.

If Qwest had provided the service I had been promised, I wouldn't have needed to change carriers. I was given no refund for the purchase price of my device. The device would work perfectly with Sprint, if I were allowed to rewrite the firmware.

If you total my time spent and the cost of the phone, I have lost \$1,260. This does not include the amount of time it takes me to move the data in the phone (address book, applications I purchased, messages). This is more valuable to me than the phone. Poor customer service and the inability to switch the device I PAID for has cost me into the thousands of dollars.

I hope you will consider the victims of poor customer service when you determine the need to rewrite firmware.

[Proposed class or classes of copyrighted work(s) to be exempted]= Computer programs that operate wireless telecommunications handsets. (Mobile firmware)

[Brief summary of the argument(s) in support of the exemption proposed above]= Mobile communications providers are using software locks to control customer access to mobile phone operating software embedded inside the devices. These locks prevent customers from using their handsets on a competitor\*s network. Customers who want to use their handsets on a different network must circumvent the locking software to access the computer program that allows the phone to operate (mobile firmware). Mobile providers can use section 1201(a) to stop customers from selecting a provider of their choice, resulting in poorer service and higher costs for customers, reduced competition contrary to explicit U.S. policy, and environmental disaster as a result of mobile handset waste. Locked phones also contribute to the problem of the digital divide between rich and poorer nations. For these reasons, the Copyright Office should grant an exemption for phone unlocking.