

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, DC 20554**

IN THE MATTER OF:)
)
JAMES CHELMOWSKI)
Complainant,)
) **File No. _____ - _____**
v.)
)
AT&T MOBILITY LLC)
Defendant)
)
For FCC Violations)
 47 CFR 1.717 (2 counts))
 47 CFR 42.35 (6 counts))
 47 CFR 42.36 (6 counts) &)
 Fraudulent Concealment Scheme)

FORMAL COMPLAINT

Date: December 11, 2014

**To: Mr. Travis LeBlanc, Chief, Enforcement Bureau
Ms. Marlene H. Dortch, Secretary, FCC**

**Complainant:
James Chelmowski
6650 N Northwest Hwy #300
Chicago, IL 60631
(847) 768-0000**

**Defendant:
AT&T Mobility LLC
1025 Lenox Park Blvd
Atlanta GA 30319
(404) 347-2040**

James Chelmowski v. AT&T Mobility LLC

December 11, 2014 - FCC Formal Complaint

Table of Contents

Background	1
FCC Jurisdiction of FCC Law Violations	1
FCC Law Violations by AT&T	3
47 CFR 1.717 Informal Complaint- 2 Counts	3
47 CFR 52.35 - Porting Intervals - 6 Counts	5
47 CFR 52.36 - Standard Data Fields... - 6 Counts	7
Fraudulent Concealment	9
Statute of Limitations	13
47 CFR 1.721 (a)(8) Attempts of Complainant to Resolve Issues	17
Forfeitures.....	24
Damages.....	24
Summary	26
FCC Request 47 USC 1.729	28

EXHIBITS Table of Contents

(Ex-####)

Informal Complaint 47 CFR 1.717	1
LNP Porting 47 CFR 52.35 & 47 CFR 52.36	2
FCC Encyclopedia LNP	3
AT&T 2011 Rejections - Voicemail OOMA	4
AT&T 2011 Rejections - Email OOMA	5
AT&T 3/22/11 email Rejection for "Open Pending Order (work order)"	6
AT&T 4/15/11 email Rejection for "Open Pending Order (work order)"	7
AT&T 4/21/11 email Rejection for "Open Pending Order (work order)"	8
OOMA error message for Remove Work order - Consequences with FCC complaint	9
XO cancelations for 847-768-0400 on 3/3/10 from Certified Subpoena response	10
AT&T log - 4th log confirmation that porting request were canceled in 2010.....	11
AT&T LNP Port Out Procedures	12
On 3.1 LSR Process step 2 - AT&T reviews LSR for accuracy & completeness - Go to 5.....	12

On 3.1 LSR Process step 5 - If complete - return confirmation to port	12
On 3.1 LSR Process step 15 - If New LSP does not complete by due date, AT&T will cancel	13
On 3.8 LSR Process If cutover is not complete by due date, AT&T will cancel request	14
AT&T Customer Service Record	15
On 2.1 step 1 - AT&T reviews LSR for accuracy & completeness - Go to 6	15
On 2.1 LSR Process step 5 - If complete - return confirmation to port	15
On 2.7 Reject Reasons - No Open Pending Order rejection code	16
SureWest - LNP	18
Bottom Page LNP Rejection/Delay Restrictions - Open Pending Order Violates FCC law	20
AT&T Document summary on 2011 Porting	21
AT&T Scheme from March 2011 to April 2014 - No 2011 AT&T porting rejections exist	21
AT&T Scheme beginning May 29, 2014 - 2011 AT&T porting rejections exist	21
AT&T Document List of documents before and after May 29, 2014	22
Details of AT&T Documents Admitting concealment scheme of 2011 porting to the FCC (everyone)	23
6/27/14 AT&T Attorney Closing brief contradicts his 10/18/13 on porting.....	23
9/26/14 AT&T Attorney to US Federal Court - admitting FCC concealment scheme.....	23
5/29/14 Transcripts excerpts - (1) AT&T attorney admitting 2011 cover scheme.....	23
5/29/14 - (2) AT&T attorney admitting 4 2011 AT&T rejections.....	24
5/29/14 - (3) If Complainant Provided a Legitimate Request - AT&T would have been honor	24
5/29/14 - (3) Only Reason rejected was a Open Pending Request	24
5/29/14 - (4) Inability to Port was XO from 2010 not AT&T actions	25
5/29/14 - (5) Describes what was concealed from the FCC in 2011 complaint	25
5/29/14 - (5) Porting decisions all automatic no Human involvement	26
5/29/14 - (6) Porting records could be generated - AT&T concealed these records	26
5/29/14 - (6) Porting Records are not Attorney Client Privilege as AT&T said on 1/14/14	27
5/29/14 - (7) AT&T made no attempts to help Complainant with his phone number	27
5/29/14 - (8) AT&T 9/22/11 FCC letter - had no author and will not disclose it	28
5/29/14 - (8) AT&T never sent FCC informal complaints to the Complainant in 2011	28

