October 2, 2019

Commission’s Secretary

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Declaratory Ruling will use Public Comments

Within: Re: WC Docket No. 06-210

CCB/CPD 96-20

**800 Discounts, Inc.**

**Winback & Conserve Program, Inc.**

**One Stop Financial, Inc.**

**Group Discounts, Inc.**

**REQUEST FOR DECLARATORY RULINGS**

**& RELIANCE UPON COMMENTS IN CASE 06-210**

I am President of the 4 petitioner companies (One Stop Financial, Inc, Group Discounts, Inc., Winback & Conserve Program, Inc. and 800 Discounts, Inc.) Herein further referred to as the “Inga Companies.”

**Declaratory Ruling Number I---Background:**

The Inga companies transferred its whole CSTPII/RVPP plans to Combined Companies Inc. (CCI) in December 1994 using section 2.1.8 of AT&T tariff No.2.

On January 13, 1995 a traffic only non-plan transfer was ordered by CCI--- again using section 2.1.8 of AT&T Tariff No. 2. The Inga Companies **continued to own the end-user businesses traffic as all end-users provided the Inga Companies with full Letter of Agency.**

AT&T refused to process the initial December 1994 whole plan transfer from Inga Companies to CCI. AT&T claimed that CCI was a New Customer to AT&T with little credit history. AT&T demanded that CCI post a New Customer security Deposit in excess of $13 Million before the plans would transfer from Inga Companies to CCI.

CCI obviously could not post $13 Million dollars so the Inga CSTPII/RVPP plans were not transferred. Since CCI did not first own the plan, AT&T prohibited CCI from engaging in the second transfer of January 13, 1995 in which traffic only would transfer from CCI’s plan (Formely Inga Companies plan) to PSE’s plan---- which was a CT516 discount of 66%. AT&T argued that until CCI posts $13 + million deposit and owned the Inga plans, CCI cannot do the second traffic only transfer.

Understanding AT&T’s argument Inga Companies on January 30, 1995 decided that it would enter into a totally different scenario to get the end-user accounts from the 28% discounted CSTPII/RVPP plan to PSE’s 66% discounted plan. As per AT&T’s own Revenue At Risk Report the Inga Companies were by far the largest AT&T aggregator customer and this Report evidences the Inga Companies were one of the only AT&T customers that were well over its revenue commitment and had been an AT&T customer for 6 years prior **with excellent credit rating**.

The Inga plans had already met its fiscal year revenue commitment and were all ordered prior to June 17, 1994 thus could be discontinued without shortfall charges---also known as restructuring/refinancing. AT&T’s Network Services Commitment refers to this as an UPGRADE.

AT&T asserted it had the right to ask CCI for $13 Million deposit because CCI was a **NEW CUSTOMER.** However, the Inga Companies and PSE were **not** new customers to AT&T so AT&T could not delay a traffic only, non-plan transfer **directly between Inga Companies plans and PSE** ---thus removing CCI from posting the $13+ million security deposit.

The Inga Companies on January 30, 1995 initiated a direct traffic only, non plan transfer from the Inga Companies 28% discount plans to Public Service Enterprises PSE’s 66% discount plan under section 2.1.8 Transfer of Service. This eliminated AT&T’s new customer deposit requirement.

Section 2.1.8 allowed both traffic only non-plan transfers and whole plan transfers. Thus AT&T was advised that the Inga/PSE transfer was a traffic only, non-plan transfer in accordance with section 2.1.8 of AT&T’s tariff No. 2.

AT&T was advised for each of the Inga CSTPII/RVPP plans the tariffed Main Billed Account number that would need to remain with the non-transferred plan when ordering a traffic only transfer. On January 30, 1995 Mr Inga provided CCI’s president Larry Ship with Letter of Agency to directly transfer traffic only from the Inga Companies 28% discount plans to PSE’s 66% discount plan. The 06-210 case file has exhibits of this order.

It was believed that this January 30, 1995 traffic only transfer would sail right through as no security deposit could be required. The plan had already met fiscal year commitments and all Inga plans were all pre-June 17, 1994 ordered and thus immune from shortfall charges as stated by Judge Politan. There would be no issue of termination charges as the plans that remained with Inga Companies were not going to be terminated as AT&T conceded this to the FCC and so noted by the FCC 2003 Order.

The Inga Companies had no risk holding the plans. The plans were over revenue commitment, and were pre-June 17, 1994 grandfathered and thus immune from shortfall charges. Furthermore, the plans were owned by the corporation not by Mr Inga personally. There was simply no reason not to hold the plans and do a direct Inga to PSE traffic only transfer. The only reason the Inga plans were transferred to Combined Companies Inc ( CCI) was as per its name, pre June 17, 1994 shortfall immune plans from multiple aggregators were going to be sought and the total volume would be used to secure our own contact tariff to compete against CT-516’s 66% offering.

At minimum if the January 13, 1995 CCI to PSE traffic only, non-plan transfer did not go through for some unknown reason, **a back-up plan order**, based upon a **different set** of non-disputed facts could be relied upon.

The focus of this declaratory ruling will be regarding the second traffic only non-plan transfers on January 30th, 1995 from Inga Companies directly to PSE 66% discount plan, under section 2.1.8.

**Section 2.1.8**

**FCC 2003 Order pg. 6 FN 46)…** The full text…

Transfer or Assignment – WATS, including any associated telephone number(s), may be transferred or assigned to a new Customer, provided that:

1. The Customer of record (former Customer) requests in writing that the Company transfer or assign WATS to the new Customer.
2. The new Customer notifies the Company in writing that it agrees to assume all obligations of the former Customer at the time of transfer or assignment. These obligations include (1) all outstanding indebtedness for the service and (2) the unexpired portion of any applicable minimum payment period(s).
3. **The Company acknowledges the transfer or assignment in writing. The acknowledgement will be made within 15 days of receipt of notification.**

The transfer or assignment does not relieve or discharge the former Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment. These obligations include: (1) all outstanding indebtedness for WATS, and (2) the unexpired portion of any applicable minimum payment period(s). When a transfer or assignment occurs, a Record Change Only Charge applies (see Record Change Only, Section 3).

Nothing herein or elsewhere in this tariff shall give any Customer, assignee, or transferee any interest or proprietary right in any 800 Service telephone number.

Exhibit I to Petition (AT&T Tariff FCC No. 2, 14th rev. p. 20, (eff. Apr. 21, 1994)).

