

**DRAFTER'S NOTE**  
**FROM THE**  
**LEGISLATIVE REFERENCE BUREAU**

LRB-2241/P1dn  
CTS:jld:jf

February 28, 2005

Representative Berceau:

This is a redraft of LRB-0850/P1 based on memoranda from Professor Steve Meili and the Law School's Consumer Law Litigation Clinic (clinic). I have made a number of modifications to conform to our drafting conventions and to enhance readability. Although I had initially intended to generate an introducible draft, I later decided that another preliminary draft was in order. I have opened a new LRB number in order to submit this as a preliminary draft.

Please note the following comments and questions regarding this draft:

1. This draft creates a private cause of action that permits a customer to recover the amount of the customer's pecuniary loss or \$500, whichever is greater. Like current s. 100.20 (5), cited in the clinic's memorandum, this provision requires a court to award reasonable attorney fees to a prevailing plaintiff. Is this okay? Also, do you want to specify a limitations period for such an action?
2. This draft requires that a service provider send a notice of automatic contract extension or renewal to the customer not more than 30 days nor less than 15 days before the date of extension or renewal. Is this okay?
3. This draft incorporates a provision suggested by the clinic that requires service providers to file service quality reports. The language suggested by the clinic required that these reports be filed with the PSC. It was my understanding, however, that you intended for DATCP to have responsibility for enforcement, so this draft requires that the reports be filed with DATCP. Is this okay?
4. The language suggested by Professor Meili restricts disclosure of customers' names and wireless telephone numbers without customer consent. The suggested language also allows a customer to revoke consent at any time and requires a service provider to comply with revocation within 60 days. It is not clear what a service provider must do in order to comply, particularly if the service provider has disclosed the number to a third party. Can you clarify?
5. Based on your instructions, this draft does not include a provision that prohibits charges for calls that are not completed. Please note that current s. 196.202 (5) prohibits a commercial mobile radio service provider from charging a customer for an incomplete call.

6. It seems unnecessary to include an exception for disclosures to the FCC, if in fact the FCC has jurisdiction and control over service providers. This draft does not contain such an exclusion. Is this okay?
7. It also seems unnecessary to include language that provides that there is no civil or criminal liability for disclosures authorized by the provisions of the draft. I have not incorporated the suggested language. Is this okay?
8. This draft does not incorporate a severability clause, as current s. 990.001 (11) provides that all statutes are severable.

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