AT&T September 22, 2011 to FCC letter - No Author and Complainant never originated it	29
AT&T April 11, 2011 to FCC letter - conceal all 2011 porting rejections before during and after.....	30
AT&T April 24, 2014 to Complainant	31
Refused to acknowledge US Certified Mail - Stripping Complainant Rights	31
Billed to June 6, 2011 however AT&T cut service of on April 25, 2011	32
6 paragraph AT&T Concealed all AT&T 2011 Porting Rejections and blamed Complainant	33
Offer a Mutual Walk away not even the 847-768-0400 phone number back	34
AT&T Attorney Mr. Green October 18, 2013 Answer and Response	36
(1) AT&T concealment scheme continued - No 2011 AT&T porting rejections	36
AT&T blamed Complainant and XO in deception scheme	
(5) AT&T Counterclaims Violated multiple American Arbitration Associates Rules.....	37
These Rules are described in Detail of Complaint to Vacate Arbitration Award	
(6) AT&T denied receipt of US Certified Mail AT&T received to attack complainant	37
(7) AT&T violated AT&T arbitration agreement - request arbitration fees	38
Violated Arbitration Agreement - page Ex-0067 (5) - AT&T would not seek such award	
(8) AT&T produced only 3 emails of the over 3,000 internal emails	38
(9) AT&T tried to dismiss arbitration using the AT&T concealment scheme of 2011 porting	38
AT&T Production of All Non-Privilege Documents	39
Claimed all porting documents privilege and privilege abuse in over 75% of documents	
Request of Documents - Approved by the Arbitrator and agreed by AT&T	40
Nothing produced in #2, #3 and #5 - #1 and #4 carefully selected and erased log messages	40
Nothing produced in #6, #7, #8, #9 and #10 - #11 carefully selected with emails bodies erase	41
Note after twice stated ALL non-privilege documents produced AT&T produced #6	
Admitting AT&T was concealing documents. AT&T used these bills to try minimize	
the value of the Phone number that AT&T rejected porting in the hearing.	
AT&T Post Hearing Brief	42
(III) AT&T deception scheme of irrelevant 2010 valid rejection	44

(III) AT&T Attorney admitting 2011 AT&T port rejections - Fraudulent Concealment from FCC .	45
AT&T Motion to Dismiss and Confirm Arbitration Award	49
AT&T admitting to US Federal Court that AT&T concealed all 2011 porting rejections from FCC .	54
AT&T March 27, 2013 email to Complainant (26 days after receiving US Certified Mail)	63
AT&T March 27, 2013 letter accusing the Complainant of Breach of Contract - Stripping Rights	64
AT&T Arbitration Agreement	66
Complainant called AT&T April 11, 2011 - AT&T denies in all letter Complainant never called AT&T	68
Note part of the Log message was erased for production	
Complainant called AT&T April 18, 2011 in AT&T logs	69
Complainant called AT&T April 21, 2011 in AT&T logs	70
US Post Office Certified Mail Receipt AT&T received on April 8, 2013 - AT&T denied receipt	71
US Post Office Certified Mail Receipt AT&T received on March 1, 2013 - AT&T denied receipt	72
Complainant April 4, 2013 letter to AT&T - AT&T denied receipt - Certified mail receipt page 71	73
Complainant February 26, 2013 "Notice" of Disputes sent to AT&T - AT&T denied receipt	76
Arbitrator requested - Restatement of Complainant's Claims	77
Complainant Pre-Hearing Brief (plus exhibits for hearing will be produce later)	79
Complainant Post-Hearing Brief	90
OOMA subpoena response certification (full subpoena will be produced later)	97
XO subpoena response certification (full subpoena will be produced later)	98
AT&T letter concealing ALL AT&T employees involved with porting	99
AT&T admission of Concealing the April 11, 2011 FCC letter that concealed all the 2011 porting rejections. This was asked directly in the Discovery request #3	
Neustar subpoena response of what AT&T would allow to be released	100
AT&T owns the porting data with Neustar - AT&T refused to release date from 2009 to 6/2011	
For the time the Complainant controlled and owned the phone number #2 on page ____	
AT&T Secure E-mail Gateway (SEG)	101
"Powerful e-discovery features to retrieve information quickly"	101
"You need to recover a stored e-mail message in response to an e-discovery request"	102
"you can easily access one message or thousands of messages in seconds ..."	102
AT&T SEG - email export and retrieval for E-Discovery	103
AT&T August 8, 2014 FCC informal complaint letter	105