As per the Administrative Procedures Act (APA) the January 30, 1995 order involves non disputed facts and were a different set of facts than the CCI to PSE traffic only, non-plan transfer of January 13,1995.  The Inga Companies simply asked for a traffic only non-plan transfer under 2.1.8 of the Inga-PSE but AT&T did **not acknowledge the order** within 15 days and thus violated 2.1.8 (c). Therefore AT&T was precluded from raising any defenses.

AT&T comments already uploaded in this case claimed that AT&T’s February 6, 1995 letter from AT&T counsel Fred Whitmer was NOT a letter in reference to the Inga Companies-PSE traffic only, non plan transfer. AT&T claimed that its February 6, 1995 AT&T letter was in reference to the CCI-PSE January 13, 1995 traffic only transfer.

Even if AT&T now flips again –almost 25 year later---and says the 2.6.95 AT&T letter was in reference to Inga to PSE order, the evidence shows **it was not a denial at all**—it was just a fraudulent use warning letter. Furthermore, the 2.6.95 warning letter was based upon a fraudulent use defense under 2.2.4 that AT&T would file on 2.16.95 under TR8179. Thus AT&T’s TR8179 filing was over 15 days after the January 30, 1995 order. Furthermore AT&T dropped that defense on June 2, 1995. AT&T legally could not use 2.2.4 in any event as section 2.1.8 transfer section did not refer to section 2.2.4 fraudulent use and thus 2.2.4 was a tariffed defense.

Not only didn’t section 2.1.8 refer to section 2.2.4 as required, the fraudulent use defense could only be asserted if there was an ATTEMPT TO CIRCUMVENT PAYMENT. Furthermore, the tariffed remedy would have been to **temporarily suspend phone service**—not permanently deny the Inga to PSE traffic only transfer.

Thus, per AT&T’s own 1995 concession there was no acknowledgement of the Inga- PSE January 30, 1995 order within 15 days, let alone a denial. Yet AT&T conceded in March 1995 during Oral argument that it did receive the “backup plan order”….Inga to PSE traffic only, non-plan transfer… in case for some reason the CCI-PSE order was denied.

According to AT&T there wasn’t any:

1. Acknowledgement of Inga to PSE traffic only transfer within 15 days.
2. No referring in 2.1.8 to 2.2.4
3. No apparent circumvention indicated to assert Fraudulent use.
4. No temporary suspension of phone service.
5. No new customer security requirement could be demanded.
6. AT&T did not file its Tr8179 defense until 2.16.95 over 15 days after the January 30, 1995 Inga to PSE traffic only transfer. AT&T asserted it was already implicit within 2.1.8 that it could subjectively decide when a substantial traffic only transfer should be deemed a plan transfer. Yet provide no transactional evidence that it ever was “implicit.”

AT&T simply had no defense asserted to deny the Inga to PSE traffic only transfer.

The evidence within 06-210 case submitted shows that AT&T fabricated a written denial date at the DC Court of January 29, 1995 to meet the 15 days requirement on the CCI-PSE transfer which was ordered January 13, 1995.

There was absolutely no need for AT&T to fabricate a denial date to the DC Court –without submitting the evidence of the written denial unless AT&T knew it needed to meet 2.1.8 (c)—or AT&T would be precluded from raising any defenses.

AT&T’s own actions evidence that it knew it had to meet the 15 days written denial. In the Inga to PSE traffic only transfer of January 30, 1995 AT&T conceded to Judge Politan in March 1995 that it received the Inga to PSE traffic only, non plan transfer, and AT&T conceded there was no acknowledgement within 15 days, let alone a written denial. AT&T had no defense to assert! It made up bogus non-tariffed defenses without evidence under Tr8179 on 2.16.95---over 15 days after the January 30, 1995 Inga to PSE transfer.

Today the NJFDC is refusing to lift the stay on the first traffic only transfer of Jan 13, 1995 between CCI-PSE, even though the case has been decided in the Inga Companies favor in 2005.

Based upon a tip the NJFDC Judges Wigenton, Linares and Chesler were fixed by AT&T. Substantial evidence has already been discovered and Judge Wigenton immediately **recused** her Court due to this evidence.

Therefore, this is separate set of non-disputed facts on January 30, 1995 ---which NJFDC Politan said during Oral Argument was within the case claims can be relied up. This evidence has already been uploaded to the case file.

**HERE AS EXHIBIT A** are the Case Claims and as highlighted both traffic only non-plan transfers are covered. The case claims were filed 2.24.95 which is after the December 1994 Inga to CCI Plan transfer. Thus plaintiffs were consistent in its position that the Inga to PSE traffic only transfer was also part of the case claims and Judge Politan agreed with plaintiffs.

CLAIMS PARA 27 covers the 15 days requirement:

**27. Although AT&T's usual practice is to acknowledge receipt of TSAs submitted to it, AT&T's tariff provides that if AT&T does not provide such a written receipt and no other action is taken in response to the submission of TSAs within fifteen (15) days, the transfer (of the selling or merging aggregator's AT&T service and the responsibility and credit for the traffic of that aggregators' end user customers) to the buying or surviving aggregator is considered accepted and complete.**

Para 60 of the claims cites the Inga Companies Plans traffic only transfer to PSE.

**60. On January 30, 1995, in a further effort to obtain processing of its TSAs and transfer of traffic requests, CCI submitted to AT&T letters of agency executed by the original "customers of record" for the Plans authorizing CCI to act on their behalf with AT&T.**

**EXHIBIT A last page under claims covers Inga Companies requests**   
3. Defendant be ordered to immediately accept, process and implement the requests for service made by CCI and PSE **and the requests of Winback** to discontinue service (via the proposed Transfer of Service Forms submitted to AT&T by CCI); and

AT&T can’t argue that that 15-days requirement within 2.1.8 is not a hard date to acknowledge and deny the transaction. It would make no sense just to acknowledge the transaction and not process it. If that were the case AT&T could issue an acknowledgment within 15 days and say YEA, WE GOT IT and never process it. As the FCC has cited within its 2003 Order ----By law tariffs must be explicit and if not explicit must be ruled against the maker of the tariff AT&T. FCC Order 2003 Page 10 fn 65:

Pursuant to Rule 61.2, titled “Clear and explicit explanatory statements,” as in effect in January 1995, “[i]n order to remove all doubt as to their proper application, all tariff publications must contain clean [sic] and **explicit** explanatory statements regarding the rates and regulations.” 47 C.F.R. § 61.2 (1994). It is a well settled rule of tariff interpretation that “‘[t]ariffs are to be interpreted according to the reasonable construction of their language; neither the intent of the framers nor the practice of the carrier controls, for the user cannot be charged with knowledge of such intent or with the carrier’s canon of construction.’” *Associated Press Request for a Declaratory Ruling*, 72 FCC 2d at 764-65, para. 11 (quoting *Commodity News Services, Inc. v. Western Union*, 29 FCC at 1213, para. 2).

