September 12, 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 Services, Inc.**

**REQUEST FOR DECLARATORY RULINGS**

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

As President of 800 Services, Inc. I Phillip Okin have made many public comments within the FCC 06-210 case between defendant AT&T and the four petitioner companies owned by Mr. Inga: (One Stop Financial, Inc, Group Discounts, Inc., Winback & Conserve Program, Inc. and 800 Discounts, Inc.) Herein further referred to as the “Inga Companies.”

800 Services, Inc. as the Inga Companies also ordered a traffic only transfer under section 2.1.8. to PSE’s 66% plan. It was ordered by CCI’s president Larry Shipp using the tariffed Letter of Agency. Additionally, 800 services, Inc and the Inga Companies had shortfall and termination charges inflicted upon its end-users. The same NJFDC Judge Politan presided over 800 Services, Inc. and the Inga Companies cases. Thus, in the interest of judicial economy the following declaratory rulings will use the Public Comments already filed within case 06-210. Additionally, the same counsel Raymond A. Grimes PC used by the Inga Companies is 800 Services, Inc.’s counsel and therefore use of the same 06-210 case file further makes perfect sense.

800 Services, Inc. understands in the Inga Companies case the 1996 Third Circuit Court referral issue was decided by the DC Court as it corrected the FCC that section 2.1.8 as used by the Inga Companies and 800 Services, Inc., allowed traffic only non-plan transfers, not just plan transfers. Thus, the DC Court issued a Petition for Review Granted **correction** of the FCC, not a remand. The FCC removed the 2006 Referral for circulation in January 2017. In the Inga / AT&T case the June 2006 NJFDC Referral was properly determined as moot as it “did not expand the scope” of the previous 1996 Referral. So the 1996 referred issue was resolved in the Inga Companies favor resolved and the Inga Companies can now processed to damages at the NJFDC.

800 Services, Inc. now requests the FCC under the Administrative Procedures Act to address controversies and uncertainties under the tariff in accordance with the 1934 Communications Act due to 800 Services, Inc.’s 1995 incidents. Please review the following declaratory ruling requests of 800 Services, Inc.

Currently 800 Services, Inc. is before the Third Circuit Court seeking to reopen its case due to intentional misrepresentations made by AT&T counsel Richard Brown. The issue was whether 800 Services, Inc.’s 3-year term commitment was a pre or a post June 17th, 1994 plan in August 1994. The NJFDC never needed to rule on the **duration of the shortfall immunity** afforded an AT&T customer as per the June 17th, 1994 exemption. NJFDC Judge Politan simply was misled that 800 Services, Inc. August 1994 discontinuation without liability (also known as a restructure or as an upgrade as per AT&T’s Network Services, Commitment Form).

If the Third Circuit determines that AT&T counsel Richard Brown intentionally misled NJFDC Judge Politan by misrepresenting 800 Services. Inc’s August 1994 was a NEW PLAN---- then there be another controversy as to duration of immunity under the pre-June 17th 1994 exemption. The NJFDC did not address the duration of the shortfall immunity in the Inga case either. The 2nd NJFDC Judge Politan Decision to issue an injunction against AT&T to transfer traffic under 2.1.8 was in **March 1996**. The Third Circuit Court referred the case **May 1996**. The Inga end-users were not inflicted with shortfall and termination charges until **June 1996**—after the traffic only transfer issue was referred.

Therefore, the controversy/ uncertainty as per the duration of immunity the pre-June 17, 1994 exemption affords, needs to be interpreted by the FCC. Additionally, 800 Services, Inc. and the Inga Companies having won its 2.1.8 traffic only transfer decision are entitled to damages. However, AT&T will be arguing with 800 Services, Inc and the Inga companies as to the extent of the damages.

The point here is the NJFDC never determined the duration of immunity in the 800 Services, Inc case or the Inga Case. In the 800 Services, Inc. case Judge Politan right upfront in the Statement of Facts was misled that 800 Services, Inc., plan was a NEW (post June 17, 1994) plan in August 1994---when actuality still enjoyed pre June 17, 1994 terms and conditions.