AAA arbitration award letter	106
"AT&T Mobility which set up a complicated dispute resolution process and required it as the only method to resolve disputes between it and its customers."	
Complaint to Vacate Arbitration Award	107
AT&T objections to Privilege Log	123
After AT&T admission that AT&T did not provide all non-privilege documents	
AT&T objections to Privilege Log	125
After AT&T admission of the 2011 AT&T porting rejections AT&T concealed in discovery	
AT&T 2014 subpoena for Privilege log from 1/15/14 production of discovery	126
Neustar 2014 subpoena for 2011 AT&T porting rejections - AT&T concealed	129
AT&T internal emails regarding Complainant with AT&T leadership involvement	130
Current Penalties for Non-Compliance of Porting \$150,000 per day max \$1,500,000 per act	131
AT&T 2011 timeline of events with the AT&T and T-Mobile Merger	132
CNN Article FCC accusing AT&T of lies about T-Mobile Merger	133
AT&T letter to the Illinois Attorney General	135
AT&T logs during August and September of 2011	136
Complainant's Informal complaint 14-C00602676 filed on July 31, 2014	141
Neustar Subpoena from November 29, 2013	142
Shows what documents were in Neustar possession that AT&T refuse to authorize release. Part of AT&T concealment scheme have been practicing to prevent the complainant of him from becoming aware of these facts which are the basis of this claim.	

Production Exhibits Available and will be produced soon.

Full Hearing Transcripts - Available and will be produced in 2nd production

Full AT&T production of 1/14/14 Documents - Available and will be produced in 2nd production

Full Complainant evidence production - Available and will be produced in 2nd production

Full XO Subpoena - Available and will be produced in 2nd production

Full OOMA Subpoena - Available and will be produced in 2nd production

AT&T FCC Discovery Production

Proofs, Cases and Case law will be produced after AT&T FCC formal complaint discovery

Background

1. James Chelmowski, the complainant was a loyal customer of AT&T Mobility ("AT&T") the defendant for 17 years since about 1994 until 2011.
2. The complainant had helped ATT&T with beta testing products in the past without any compensation. The complainant also provided AT&T with ideas from the beta test which lead to new AT&T products.
3. AT&T multiple porting of a valid and complete porting request of vanity phone number 847-768-0400. AT&T reasons for multiple 2011 AT&T enables when LNP porting rejections for "Open Pending Order" records which the complainant relied on AT&T and he lost his vanity phone number he possessed and/or owned since 1998 with a legal right of possession.
4. The complainants numerous documented attempts to work with AT&T and the other service providers to exercising his legal right of possession of the valuable vanity phone number he owned and/or possessed since 1998 to another carrier. The effort was impossible only because of AT&T willful and wanton actions detailed in this complainant.
5. The complainant refusal to give up on the valuable vanity number 847-768-0400 he controlled while legally exercising his right of possession of his started costly exercising his rights and due diligence of discovering the material facts in 2014 which leads to the FCC Formal Complainant. Despite AT&T intentional scheme use of deception and concealment

FCC Jurisdiction of FCC Law Violations

6. This formal complaint requested to be deemed as the conversion of the complainant's informal complaint 14-C00602676 and the date to this complaint should be July 31, 2014 for

any jurisdiction dates.¹

7. AT&T fraudulent concealment scheme was discovered and exposed by AT&T own admissions on May 29, 2014. The table labeled "Which Federal Legal Entity is AT&T telling False Information the FCC or the US Federal District Court?"² AT&T fraud and deceit, having been practiced by the defendant AT&T upon complainant to prevent him from becoming aware of the facts which are the basis of its claim. AT&T written legal documents to the FCC states by fraudulent concealment and clever deception AT&T never rejected any porting request in 2011. AT&T admits four (4) 2011 AT&T rejections to the US Federal District Court, all concealed in FCC legal documents. These legal documents cannot both be correct therefore exposing AT&T fraud and deception scheme of the material facts are illustrated by written documents of AT&T.
8. FCC provides jurisdiction and right to action for any person claiming to be damaged by an common carrier.
 - a) 47 U.S. C. § 207 - Recovery of damages
 - b) 47 U.S. C. § 208 - Complaints to Commission; investigations; duration of investigation; appeal of order concluding investigation
9. AT&T terms and agreement does not limit this right of action to be heard by the FCC and gives the complainant full rights to this FCC Formal Complaint. AT&T Terms and Agreements under the Arbitration section 1³: The arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies,

¹ 2014 Informal Complaint Exhibits labeled Ex-0141, 47 CFR § 1.718 Unsatisfied informal complaints; formal complaints relating back to the filing dates of informal complaints.

² Ex-0021

³ *id.* Ex-0067 #6 "Although under some laws AT&T may have the right to an award of attorney's fees and expenses if it prevails in an arbitration, AT&T agrees that it will not seek such an award." Ex-0048 AT&T seeks \$1,350 for arbitration expenses.

including, for example the Federal Communication Commission. Such agencies can, if the law allows, seek relief against us on your behalf.