The Inga to PSE traffic only transfers needs to be interpreted as it is a separate set of non disputed facts and as claimed **a further effort.**

Even on the CCI to PSE January 13, 1995 traffic only transfer the Inga Companies had LOA on all its end-users. Even when the plan was ordered transferred to CCI via May 1995 court Order, Inga Companies still OWNED AND CONTROLLED ALL END USERS. CCI did NOT EVEN KNOW who the end-users were!!!

The Inga Companies office never gave CCI’s Larry Shipp the contact database. AT&T itself continued to send all calls to the Inga NJ office AFTER the Inga to CCI PLAN transfer. That is why the Inga Companies office in NJ received all the irate calls in June 1996 when AT&T inflicted shortfall and termination charges on the Inga owned traffic---not CCI in Florida. 13 months after the May 1995 Court Order transferring the plans the Inga Companies still owned and controlled all the traffic via tariffed LOA.

Therefore, if history were to be re-written and Inga and Shipp knew at the time that the CCI-PSE traffic only transfer was delayed or denied for some reason. The backup plan (further effort) of moving the end-user accounts directly from Inga plans to PSE plan is a separate set of non-disputed facts that Inga had FULL CONTROL OF.

Additionally, it wasn’t as if CCI would have fought Inga taking the plans back anyway. The parties had a contract and the goal was simply to get the end-users on CT 516 at 66% discount while negotiating for our own CT.

AT&T was paying 66% discount to CT 516 and AT&T would come to the table and be willing to pay Inga/Shipp less. The goal was to put a Contract Tariff into the marketplace that would be less discount being provided by AT&T and more compensation to end-users.

The Inga owned end-users were being picked off by CT 516 owned by PSE and Tel-Save Dan Borislow. Under CT 516 the end-users all received the CSTPII/ RVPP discount of 28% and then AT&T sent a check for 38% more to CT 516 plan holder. There was no AT&T billing option other than that. The proposed Inga/Shipp CT would give 35% to end-user and 25% to Inga/Shipp. This would enable Inga Shipp to offer all end-users on CT-516 7% more discount 28% to 35% and get our customers back. AT&T would pay out 35% to end-users and 25% to Inga Shipp a total of 60% instead of CT-516 66%. The 25% compensation to Inga/Shipp was still more than triple it was receiving under CSTPII/RVPP plans.

The FCC 2003 Order noted that the propriety of the May 1995 Court Ordered Inga to CCI plan transfer should have taken place in December 1994 not May 1995 by Court Order since AT&T could not impose a security deposit as 2.1.8 was not conditioned upon security deposits. Section 2.1.8 did not refer to any tariff section in which security deposits would be needed for a new AT&T customer.

If AT&T acted in accordance with its tariff section 2.1.8 (c) as per the Inga to PSE traffic only transfer, that order should have been processed upon submission on January 30, 1995. There was no benefit for plaintiffs to wait for May 1995 Court Order that only transferred the plans to CCI but did not accomplish the Inga plaintiffs objective of getting the Inga Companies end user traffic to PSE’s CT516. Of course, the FCC must recognize that the Inga to PSE traffic only transfer must be interpreted as well as the CCI-PSE traffic only transfer. The difference is the non-disputed fact that AT&T concedes it did not acknowledge the Inga to PSE traffic only transfer and had no $13 Million security deposit argument.

Therefore, the Commission again needs to rewrite history and determine: Plaintiff’s did two separate traffic only transfers, and both had non-disputed facts. If one of the traffic only transfers was denied or delayed for some reason the plaintiffs did indeed make the effort and ordered a second traffic only transfer (January 30, 1995 Inga-PSE). The key to the Inga-PSE traffic only transfer is AT&T violated the 15-day written acknowledgement at 2.1.8 (c).

The FCC needs to take the position that the Inga-PSE traffic only transfer on 1.30.95 was indeed ordered and has a separate set of non-disputed facts. The failure of AT&T to process the first traffic only transfer (CCI-PSE) of 1.13.95 caused the ordering of the second traffic only transfer (Inga -PSE) of 1.30.95. Since it’s still AT&T’s position that the first traffic only transfer should not be effectuated, this controversy and uncertainty even more warrants the FCC to interpret the second traffic only transfer of 1.30.95. AT&T can’t possibly assert that the Inga to CCI plan transfer that did not take effect until May 1995 somehow eliminates the second traffic only transfer that was ordered many months earlier and if had been processed on 1.30.95 would have allowed plaintiff to retain customers it was losing during this time---as well as hire more sales people etc.

The non-disputed facts show both CCI and Inga were both willing and able under the tariff to transfer the plans back to Inga or just have Inga transfer traffic as Inga initiated on Jan 30, 1995.

The evidence uploaded already shows the NJFDC Judge Politan explicitly stated that both the CCI-PSE and the Inga-PSE traffic only transfers were **included with the complaint** and did not change the Courts position after the May 1995 Court Ordered plan transfer. Judge Politan stated in March 1995 that the Inga-PSE traffic only transfer was included in the case claims and Judge Politan already knew the Inga to CCI plan transfer was ordered December 1994! Judge Politan did not say: If the December 1994 Inga to CCI plan transfer is effectuated by AT&T, this Court will no longer consider the Inga to PSE traffic only transfer. Not at all it was a separate transaction.

The Inga-PSE transfer was the **back-up plan** because the CCI-PSE traffic only transfer did not get processed. The Inga/CCI contract submitted as evidence clearly indicates co-plaintiffs would do whatever it took to get the accounts on PSE. Inga controlled the end-user accounts even when the accounts were on CCI plan. AT&T’s own position to the NJFDC was CCI was just a “strawman” doing whatever Inga dictated. That is true as Inga owned all the accounts before and after the May 1995 Court Ordered plan transfer. You don’t get paid by owning a plan ---you get paid on the usage. Inga owned the assets. The plan assets were it was **Pre June 17, 1994 grandfathered from shortfall,** and had a **long time established credit rating**—other than those important criteria the plan was all liability.

Even after the INGA-CCI May 1995 plan transfer--all end-users were Inga’s. When AT&T in June 1996 used an illegal remedy and inflicted shortfall and termination penalties in excess of the discount, those illegal remedy charges were being inflicted against the **INGA COMPANIES CUSTOMERS** NOT CCI’s CUSTOMERS. As per the Inga-CCI agreement, CCI only was to receive 20% commission on ADDITIONAL revenue that would only come about if the Inga end-users were transferred to PSE’s CT-516. Inga only went along with the May 1995 Court Order because it would not suffer any loss of revenue and still owned the end-users.