Thus, the following Declaratory Ruling is needed to remove uncertainty and controversy regarding the duration of shortfall immunity:

**Declaratory Ruling Number I**

Non-Disputed Fact: CSTPII/RVPP plans with terms and conditions for **three-year commitment** were ordered prior to June 17th 1994. Did AT&T violate Communication Act Sections 201, 202, or 203 by interpreting that any AT&T customer cannot within the 3 years discontinue without shortfall penalty a second time to restructure its revenue and term commitment? If an AT&T customer can restructure a second time within the 3-year term, how long can the pre-June 17, 1994 exemption be restructured? Specifically, if a customer were to restructure whereby the 36th month of the 3year commitment was restructured to be the 1st month of another 3-year commitment under the pre June 17, 1994 terms and conditions.

**Declaratory Ruling Number II**

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 its customers during the 1year 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 outstanding as to section 2.1.8 traffic only transfers and thus **preclude** AT&T from arguing AT&T’s duration of immunity position or any defenses to prohibit a 2.1.8 traffic only transfer?

**Declaratory Ruling Number III**

AT&T under the CSTPII/RVPP Enhanced Billing Option (EBO) billed all of its resellers end-user locations and were inflicted with shortfall and termination charges on reseller customers end-user locations far in excess of the discounts each end-user location was receiving. Under AT&T’s Tariff No 2 within section 3.3.1Q it states for billing purposes AT&T can only apply penalties up to the amount of the discounts. Therefore:

Would AT&T by inflicting charges on end-users, that were not AT&T’s customers, in excess of the location discount constitute an illegal remedy under 203 (c) and thus regardless whether the charges were permissible AT&T would be precluded from its inflicted shortfall and termination charges?

**Declaratory Ruling Number IV**

AT&T under the CSTPII/RVPP Enhanced Billing Option billed its reseller customers end-user locations termination charges on end-user locations. AT&T inflicted termination charges but the non-disputed evidence explicitly shows, and AT&T has conceded the plan was **never terminated.** Therefore:

Would AT&T be in violation of its tariff by imposing termination penalties if the reseller customer did not terminate its plan?

**Declaratory Ruling Number V**

800 Services, Inc in April of 1995 granted the tariffed Letter of Agency to CCI’s president Larry Shipp to initiate a traffic only transfer to Public Service Enterprises (PSE) CT-516 plan.

AT&T did not within 15 days issue a written denial of the submitted order as required by section 2.1.8. As evidenced within the 06-210 comments AT&T asserted that this date was not a requirement date. However, AT&T’s actions demonstrated it knew the 15 days was a hard date to deny or it must process the transfer. The 06-210 record shows AT&T **intentionally lied to the DC Court** that it denied the Inga Companies traffic only transfer, fabricating a date to be within 15 days. AT&T made up a date of its handwritten denial, but of course because it lied to the DC Court, AT&T did not submit evidence because it simply had none. AT&T’s own actions of falsifying the 15-days requirement to the DC Court demonstrate that it obviously knew it had to meet the 15 days date. In any event by law tariffs must be explicit and if not must be ruled against the maker of the tariff AT&T.

**Is AT&T precluded from raising any defenses to prohibit any customers transfers under 2.1.8 for having violated the 15-day denial in writing requirement of 2.1.8?**

**Declaratory Ruling Request VI**

Did AT&T engage in discrimination under 202 of the 1934 Communications Act by not processing a traffic only transfer when the non disputed evidence shows it was AT&T’s consistent practice was to process other AT&T customers traffic only transfers and its plans revenue and term commitments of the non-transferred plan did not transfer.

**Declaratory Ruling Request VII**

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

**Declaratory Ruling Request IX**

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 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 traffic only transfers for traffic only transfers that were ordered and were pending the outcome of Tr8179, 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.

800 Services, Inc., thus asks the Commission to issue Public Notice and let AT&T further comment. 800 Services, if need be will respond however the record is clear AT&T intentionally violated its tariff many times in order to put all its reseller customers out of business.

Phillip Okin

President

800 Services, Inc.

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