10. AT&T arbitration agreement "The arbitration agreement does not preclude you bringing issues to attention of federal, state or local agencies, including, for example the Federal Communications Commission."⁴

Multiple FCC law violations by AT&T

47 CFR 1.717 Violation Informal Complaint - 2 Counts

The Commission will forward informal complaints to appropriate carrier for investigation. The Carrier will within such time as may be prescribed, advise the Commission in writing, with a copy to the complainant, of its satisfaction of the complaint or its refusal or in ability to do so. Where there are clear indications from the carrier's report or from other communications with the parties that the complaint has been satisfied, the Commission may, in its discretion, consider a complaint proceeding to be closed, without response to the complainant.⁵

11. Count #1, AT&T on April 11, 2011 NOIC letter to the FCC for the inability to port phone number 847-768-0400. Margaret Trammel, AT&T Manager of FCC Appeals Bureau refuses discloses the material facts of multiple AT&T 2011 porting rejections. AT&T rejections were ongoing and started a couple weeks before this letter. Instead of discursing the material facts of the multiple 2011 AT&T port rejections. Ms. Trimmed decided to conceal these material facts and create an unrelated deception plot state that the complainant would not contact AT&T. "AT&T will close complaint case (without disclosing the material facts in the case to FCC) and will re-open if Mr. Chelmowski responds at a later date"⁶.
12. AT&T produced phone logs that in fact Mr. Chelmowski contacted AT&T on 4/11/11,

⁴ id. Ex-0066

⁵id. Ex-0001 47 CFR 1.717

⁶ id. Ex-0030

4/18/11, 4/25/11 by phone with verification of complainant social security number.⁷ AT&T never re-opened this FCC informal complainant per Ms. Trammel response to the FCC. In fact AT&T could not even produce a single document that Ms. Trammel even tried contacted the complainant. Instead of AT&T re-opening the complaint (AT&T had no right to close) after complaint phone calls, AT&T continued to reject 2011 porting requests. AT&T by deception and concealment keep the FCC blind of the material facts of this informal complaint to avoid FCC investigation, millions of dollars FCC forfeitures, and to prevent complainant from becoming aware of the facts which are the basis of its claim.⁸

13. On or about August 31, 2011, AT&T apparently forged complainant's identity to create another FCC informal complaint.⁹ AT&T never provided any investigation results the 4/11/11 letter in violation of FCC 47 CFR 1.720. AT&T on or about August 31, 2011 did have a motive to forge this complainant because finally AT&T could disclose a legal reason not to port the phone number 847-768-0400 because the phone number was no longer active and on April 11, 2011 was active. AT&T just restarted the FCC 180 day clock on the AT&T T-Mobile merger.¹⁰ AT&T forfeiture exposure would be at \$1,500,000 per single act.¹¹
14. Count #2 on September 22, 2011 NOIC letter to the FCC¹² was so full of deception, false statements, libel and concealment of all material facts that no one at A&T would take

⁷ *id.* Ex-0068 to Ex-0070

⁸ *Valenti v. AT&T*, 12 FCC Rcd at 2621-22, ¶ 24, quoting *Armstrong Utilities v. General Telephone*, 25 FCC 2d at 390, ¶ 15 (emphasis added). Although the Commission has implied that there might be some additional basis for equitable tolling, see, e.g., *Bunker Ramo v. Western Union*, 31 FCC 2d at 453-4, ¶ 12, the Commission has never identified or relied upon any basis other than fraudulent concealment. In the EUCL Order, the Commission simply assumed, without deciding, that "due diligence" by the plaintiff might warrant tolling, and then demonstrated the absence of such diligence. See EUCL Order, 17 FCC Rcd at 24225-26, ¶¶ 57-59.

⁹ 2014 Informal Complaint Exhibits labeled Ex-0136 to Ex-0140

¹⁰ *id.* Ex-0132, ¶ 8, August 26, 2011 AT&T restarts FCC 180 day clock.

¹¹ *id.* Ex-0131

¹² *id.* Ex-0029, September 22, 2011 NOIC Response - Concealed all 2011 AT&T porting rejections and no AT&T author.

responsibility of authoring this letter.¹³ AT&T writes "after a thorough review of the account". AT&T intentional concealed all the material facts and found NO porting requests or AT&T porting rejections in 2011. AT&T deceptive plot and write only about the unrelated 2010 porting when AT&T had a valid reason of rejection while concealing the material facts of the 2011 porting rejections because AT&T no legal reasons for 2011 rejects (concealed). This form of deception and concealment continued through the arbitration and AT&T went a step further concealing all porting documents in AT&T possession and the NPAC/Neustar data too.¹⁴ Again AT&T failed to send Complainant a copy of the investigation reply to FCC.¹⁵

15. In both the 2011 AT&T letters to the FCC not one mention of the material facts the 2011 AT&T multiple porting rejections.¹⁶

Violations 75 FR Section 52.35 Porting Intervals - 6 Counts

(a) All telecommunications carriers required by the Commission to port telephone numbers must complete a simple wireline-to-wireline or simple intermodal port request within one business day unless a longer period is requested by the new provider or by the customer.