The FCC now sees Inga Companies are being delayed damages from the NJFDC on the first traffic only transfer (CCI-PSE) due to the tip to Inga Companies that NJFDC Judges were fixed by AT&T.

**AT&T’s FIXING OF THE NJFDC—NJFDC JUDGES PLAY DUMB**

As the FCC has witnessed the NJFDC has taken the position that the FCC staff since 2006 are all lazy no good bastards by not interpreting the 2006 moot Judge Bassler referral.

The NJFDC has evaded the fact AT&T did not meet the 15-days requirement under 2.1.8 (c).

The NJFDC has evaded the fact that all AT&T’s defenses filed under Tr8179 were withdrawn June 2, 1995.

The NJFDC has evaded that fact that AT&T has no transactional evidence to support the bogus defenses it withdrew.

The NJFDC has evaded that fact that the Third Circuit Referral explicitly states the defenses under Tr8179 were withdrawn.

The NJFDC has evaded that fact that AT&T’s Tr8179 and Tr9229 answer the moot June 2006 Judge Bassler question in any event---Revenue and Term commitments do not transfer on the AT&T conceded traffic only transfers.

The NJFDC has evaded that fact AT&T’s position to the DC Court was the same as Inga Companies. The only way the FCC can act under the APA is if there is a controversy or uncertainty and before the FCC and DC Court AT&T and Inga Companies position was the same—2.1.8 allows traffic only transfers and revenue and term commitments don’t transfer.

The NJFDC has evaded that fact the FCC Commissioners removed the moot referral off FCC Circulation in January 2017. The NJFDC Judge Chesler instead of simply realizing the June 2006 referral was moot and the FCC could not rule came up with some incredible excuse that the FCC Commissioners may not have had a quorum from November 2, 2015 thru January 2017.

There are many Chesler AT&T executives and it some appear to be tracked back to Judge Chesler. Additionally, another woman Jackie Chesler ended up with multimillion-dollar commission being awarded an AT&T real-estate listing. Did AT&T award Ms. Chesler the sale of its building to influence Judge Chesler?

The NJFDC has suggested that the Inga Companies file a writ of mandamus with the DC Court to force the FCC to interpret the moot 2006 Judge Bassler referral. The NJFDC has been advised that the DC Court Director Martha Tomich many years ago, explicitly advised the case has been over since 2005 and AT&T should have filed an appeal in 2005 since it’s not happy. Why would a NJFDC Judge order (Inga) to file when Inga’s position is the case is over and not tell AT&T to file, as it is AT&T’s position the moot 2006 referral must be interpreted. Current DC Court Counsel Thompson and Nancy Dunn have advised that if either party at this point files a writ of mandamus it will get hit with ethics and sanctions.

It appears AT&T has fixed the NJFDC so well that only an FCC Order that is overwhelmingly explicit that all AT&T’s defenses are precluded due to AT&T’s failure to acknowledge the Inga to PSE traffic only transfer within 15 days will lead to lifting the stay and going to damages.

The FCC staff knows NJFDC Judge Wigenton and Judge Chesler are not that incompetent to not understand “THE JUNE 2006 REFERRAL DOES NOT EXPAND THE SCOPE OF THE ORIGINAL 1996 ORDER.”

It certainly does appear the tip to plaintiffs which led to the Business Deals evidence filed within 06-210 correct--- AT&T fixed Judge Wigenton, Judge Linares, Judge Chesler. It also appears AT&T is also involved with business deals with the NJ and DC Ethics staffs. AT&T has not commented on the hundreds of thousands it funneled to Judge Susan Wigenton’s husband Kevin Wigenton ---who was an AT&T lawyer! What Judge other than one that was involved in case fixing would accept a case when her husband worked as an attorney for AT&T in the same building as the other attorneys involved in this case DURING 1995. Kevin Wigenton worked for AT&T for 12 years and no doubt is receiving pension from AT&T. The FCC staff understandably believed Judge Wigenton was just incredibly incompetent and lazy for not understanding the 2005 DC Court Decision was not a remand and not understanding the FCC January 12, 2007 Order explicitly stated that the FCC was corrected by the DC Court in 2005 and the explicitly stated the case was over in 2005 and the June NJFDC Referral did not expand the scope of the 1996 Third Circuit Court Referral and thus was moot as that is why the FCC Commissioners removed it from FCC Circulation.

The AT&T hired hundreds of students from Norfolk State University the Wigenton’s alma mater to make the Wigenton’s look good as Kevin is involved in helping these very low academically ranked students get jobs. It appears that all Kevin needed to do was tell his **now recused and disgraced** wife Judge Susan Wigenton to evade all the evidence against AT&T. What was Judge Wigenton thinking? She was thinking she could continue playing dumb and no one would find out about her family’s AT&T connections---but this case is just too obvious to fix.

Judge Stanley Chesler got the case and in one day held Oral argument at the time scheduled by recused Judge Wigenton. Judge Chesler claims he read 10,000-page case file with 10 Orders all in one day! Evelyn Wood would be envious of Judge Chesler. All Judge Chesler did was continue to evade the FCC 2007 Order and evade the fact that AT&T’s defenses had no evidentiary support and were withdrawn, evaded Tr8179 and Tr9229 solution, and simply was a mimic of the writ of mandamus nonsense that the **recused** Judge Wigenton suggested. Judge Chesler refused to entertain the fact-based claims outlined within the January 12, 2007 Order---that the NJFD must handle. Judge Chesler intentionally evaded all the evidence during Oral June 6, 2018 Oral Argument that Judge Wigenton evaded, possibly to cover for **recused** Judge Wigenton and possibly because of the appearance of Chesler family business deals with AT&T.

It is therefore incumbent upon the Commission to determine:

The Inga to PSE traffic only transfer was not acknowledged within 15 days and its January 30, 1995 2.1.8 traffic only transfer should have been processed as all AT&T’s defenses are precluded.

**Declaratory Ruling Request I**

In regards to the Inga Companies to PSE traffic only transfer of 1.30.95, is AT&T precluded from raising any defenses to prohibit the Inga-PSE 2.1.8 transfer, or a 3.3.1 Q bullet 4 Delete and Add traffic only transfer, given the non-disputed fact that AT&T failed to adhere to the 15-day requirement of 2.1.8(c)?

AT&T’s Joyce Suek and counsel Charles Fash **declared as of June 1995** when AT&T withdrew Tr8179 on June 2, 1995 that AT&T **no longer** was processing traffic only, non plan transfers.

