

Tracfone Wireless Inc
9700 NW 112 Ave, Miami, FL

DEMAND LETTER AND LETTER OF INTENT TO SUE

To Whom it May Concern,

I am writing you to inform you that I will be filing a lawsuit against you for breach of contract, several violations of my rights as a consumer, several violations of federal, state, and Constitutional law, emotional distress, and loss of education, income, and reputation. The following demands and reasons for these demands to avoid suit are as follows:

1. On or around March 29, 2024, I ordered an A12 Samsung Galaxy and an unlimited \$45 plan that came with 10 GB of hotspot from Straight Talk. On or around April 3, 2024, I received the phone along with a sim card which I promptly tried to setup and activate which I could not do. I also noticed several issues with the phone including hard to turn on, very slow, hard to connect and stay connected to Wi-Fi and Bluetooth, and issues with the other party being able to hear me on phone calls. After several hours of arguing with customer service the phone was finally activated but the calling issue was never fixed.
2. On April 9, 2024, I got fed up with the constant lag and difficulty of using the phone and the other person not able to hear me and wished to get the phone replaced since it was still under warranty. For the next several days I argued with customer service and even filed a complaint with the BBB and the FCC on April 15, 2024. On April 16, 2024, I was promised by your office a replacement phone without sending my phone in first which never happened. When I called your office about this your customer service still refused to replace the phone for free unless I mailed in the phone and wait one to three weeks for the replacement which I could not do because of work and school. I was also taking care of someone at that time and needed a working phone in case of emergencies. This goes against the promise made to me via email in offering to send a phone replacement upon my request before sending in my defective phone.
3. On April 20, 2024, I finally got fed up with not being able to use my phone properly and effectively, so I ordered a new phone, an A14 Samsung Galaxy along with a \$65 unlimited plan. Before ordering I use live chat to ask if buying a new phone could I keep my old number and have the plan placed in reserve for the following month. The rep assured me that I could and even offered to stay with me while I placed the order so she could make sure there were no issues or complications. Upon ordering I never received an order number nor a confirmation email as to my order, but I was assured I would get one within 24 hours.
4. On May 7, 2024, I had yet to receive the phone nor a confirmation email nor an order number as promised so I called customer service, and I was told I had never ordered a phone nor a plan. When I told them I could show proof through a charge to my bank the rep got argumentative and hung up in my face (which is common with your customer service). I called back and asked to speak to a manager which the rep refused and again hung up in my face. After threatening getting my attorney involved and filing a lawsuit a manager was placed on the call,

but still no order could be found so I made a few phone calls and filed another FCC complaint which has to this day not been answered through the FCC.

5. On May 8, 2024, I suddenly and without notice received a confirmation email, an order number, and a tracking number (after I called my attorney by the way) with an apology and an excuse “the phone was back ordered” and it was sent express mail and I should receive the phone along with the plan within 1-2 business days. I immediately called customer service and they confirmed the email and promised once again I would keep my number and the plan would be placed in reserve for the following month’s bill.

6. On May 10, 2024, I received the phone but to my chagrin not only was the promise made to me-twice on two separate occasions-broken and I had a new number plus my old number and my new plan was added the new number as a second line and my hotspot as not turned on. I called customer service who refused to fix the issue and do as was promised originally so I edited my FCC complaint to add this.

7. Three days later I still could not use my new phone as I should be able to so I called customer service and not only was my old number canceled (I was told I could not keep old number), my hotspot turned on, and my service was restored after being turned off for no reason. I was also promised a month free of service for my troubles which I received, pushing my due date from June 7th to July 7th.

8. The next day I was called by your office where I was promised the old number had been removed and I was given an additional free month service for my issues, pushing my due date now to August 7th.

9. On May 23, 2024, my Walmart+ membership was canceled by Straight Talk for unknown reasons. When I called, I was told that Straight Talk nor you offer Walmart+ nor do you all have a department for Walmart+ memberships. After arguing for over ten minutes and threatening another FCC complaint and another call to my attorney I was finally transferred to the department that handled these issues where I was told my membership had not been canceled. After proving that it was according to Walmart, I was told to restart my phone and text Walmart+ to 611611 and everything would be fixed. When I restarted my phone, I had no service, so I called back and I found out that my plan had been changed from the \$65 plan back to the \$45 without reason nor cause. When I asked why I was told because I requested it which I never did and said so. Now the new excuse was, “Well, in order to have service you have to pay for another plan.” I requested a manager which was refused and was hung up on yet again. I called back and was put with a supervisor who said the same thing. I contacted your office, and you all said the same thing.

10. To this day neither my BBB complaint nor my two FCC complaints have received a response from your office. Not only did I not get to enjoy a full month that I paid for you all change my plan without any notice, reason, cause, or permission. This has caused loss of income, loss of work, loss of reputation, loss of association, and loss of being able to do my advocacy, my schoolwork, and my lawsuit I have pending. I am now out of data which has caused my grades to slip and has caused me to lose three jobs, have not been able to keep in touch with family and

friends overseas, and have not been able to work on my legal cases or run my business. Also, your records and the records on my phone regarding my hotspot do not match nor do they match with what the app and my account on your website says. I have continuously have had loss of service, slow speeds, forced to use lemon phones even when they are under warranty, Also, I cannot have used 10GB of hotspot in a week when I used 8GB last month in the same allotment of time when I used the heck out of it and have barely used it this time (the hotspot setting is set to metered and all background use turned off) while using only 15GB on my cellular data and I have watched movies, played games, downloaded large files, have used video messenger regularly, and have played a ton of music. My hotspot is for school and work only.

11. Due to these illegal, ridiculous, and unnecessary well-documented issues and recorded phone calls I am demanding reimbursement of both phones and plans, restoration of my original plan of \$65 plus 20GB of hotspot, and restoration of the agreed compensation of two free months of service. If my demands are not met, I will be suing you for \$25,000 for compensatory and punitive damages for loss of reputation, income, and education, financial hardship and loss, breach of contract-both written and verbal, and emotional distress. I will also sue for any and all legal fees and costs in bringing this suit to bear.

12. I am giving you twenty-one (21) days to respond from the date of this letter by phone or email that are provided below. If it is by phone you will agree to have the call recorded or I will go ahead with the suit. If I do not hear from you, I will assume the demand is denied and I will sue you here in Memphis, TN for said amount (\$25,000 plus legal fees). I strongly suggest you take this very seriously and think about the costs of refusing.

Date: June 11, 2024

Respectfully,

Douglas Martinez