16. AT&T on or about March 22, 2011 failed to port a complete and accurate porting request in required 1 day.¹⁷ AT&T has not ported this phone number and concealed this rejection to date. Count #1 of 75 FR 53.35.
17. AT&T on or about March 24, 2011 failed to port a complete and accurate porting request in

¹³ *id.* Ex-0028 - AT&T testifies will not release the author of the 9/22/11 mystery FCC letter

¹⁴ *id.* Ex-0100 Neustar letter with the only data would allow to release, Ex-0129 2014 Subpoena asking for the 2011 porting rejections AT&T admitted on May 29, 2014, Ex-0125 AT&T objections of 2014 subpoena

¹⁵ *id.* Ex-0028 AT&T testimony that AT&T never sent complainant the FCC NOIC in 2011

¹⁶ *id.* Ex-0029, September 22, 2011 NOIC Response, Ex-0030 April 11, 2011 - AT&T Concealed all 2011 AT&T porting rejections and no AT&T author on 9/22/11.

¹⁷ *id.* Ex-0005 porting rejections from OOMA, Ex-0039 - AT&T production non-privilege documents (considered all porting documents privilege), Ex-0040 to Ex-0041 - Approved Discovery #2 - all porting documents.

required 1 day.¹⁸ AT&T has not ported this phone number and concealed this rejection to date. Count #2 of 75 FR 53.35.

18. AT&T on or about March 31, 2011 failed to port a complete and accurate porting request in required 1 day.¹⁹ AT&T has not ported this phone number and concealed this rejection to date. Count #3 of 75 FR 53.35.

19. AT&T on or about April 4, 2011 failed to port a complete and accurate porting request in required 1 day.²⁰ AT&T has not ported this phone number and concealed this rejection to date. Count #4 of 75 FR 53.35.

20. AT&T on or about April 6, 2011 failed to port a complete and accurate porting request in required 1 day.²¹ AT&T has not ported this phone number and concealed this rejection to date. Count #5 of 75 FR 53.35.

21. AT&T on or about April 20, 2011 failed to port a complete and accurate porting request in required 1 day.²² AT&T has not ported this phone number and concealed this rejection to date. Count #6 of 75 FR 53.35.

22. AT&T after 1,164 days of concealing that any 2011 port request or AT&T port rejection. AT&T claims was an order with a due date of 1/29/10 and after 417 days was still open. AT&T logs confirm it was canceled²³ and by XO²⁴. AT&T controls and owns the official

¹⁸ *id.* Ex-0005 porting rejections from OOMA, Ex-0039 - AT&T production non-privilege documents (considered all porting documents privilege), Ex-0040 to Ex-0041 - Approved Discovery #2 - all porting documents.

¹⁹ *id.* Ex-0005 porting rejections from OOMA, Ex-0039 - AT&T production non-privilege documents (considered all porting documents privilege), Ex-0040 to Ex-0041 - Approved Discovery #2 - all porting documents.

²⁰ *id.* Ex-0005 porting rejections from OOMA, Ex-0039 - AT&T production non-privilege documents (considered all porting documents privilege), Ex-0040 to Ex-0041 - Approved Discovery #2 - all porting documents.

²¹ *id.* Ex-0005 porting rejections from OOMA, Ex-0039 - AT&T production non-privilege documents (considered all porting documents privilege), Ex-0040 to Ex-0041 - Approved Discovery #2 - all porting documents.

²² *id.* Ex-0005 porting rejections from OOMA, Ex-0039 - AT&T production non-privilege documents (considered all porting documents privilege), Ex-0040 to Ex-0041 - Approved Discovery #2 - all porting documents.

²³ *id.* Ex-0011 4th entry - AT&T Tene Burse confirms cancelation, Ex-0013 #15 AT&T would canceled request in 2010, Ex-0014 3.8 AT&T would have canceled request in 2010, Ex-0016 Reject Reason - none for Open Pending Order

data with NPAC/Nuestar. AT&T attorney Thomas Green admitted the porting request was not completed in One Day. This after claiming ALL porting documents even third party communications were AT&T attorney client privilege²⁵.

"The truth is that AT&T was unable to port the 0400 number to another carrier because there was a pending/un-cancelled port request that had been previously submitted at the direction of Mr. Chelmowski by XO Communications"²⁶

Violations 47 FR 53.36 Standard data fields ... - 6 Counts

47 § 52.36 Standard data fields for simple port order processing.²⁷

(a) A telecommunications carrier may require only the data described in paragraphs (b) and (c) of this section to accomplish a simple port order request from an end user customer's new telecommunications carrier.

(b) *Required standard data fields.*

- (1) Ported telephone number;
- (2) Account number;
- (3) Zip code;
- (4) Company code;
- (5) New network service provider;
- (6) Desired due date;
- (7) Purchase order number;
- (8) Version;
- (9) Number portability direction indicator;
- (10) Customer carrier name abbreviation;
- (11) Requisition type and status;
- (12) Activity;
- (13) Telephone number of initiator; and
- (14) Agency authority status.