However, the Inga to PSE transfer was January 30, 1995 when AT&T order processing manager Joyce Suek conceded AT&T **was still processing these transfers for everyone** ---but discriminated against the Inga to PSE traffic only transfer. Therefore….

**Declaratory Ruling Request II**

Did AT&T engage in discrimination under 202 of the 1934 Communications Act by not processing either the CCI-PSE or the Inga PSE section 2.1.8 traffic only transfer in January 1995 as the non disputed evidence shows AT&T’s conceded its consistent practice was to process other AT&T customers traffic only transfers under 2.1.8?

**Declaratory Ruling Request III**

Did AT&T engaged in an unreasonable practice in violation of section 201 of the 1934 Communications Act when it refused to affect the transfer of Inga locations to PSE under section 2.1.8?

**Declaratory Ruling Number IV**

The non-disputed fact is AT&T entered into the October 1995 Order and agreed that any tariff controversy /uncertainty with its resellers was to voluntarily mandate AT&T to FCC file a Substantive Cause Pleading to get an FCC interpretation. AT&T inflicted shortfall on the Inga Company owned and controlled end-users’ customers in June 1996 during the 1 year October 1995 review period. Therefore:

Did AT&T’s violate the FCC’s Oct 23rd 1995 Order by not filing a substantial cause pleading to get an FCC determination as to the duration of the pre June 17, 1994 shortfall immunity exemption, or issues regarding whether AT&T could use an illegal remedy of inflicting charges in excess of the discount limit, thus **preclude** AT&T from asserting the plans went into revenue shortfall.

**Declaratory Ruling Number V**

AT&T under the CSTPII/RVPP Enhanced Billing Option billed the Inga Companies held LOA status on all end-users’ locations that were hit with termination charges in June 1996. AT&T inflicted termination charges but the non-disputed evidence explicitly shows, and AT&T has conceded the CSTPII/RVPP plan was **never terminated.** Therefore:

Would AT&T be in violation of its tariff by imposing termination penalties against the Inga Companies owned and controlled end-users in June of 1996 as AT&T conceded the plan was not terminated?

**Declaratory Ruling Request VI**

It is a non-disputed fact AT&T withdrew all three defenses filed under Tr8179 on June 2, 1995. Evidence presented explicitly indicates that transfers already ordered prior to June 2, 1995 were pending the outcome of Tr8179. In the same June 1995 month that AT&T withdrew its 2.1.8 defenses AT&T counsel Charles Fash and AT&T’s reseller processing manager Joyce Suek advised that AT&T totally shut down all traffic only transfers under section 2.1.8.

AT&T declared in June 1995 that 2.1.8 going forward could only be used for whole plan transfers and AT&T “**no longer**” would process partial traffic only transfers. AT&T kept the illegal remedy of shutting down all traffic only transfers in place from June 1995 until it had prospectively tariffed on 11.11.95 the security deposit against potential shortfall remedy under Tr9229 for substantial traffic transfers. Therefore:

Did AT&T’s unlawful shutting down of 2.1.8 to ANY pending traffic only transfers violate 201, 202, or 203 and thus prohibit AT&T from raising any defenses to prohibit the transfers?

The declaratory rulings requested are all based upon non-disputed facts. The 06-210 case file already contains substantial public comments on these controversies / uncertainties and thus no further comments are needed at this time.

**The Inga Companies asks the Commission to post this list of Declaratory Rulings that involve the Inga to PSE traffic only transfer to the 06-210 case docket only if the Commission intends to act upon it. If the Commission does not intent to address the Inga to PSE transfer, then don’t mislead the Inga Companies that it will be interpreted.**

Alfonse Inga President

800 Discounts, Inc.

Winback & Conserve Program, Inc.

One Stop Financial, Inc.

Group Discounts, Inc.

10.2.19

**EXHIBIT A**

**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEW JERSEY**

**COMBINED COMPANIES, INC., :**

**a Florida corporation, :**

**:**

**AND :**

**: CIVIL ACTION NO.**

**WINBACK & CONSERVE PROGRAM, INC., :**

**ONE STOP FINANCIAL, INC., :**

**GROUP DISCOUNTS, INC., and :**

**800 DISCOUNTS, INC., :**

**New Jersey corporations, :**

**:**

**AND :**

**:**

**PUBLIC SERVICE ENTERPRISES :**

**OF PENNSYLVANIA, INC., : COMPLAINT**

**a Pennsylvania corporation :**

**:**

**Plaintiffs, :**

**:**

**v. :**

**:**

**AT&T CORP., :**

**a New York corporation, :**

**:**

**Defendant. :**

Plaintiffs, COMBINED COMPANIES, INC. ("CCI"), having its principal place of business at 7061 W. Commercial Boulevard, Suite 5-K, Tamarac, Florida, WINBACK & CONSERVE PROGRAM, INC. ("Winback"), ONE STOP FINANCIAL, INC. ("One Stop"), GROUP DISCOUNTS, INC. ("GDI"), and 800 DISCOUNTS, INC. ("800"), having their principal place of business at 55 Main Street, Little Falls, New Jersey, and PUBLIC SERVICES ENTERPRISES OF PENNSYLVANIA, INC. ("PSE"), having its principal place of business at 484 Northtown Road, Suite 126, Blue Bell, Pennsylvania, (all of the foregoing parties hereinafter collectively referred to as "Plaintiffs"), by their attorneys, Podvey, Sachs, Meanor, Catenacci, Hildner, & Cocoziello, and Helein and Waysdorf, complaining of the Defendant ("AT&T") says:

PARTIES AND JURISDICTION

1. CCI is a corporation of the State of Florida, having its principal place of business at 7061 W. Commercial Boulevard, Suite 5-K, Tamarac, Florida; Winback, One Stop, GDI and 800 are corporations of the State of New Jersey, commonly owned and having their principal place of business at 55 Main Street, Little Falls, New Jersey (hereinafter collectively referred to as "Winback"); and PSE is a corporation of the State of Pennsylvania, with its principal place of business at 484 Northtown Road, Suite 126, Blue Bell, Pennsylvania.

2. Defendant AT&T is a corporation organized and existing under the laws of the State of New York with its principal place of business at 32 Avenue of Americas, New York, New York.

3. This Court has jurisdiction over this action pursuant to 28 U.S.C. ''1331, 1338, 47 U.S.C. ''201, 202, 203 and 406, as to which the matter in controversy exceeds $50,000.00, exclusive of interests and costs.

4. Venue is proper in this District pursuant to 28 U.S.C. '1391(b) because the Defendant resides in this District.

**ALLEGATIONS COMMON TO ALL COUNTS**

5. Plaintiffs, CCI and Winback, are small business enterprises that pursuant to contract, AT&T tariff, rights provided by the Federal Communications Act of 1934, as amended, 47 U.S.C. '' 151, et. seq. (1993) ("FCA"), and policies of the Federal Communications Commission, Washington, D.C. ("FCC"), have committed to AT&T to maintain the inbound "800" calling traffic primarily of small businesses on AT&T's network facilities at volume levels specified by AT&T's tariff filed with the FCC (AT&T Tariff F.C.C. No. 2).

6. Plaintiff, PSE is a small business enterprise that pursuant to contract, AT&T tariff, rights provided by the Federal Communications Act of 1934, as amended, 47 U.S.C. '' 151, et. seq. (1993) ("FCA"), and policies of the Federal Communications Commission, Washington, D.C. ("FCC"), have committed to AT&T to maintain outbound (1+) calling traffic and inbound "800" calling traffic of small businesses and other end users on AT&T's network facilities at volume levels specified by AT&T's Contract Tariff No. 516 filed with the FCC (AT&T Contract Tariff F.C.C. No. 516).

7. Plaintiffs CCI and Winback effect their commitment to maintain the 800 calling traffic on AT&T's network by executing an AT&T supplied contract/order form called the "Network Services Commitment Form" ("Form").

8. PSE effects its commitment to maintain its outbound and 800 calling traffic on AT&T's network by executing an AT&T "Contract for Tariff Services" ("Contract").

9. The results of completing the Form and entering the Contract are to establish the Plaintiffs in their individual capacities as AT&T's "customers of record" for the 800 services and the outbound/800 services, respectively, rendered by AT&T.

10. The Plaintiffs, CCI and Winback, according to their own business practices, contract with 800 end users to enlist them in their respective aggregation programs and include the 800 traffic volumes of their respective end users as part of each Plaintiff's traffic level commitments to AT&T.

11. PSE, according to its own business practices, contracts with end users to provide both outbound and 800 services by resale of those services made available to PSE by AT&T pursuant to Contract Tariff No. 516. PSE also resells its Contract Tariff No. 516 services to aggregators, such as CCI and Winback, and/or other resale carriers, and/or "buys" the traffic of such aggregators/resellers for inclusion in its own traffic volumes under Contract Tariff No. 516.

12. AT&T's 800 services continue to be provided directly to the small business end users with whom Plaintiffs CCI and Winback have contracted to include in their respective aggregation programs.

13. In addition, for CCI and Winback customers, AT&T continues to bill each small business end user under contract to CCI or Winback, for its respective 800 services and each end user pays AT&T and AT&T collects the charges associated with each CCI or Winback's customer's usage.

14. AT&T directly provides the network facilities and services for the outbound and 800 services PSE resells to its customers, and in some cases PSE's customer/end user pays AT&T and AT&T collects the charges associated with such PSE customer's usage; and in other cases, for reasons not material to this complaint, PSE itself bills and collects for these services from its own customers and PSE pays AT&T the charges incurred for PSE's customers' usage.

15. In becoming AT&T's customers of record, Plaintiffs have committed to pay AT&T the charges incurred for each of their respective end user's 800 services; that is, if an end user does not pay AT&T directly for their 800 services within the 120 day period after AT&T's bill date, according to established AT&T collections policy, each Plaintiff is invoiced for the unpaid balances and, if there is no question about the amount of the balances, then each Plaintiff could either remit payment thereof to AT&T or notify AT&T to deduct the amount of the unpaid balances from future AT&T payments owing the respective Plaintiff.

16. As AT&T's customer of record under Contract Tariff No. 516, PSE is also directly liable to AT&T for the charges incurred for the outbound and 800 usage of AT&T services by PSE's customers.

17. By CCI's and Winback's aggregating end users traffic in this fashion, each of these Plaintiffs become entitled to volume discounts tariffed by AT&T up to 23% for AT&T's Customer Specific Term Plan II ("CSTPII") 800 service, with an additional 5% discount provided under AT&T's 800 service Revenue Volume Pricing Plan ("RVPP").

18. These aggregator Plaintiffs' "aggregation service," falls within the policies of the FCC which requires AT&T as a provider of long distance telecommunication service to permit the aggregation and/or resale of those services pursuant to the FCA and established regulatory and judicial precedents.

19. PSE's resale of its Contract Tariff No. 516 also falls within the policies of the FCC which requires AT&T as a provider of long distance telecommunication service to permit the resale of AT&T services provided pursuant to its contract tariffs pursuant to the FCA and established regulatory and judicial precedents.

20. The intended beneficiaries of the FCC's resale policies are the smaller end users whose traffic volume levels of telecommunications services are not large enough to command the same level of discounts AT&T has fashioned and tariffed for its largest commercial and corporate customers.

21. AT&T opposed the FCC's adoption of the resale policy and since at least 1989 has adopted internal policies to limit and/or destroy viable resale of its services by aggregation and other means.

22. AT&T's antipathy toward aggregation and resale of its services resulted in AT&T's recently being sanctioned by the FCC for its anti-resale policies and activities; and earlier, in 1994, a federal jury in the United States District Court for Oregon returned a verdict against AT&T that AT&T had deliberately and intentionally interfered with the resale of AT&T services.

23. AT&T's activities and corporate policy inimical to aggregation/resale has directly manifested itself against Winback, its owner, Alfonse G. Inga, and his other companies in numerous ways since at least 1992.

24. Aggregator companies, like Plaintiffs CCI and Winback, engage in mergers or sales of their businesses as do other commercial enterprises.

25. When a merger or sale of an aggregation business occurs, notice procedures, tariffed by AT&T in its Tariff F.C.C. No. 2, are used to coordinate and ensure an orderly transition of rights and obligations of the aggregator companies, AT&T and end users and to establish the buyer or surviving aggregator as AT&T's "new" "customer of record."

26. In the first instance, these notice procedures involve the execution of an AT&T "Transfer of Service" form or "TSA" by the aggregators and their submission to AT&T.

**27. Although AT&T's usual practice is to acknowledge receipt of TSAs submitted to it, AT&T's tariff provides that if AT&T does not provide such a written receipt and no other action is taken in response to the submission of TSAs within fifteen (15) days, the transfer (of the selling or merging aggregator's AT&T service and the responsibility and credit for the traffic of that aggregators' end user customers) to the buying or surviving aggregator is considered accepted and complete.**

28. On December 16, 1994, CCI filed with AT&T a number of TSAs covering several RVPP and CSTP II plans, namely, Plan Nos. 1351, 1583, 2430, 2828, 2829, 3124, 3468, 3524 and 3663 (hereinafter collectively the "Plans").