(c) *Optional standard data field.* The Passcode field shall be optional unless the passcode has been requested and assigned by the end user.

(d) For purposes of this section, the term "telecommunications carrier" includes an interconnected VoIP provider as that term is defined in § 53.32 (h) [75 FR 35325, June 22, 2010]

23. AT&T on or about March 22, 2011 failed to port upon receiving complete and accurate

²⁴ *id.* Ex-0010, XO Communications confirmation with NPAC canceled on 3/3/2010

²⁵ *id.* Ex-0039 - AT&T production non-privilege documents (considered all porting documents privilege), Ex-0040 to Ex-0041 - Approved Discovery #2 - all porting documents.

²⁶ *id.* Ex-0024 AT&T attorney opening statements, Ex-0023 - AT&T Attorney Mr. Green reference from Ex-0042- Ex-0044

²⁷ *id.* Ex-0002 47 CFR 53.36

porting request .²⁸ AT&T has not ported this phone number and concealed this rejection to date. Count #1 of 75 FR 53.36.

24. AT&T on or about March 24, 2011 failed to port upon receiving complete and accurate porting request .²⁹ AT&T has not ported this phone number and concealed this rejection to date. Count #2 of 75 FR 53.36.

25. AT&T on or about March 31, 2011 failed to port upon receiving complete and accurate porting request .³⁰ AT&T has not ported this phone number and concealed this rejection to date. Count #3 of 75 FR 53.36.

26. AT&T on or about April 4, 2011 failed to port upon receiving complete and accurate porting request .³¹ AT&T has not ported this phone number and concealed this rejection to date. Count #4 of 75 FR 53.36.

27. AT&T on or about April 6, 2011 failed to port upon receiving complete and accurate porting request .³² AT&T has not ported this phone number and concealed this rejection to date. Count #5 of 75 FR 53.36.

28. AT&T on or about April 20, 2011 failed to port upon receiving complete and accurate porting request .³³ AT&T has not ported this phone number and concealed this rejection to date. Count #6 of 75 FR 53.36.

²⁸ *id.* Ex-0005 porting rejections from OOMA, Ex-0039 - AT&T production non-privilege documents (considered all porting documents privilege), Ex-0040 to Ex-0041 - Approved Discovery #2 - all porting documents.

²⁹ *id.* Ex-0005 porting rejections from OOMA, Ex-0039 - AT&T production non-privilege documents (considered all porting documents privilege), Ex-0040 to Ex-0041 - Approved Discovery #2 - all porting documents.

³⁰ *id.* Ex-0005 porting rejections from OOMA, Ex-0039 - AT&T production non-privilege documents (considered all porting documents privilege), Ex-0040 to Ex-0041 - Approved Discovery #2 - all porting documents.

³¹ *id.* Ex-0005 porting rejections from OOMA, Ex-0039 - AT&T production non-privilege documents (considered all porting documents privilege), Ex-0040 to Ex-0041 - Approved Discovery #2 - all porting documents.

³² *id.* Ex-0005 porting rejections from OOMA, Ex-0039 - AT&T production non-privilege documents (considered all porting documents privilege), Ex-0040 to Ex-0041 - Approved Discovery #2 - all porting documents.

³³ *id.* Ex-0005 porting rejections from OOMA, Ex-0039 - AT&T production non-privilege documents (considered all porting documents privilege), Ex-0040 to Ex-0041 - Approved Discovery #2 - all porting documents.

AT&T Fraudulent Concealment of FCC Law Violations Scheme

29. AT&T during March and April of 2011 refused to help Complainant request and co-operate with other carriers in porting phone number. Only requiring Complainant to pay for AT&T services not rendered which is a violation of Fair Credit Act³⁴ and FCC 47 CFR 52.35 & 47 CFR 52.36. FCC Encyclopedia states <http://www.fcc.gov/encyclopedia/wireless-local-number-portability>

"Commission rules require carriers to port a number when they receive a valid request, and carriers may not refuse to port."³⁵

30. Margaret Trammel, AT&T Manager of FCC Bureau NOIC response on April 11, 2011.³⁶ Acknowledge the Only complaint of not Porting phone number 847-768-0400. AT&T instead of addressing the porting which included past, current and future violations of 47 § 1.717, 47 § 52.35 and 47 § 52.36. Instead AT&T fraudulent concealment and deception scheme tried blaming the Complaint for the AT&T FCC violations. AT&T logs proves AT&T accusations against the Complainant were also completely false.³⁷ AT&T never sent this request the Complainant.

31. On or about August 31, 2011, someone other than the Complainant filed an informal FCC complaint.³⁸ Note AT&T never provided any investigation results. AT&T now has a valid to reject a porting request because 847-768-0400 is not an active phone line. It appears AT&T impersonated the Complainant and forged this FCC informal complaint.