29. These TSAs implemented the acquisitions by CCI of the aggregation programs of Winback.

30. Shortly after the receipt of these TSAs, AT&T requested CCI resubmit these TSAs, and CCI, as an accommodation to AT&T, resubmitted the TSAs on December 22, 1994.

31. CCI again submitted the TSAs on December 30, 1994 because AT&T had failed to provide any written acknowledgement of the previous two submissions and because CCI was desirous of receiving some confirmation that AT&T would in fact implement the necessary internal procedures to transfer the Plans to CCI.

32. A few days later, CCI not only received written and oral confirmation of the TSAs by AT&T for two plans - Plan Nos. 2829 and 3124, but CCI's AT&T "Account Team" placed several "welcoming" calls, thereby acknowledging the Account Team's recognition of the acquisition of the ownership of **all** of the Plans by CCI, pursuant to the TSAs CCI had submitted in December.

33. On January 13, 1995, CCI submitted written orders to AT&T to transfer the 800 traffic under all of the Plans to the "credit" of PSE, as customer of record under AT&T's Contract Tariff No. 516.

34. The purpose of this traffic transfer order was to effect a further consolidation of traffic volume under the more favorable terms of the PSE Contract Tariff No. 516 than existed under the tariff terms then covering the Plans themselves.

35. AT&T refused however to accept the transfer of the traffic under the Plans to PSE's Contract Tariff No. 516.

36. AT&T asserted that CCI was not the "customer of record" for the Plans and hence had no authority to order the transfer of the traffic under the Plans to PSE's Contract Tariff No. 516.

37. AT&T asserted this position despite the fact that the original transferors of the Plans, Winback, repeatedly confirmed to AT&T that they had indeed transferred the Plans to CCI; and despite repeated requests made to AT&T by the original transferors, CCI and PSE to process both the TSAs and CCI's request to transfer the traffic covered by the TSAs to PSE's Contract Tariff 516.

38. On January 24, 1995, AT&T advised CCI that none of the TSAs, including Plan Nos. 2829 and 3124, for which CCI had already received verification of AT&T's acceptance of the transfer of these Plans to CCI (see & 32, supra), would be "approved" by AT&T until CCI submitted a deposit to AT&T of $13,540,000.00.

39. AT&T based its demand for the deposit on the assertion that it needed "to guarantee payment of the charges for [the Plans] because CCI was a start-up company without an established credit history and ha[d] made a sizable revenue commitment by ordering [the Plans]."

40. CCI's request to transfer the traffic it acquired from Winback, to PSE's Contract Tariff No. 516 resulted from an earlier refusal of AT&T to act on a request for service from CCI.

41. CCI had requested that AT&T provide CCI with its own contract tariff. CCI's request was based on its offer to provide AT&T with $200,000,000.00 in traffic over a five (5) year period. Moreover, approximately $100,000,000.00 of this traffic would have represented to AT&T, traffic "won back" from AT&T's major competitors and would have been billed at higher AT&T rates than AT&T is currently billing to other customers reselling AT&T's services.

42. After it became apparent that AT&T would not respond to CCI's request to be provided service pursuant to a contract tariff of its own, CCI submitted its orders to AT&T to transfer the traffic it had purchased under the Plans to PSE's Contract Tariff No. 516.

43. CCI's rights to acquire the Plans and the original transferors' (Winback) rights to effect their transfer to CCI are provided for by AT&T Tariff F.C.C. No. 2, Section 2.1.8.

44. CCI's rights to then transfer the traffic under the Plans it had acquired to PSE's Contract Tariff 516 is provided for by AT&T Tariff F.C.C. No. 2, Section 2.1.8.

45. AT&T's statutory duty to provide service, even if a question or dispute over some condition affecting the provision of that service exists, is unqualified as recently clarified by the FCC in In re AT&T Communications, Apparent Liability for Forfeiture and Order to Show Cause, FCC 94-359, & 11 (January 4, 1995).

46. CCI's duty as the new "customer of record" for the Winback traffic CCI acquired and its duty to pay AT&T charges for the traffic sought to be transferred is expressly set forth in AT&T's Tariff F.C.C. No. 2.

47. The duty of Winback, to pay for any charges not paid for services rendered prior to the transfer of service to CCI is expressly set forth in AT&T Tariff F.C.C. No. 2, Section 2.1.8. and includes an obligation to pay for the unexpired portion of the minimum payment period applicable under each Plan transferred to CCI by Winback.

48. CCI wholly owns two subsidiaries, Global Long Distance Marketing, Inc. ("Global") and National Telesis, Inc. ("National"). Global and National are long-time customers of AT&T with no record of late payments and absolutely "no proven history of late payments" to AT&T.

49. CCI's subsidiaries, Global and National, are long-time customers of AT&T whose "financial responsibility is a matter of record with AT&T."

50. CCI is a "new" corporation for the purposes of this complaint only in a technical sense. As the parent corporation of Global and National, CCI's ownership is identical to the ownership of Global and National, with whom AT&T has a long-standing business relationship and successful history of business dealings in regard to AT&T's services.

51. AT&T has multiple levels of security for the payment of its charges for the 800 services under the Plans as transferred. First, under CCI's aggregation program, as with the programs transferred by Winback, end users of the 800 services aggregated are billed directly by AT&T and charges are collected by AT&T directly from such end users.

52. Secondly, in the event of any default in payment by an end user under its applicable Plan, AT&T may look first to CCI and/or its subsidiaries, and to Winback for defaults on charges incurred prior to transfer, and to either CCI and/or Winback for any "shortfalls" in meeting the minimum annual commitment levels required under the tariff.

53. Further, after transfer of the traffic under the Plans to PSE's Contract Tariff No. 516, AT&T may look to PSE for payment of charges and to CCI and/or Winback, for any non-payment of charges or any shortfalls.

54. PSE is a long-time customer of AT&T, has no history of late payments and has established and maintained its financial responsibility with AT&T for several years and is the current customer of record under AT&T's Contract Tariff No. 516. PSE is fully responsible for all charges of any traffic aggregated under its Contract Tariff 516, including the traffic transferred to CCI by Winback, which CCI seeks to transfer to PSE.

**55. AT&T has no exposure to any "shortfalls" in revenues for still another reason, one which arises from its own tariff provisions. Because each of the Plans acquired by CCI were ordered from AT&T prior to June 17, 1994, pursuant to Section 3.3.1.Q.4 of AT&T Tariff F.C.C. No. 2, each of these Plans may be discontinued without liability.**

56. Discontinuance without liability of the Plans eliminates the minimum annual commitment obligation of the Plan holders and, by definition, AT&T's rights to recover for any "shortfalls."