32. AT&T Manager of FCC Response to Notice of Informal Complaint on September 22, 2011

³⁴ *id.* Ex-0027 AT&T testimony AT&T provided no help to the Complainant regards to Porting 847-768-0400

³⁵ *id.* Ex-0003

³⁶ *id.* Ex-0030

³⁷ *id.* Ex-0068 Complainant call to AT&T on 4/11/11, Ex-0069 Complainant call to AT&T on 4/18/11, Ex-0070 Complainant call to AT&T on 4/21/11

³⁸ *id.* Ex-0030 and logs AT&T produced on 1/14/11

Fraudulent Concealment. AT&T writes FCC has no jurisdiction on porting phone numbers. AT&T deception to fraudulent conceal the AT&T's 12 FCC violations of porting laws in 2011. AT&T deception letter is full of false or unrelated information about the 2011 porting rejections by AT&T. No AT&T employee to this date has taken responsibility of writing this letter, no author.³⁹ AT&T logs indicate this letter was written and/or input for AT&T Directors.⁴⁰

33. February 26, 2013, claimant sent a "Notice" of demand for Arbitration to AT&T. Including the porting of the phone number 847-768-0400. Instead helping AT&T denied receipt of this "Notice" AT&T received and signed for United States Certified Mail. Then actual by tried suing complainant for "Breach of Contract" because AT&T claimed AT&T never received the US Certified Mail.⁴¹ Instead of helping complainant receive his vanity number back.
34. On October 18, 2011, AT&T attorney filed an answering letter with calculated deception of only stating in 2010 AT&T had a valid reason to reject the 2010 porting and concealing all 2011 AT&T porting rejections in question. AT&T scheme of deception of detailing responses of irrelevant information from periods before and after the time in question to deceive reader then cleverly intentionally fraudulently conceal all material and relevant facts.
35. AT&T attorney writes since the FCC found no basis to proceed against the AT&T in 2011 any claim against AT&T request a finding that Mr. Chelmowski's claims are frivolous ... measured by the standards set forth in Federal Rule of Civil Procedure 11(b)⁴². AT&T fraudulent concealment scheme including AT&T intentional impeding the complainant due

³⁹ *id.* Ex-0029 and logs AT&T produced on 1/14/11

⁴⁰ *id.* Ex-0029 and logs AT&T produced on 1/14/11

⁴¹ *id.* Ex-0071 & Ex-0072

⁴² *id.* Ex-0036 AT&T answering statement

diligence process of discovery of the material facts to the basis of this claim.⁴³

36. On January 14, 2014, AT&T, AT&T concealed 100% of the porting documents for 847-768-0400 as AT&T attorney client privilege.⁴⁴

37. Neustar⁴⁵ administrator was subpoena in 2013 for porting transactions and details. Neustar needed AT&T permission to release data⁴⁶ and AT&T only would deceptively let dates and data after the time in question to be released on March 5, 2014. Neustar confirmed possession of the porting transactions in the time of question December of 2009 to April of 2011. AT&T would only allow Neustar to disclose with intentional deception on July 18, 2011 data completely irrelative information nothing from the subpoena request period of December 2009 through April 2011.⁴⁷ Exact body of the March 5, 2014 letter from Neustar confirming the AT&T scheme of deception and fraudulent concealment of all the material facts:

Neustar is in receipt of the above-referenced subpoena concerning the porting activity of several telephone numbers. As the administrator of the regional United States Number Portability Administration Centers (NPACs), Neustar confirmed that it is in possession of carrier data responsive to the subpoena. As the administrator of the NPACs, Neustar is required to maintain the confidentiality of carrier data contained in the NPACs, such that it may not disclose such data to a third party without first obtaining the carrier's written consent to do so. Neustar has received authority from AT&T to disclose the following data about the telephone number there indicated:

- 847-768-0400

o July 18, 2011 -ported from Cingular Wireless (AT&T) to the code-assignee Ameritech (AT&T)

⁴³ Valenti v. AT&T, 12 FCC Rcd at 2621-22, ¶ 24, quoting Armstrong Utilities v. General Telephone, 25 FCC 2d at 390, ¶ 15 (emphasis added). Although the Commission has implied that there might be some additional basis for equitable tolling, see, e.g., Bunker Ramo v. Western Union, 31 FCC 2d at 453-4, ¶ 12, the Commission has never identified or relied upon any basis other than fraudulent concealment. In the EUCL Order, the Commission simply assumed, without deciding, that "due diligence" by the plaintiff might warrant tolling, and then demonstrated the absence of such diligence. See EUCL Order, 17 FCC Rcd at 24225-26, ¶¶ 57-59.