57. No "shortfalls" exist under the Plans in any event and the possibility of future shortfalls is non-existent.

58. AT&T, as a regulated common carrier is bound by its tariff and the express provisions thereof.

59. AT&T's applicable tariff, namely, AT&T Tariff F.C.C. No. 2, does not authorize AT&T to impose any deposit on CCI under the circumstances presented here.

**60. On January 30, 1995, in a further effort to obtain processing of its TSAs and transfer of traffic requests, CCI submitted to AT&T letters of agency executed by the original "customers of record" for the Plans authorizing CCI to act on their behalf with AT&T.**

61. On January 30, 1995, CCI also submitted to AT&T orders executed by CCI, as agent for the original customers of record, directing AT&T to move the traffic currently served under the Plans for inclusion under Contract Tariff No. 516.

62. CCI expressly informed AT&T that by submitting the letters of agency identified in & 60 and the orders identified in & 61, that it "does not acknowledge, expressly or implicitly, that it is not the `customer of record' for the Plans or in any way withdraw or place in abeyance the TSAs associated with the Plans to PSE for inclusion in Contract Tariff No. 516."

**63. On January 30, 1995, CCI once again requested AT&T to "[p]lease process these transfer order (sic) immediately."**

64. By refusing to process any of CCI's orders, AT&T has refused to provide service in response to CCI's reasonable request therefore causing CCI irreparable injury by denying CCI the right to complete its acquisition of a unique and irreplaceable asset for which there is and can be no substitution, namely Winback's 15,000 customer accounts and Winback's independent contractor network necessary to serve, maintain and replenish as required those accounts, and in addition, imposes losses on CCI's operations in excess of $1,000,000.00 per month.

65. AT&T's refusal to process any of CCI's orders is willful, deliberate and unlawful, in violation of its contractual duties, tariff provisions, Sections 201(a) and (b) of the FCA and FCC resale policies.

66. AT&T's refusal to transfer the Winback Plans to CCI according to the TSAs and letters of agency submitted to AT&T, interferes with the rights of Winback, to sell its aggregation program at its true value in violation of Winback's contractual and tariff rights.

67. AT&T's refusal to transfer the Winback Plans to CCI, according to the TSAs and letters of agency submitted to AT&T, will cause Winback irreparable injury because the Plans are rapidly becoming uncompetitive due to the more favorable terms and conditions which AT&T has provided to Winback's competitors, but which AT&T has refused to make available to Winback.

68. Because of the less favorable terms available to Winback, Winback cannot offer its independent contractors the same level of commissions and incentives that the competitors of Winback can offer, nor is Winback able to sustain the same level of discounts to end users that competing entities can and do offer.

69. AT&T's refusal to permit transfers of the Plans to CCI also prevents Winback from disconnecting AT&T's services which in turn prevents Winback from terminating the responsibilities for AT&T's charges therefore, shedding Winback's liability for bad debt, or ending Winback's expenditures to support its cost of operations, all of which have the effect of holding Winback hostage to services it no longer needs, in violation of AT&T's contracts, tariffs, Sections 201(a) and (b) of the FCA and established FCC precedents.

70. By refusing to process PSE's order to include the traffic under the Plans in PSE's Contract Tariff No. 516, AT&T has refused to provide service in response to PSE's reasonable request therefore, and will cause PSE irreparable injury by denying PSE the right to acquire a unique and irreplaceable asset for which there is and can be no substitution, namely the calling traffic volume represented by 15,000 customer accounts, and in addition, imposes losses on PSE's operations in amounts not determinable, all in violation of AT&T's contracts, tariffs, and duties under Sections 201(a) and (b) of the FCA and under FCC policies on resale.

71. Pursuant to Section 201 of the FCA, Plaintiffs CCI and PSE are entitled by law to the services for which they have made reasonable requests.

72. Pursuant to Section 406 of the FCA, Plaintiffs CCI and PSE are entitled by law to have a mandatory order issued against AT&T commanding AT&T to provide the services for which they have made reasonable requests.

73. Plaintiffs CCI and PSE are entitled by law, as interpreted and applied by the FCC, to the service for which they have made reasonable request regardless of the existence of questions or disputes about the applicability of the terms and conditions affecting that service.

74. Pursuant to Section 201 of the FCA, Plaintiffs Winback, One Stop, GDI, and 800 are entitled by law to discontinuance of the services according to the reasonable requests made therefore.

75. Pursuant to AT&T's Tariff provisions and Section 203 of the FCA, Plaintiffs Winback, One Stop, GDI and 800 are entitled to effect the reasonable and legitimate transfer of their services and to timely discontinue their service as a matter of law.

76. Pursuant to Section 406 of the FCA, Plaintiffs Winback, One Stop, GDI and 800 are entitled by law to have a mandatory order issued against AT&T commanding AT&T to discontinue the services according to the reasonable requests they made therefore.

77. Although the orders requested by Plaintiffs pursuant to Sections 201 and 406 of the FCA are dispositive of the remedies to which Plaintiffs are entitled, absent such orders, the Plaintiffs would lack an adequate remedy at law to obtain the services or the discontinuance of the services for which they have made reasonable requests and would thereby suffer irreparable injury.

WHEREFORE, Plaintiffs Combined Companies, Inc., Winback & Conserve Program, Inc., Group Discounts, Inc., One Stop Financial, Inc., 800 Discounts, Inc., and Public Services Enterprises, Inc. demand that:

1. AT&T Corp., its officers, agents, servants, employees and attorneys, and all those who act in concert or participation with it ("Defendant"), be preliminarily and permanently restrained and enjoined from refusing to process the orders, letters of agency, Transfer of Service Forms and transfer of traffic requests submitted by Plaintiffs;

2. Defendant be preliminarily and permanently restrained and enjoined from demanding, imposing or billing for a deposit of $13,540,000.00 or any other amount in connection with CCI's pending requests for service;

3. Defendant be ordered to immediately accept, process and implement the requests for service made by CCI and PSE **and the requests of Winback** to discontinue service (via the proposed Transfer of Service Forms submitted to AT&T by CCI); and

4. Such other and further relief as this Court shall deem just and proper and the costs of the suit, including reasonable attorney fees.

PODVEY, SACHS, MEANOR,

CATENACCI, HILDNER &

COCOZIELLO

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

H. Curtis Meanor

A Member of the Firm

HELEIN & WAYSDORF, P.C.

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Charles H. Helein

A Member of the Firm

Newark, New Jersey

February 24, 1995