⁴⁴ *id.*

⁴⁵ 2014 Informal Complaint Exhibits Ex-0129 requested 2014 Subpoena because No AT&T 2011 rejections from 2013 Subpoena, Ex-0125

⁴⁶ *id.* Ex-0100

⁴⁷ *id.* Ex-0142 - Ex-0144 Neustar subpoena, Ex-0100 Neustar letter

38. March 21, 2014 AT&T 1/14/14 production name Troy Rudloff over 250 times. Mr. Rudloff spoke with the complainant attorney showing no signs not participating in the hearing. Mr. Rudloff spoke with AT&T attorney Mr. Green about the arbitration case. Mr. Rudloff refused acceptance of the US Certified Mail subpoena after his conversation with AT&T attorney Mr. Green. AT&T produced no witness with any direct knowledge of the porting.⁴⁸
39. On May 29, 2014, besides failing to produce a single document on porting and rejections of the phone number 847-768-0400, AT&T surprised everyone at the hearing by withdrawing the only AT&T witness that had some involvement in the porting issue. This failing to provide the complainant to cross examine a witness in matter at question. One of the many grounds to vacate the arbitration award.
40. Complainants made documented attempts include but not limited to 1) March 22, 2011, 2) March 23, 2011, 3) April 11, 2011 4) April 17, 2011, 5) April 25, 2011, 6) February 28, 2013, 7) April 5, 2013, 8) September 18, 2013, 9) May 29, 2014, 10) June 27, 2014, 11) August 15, 2014, 12) October 21, 2014, etc. These AT&T to this date has refused to provide the Complainant 847-768-0400 after multiple porting requests and multiple attempts to work with AT&T. AT&T intentional fraudulent concealment scheme through deception and false statements. Complainant spent over \$50,000 in legal fees and AT&T still refuses to port number and provide the porting documentation from the arbitrator approved discovery.
41. AT&T accused Complainant of by AT&T denying receipt of AT&T received and signed USPS certified mail on both March 1, 2013 and April 8, 2013, Instead, AT&T intentional violated AT&T own AT&T arbitration agreement⁴⁹ by AT&T counterclaim for AT&T cost

⁴⁸ *id.* Ex-0099

⁴⁹ *id.* Ex-0066 - Ex-0067 Arbitration agreement

of arbitration.⁵⁰

Statute of Limitations

42. Informal Complaint 14-C00602676-1 was answered by AT&T on August 8, 2014⁵¹. When an informal complaint has not been satisfied the complainant may file a formal complaint with this Commission.

47 CFR 1.718 - Unsatisfied informal complaints; formal complaints relating back to the filing dates of informal complaints.

43. FCC warrants one circumstance that warrants equitable tolling for Fraudulent by the defendant upon complainant to prevent him from becoming aware of the facts which are the basis of its claim.⁵²

44. Operator Communications, Inc v. Contel of the South, Inc. File No. EB-05-MD-009, Adopted: December 9, 2005, Released: December 9, 2005 states: "Indeed, the Commission has identified only one circumstance that warrants equitable tolling of section 415 - fraudulent concealment by the defendant of the facts giving rise to the claim.⁵³ As the Commission has explained:"

[Where] there is no allegation of fraud or deceit, having been practiced by the defendant upon complainant to prevent him from becoming aware of the facts which are the basis of its claim, there is no way of . . . tolling the statute of limitations.⁵⁴

⁵⁰ Arbitration agreement counterclaim

⁵¹ *id.* Ex-0105

⁵² Operator Communications, Inc v. Contel of the South, Inc., File No. EB-05-MD-009

⁵³ EUCL Order, 17 FCC Rcd at 24222, n.145; Valenti v. AT&T, 12 FCC Rcd at 2621-22, ¶ 24; US Sprint v. AT&T, 9 FCC Rcd at 4802, ¶ 10; Anchorage v. Alascom, 4 FCC Rcd at 2475, ¶ 23; Tele-Valuation v. AT&T, 73 FCC2d at 452-3, ¶ 4 and n.7; U.S. Cablevision v. New York Telephone Co., Memorandum Opinion and Order, 46 FCC 2d 704, 706-7, ¶ 5 (1974) ("Cablevision v. New York Tel"); Bunker Ramo v. Western Union, 31 FCC 2d at 453-4, ¶ 12; Armstrong Utilities v. General Telephone, 25 FCC 2d at 390, ¶ 15.

⁵⁴ Valenti v. AT&T, 12 FCC Rcd at 2621-22, ¶ 24, quoting Armstrong Utilities v. General Telephone, 25 FCC 2d at 390, ¶ 15 (emphasis added). Although the Commission has implied that there might be some additional basis for equitable tolling, see, e.g., Bunker Ramo v. Western Union, 31 FCC 2d at 453-4, ¶ 12, the Commission has never identified or relied upon any basis other than fraudulent concealment. In the EUCL

45. All the 2011 FCC informal and/or formal complaints are requested to be reopen per Section 405.1885(b)(3) with no Statute of Limitations concerns.-

§ 405.1885 Reopening an intermediary determination or reviewing entity decision.

(b) *Time limits*— (3) *Reopening of a determination procured by fraud or similar fault*. A Secretary or intermediary determination or decision by the reviewing entity may be reopened and revised at any time if it is established that the determination or decision was procured by fraud or similar fault of any party to the determination or decision.

46. AT&T used the intentional and calculated fraudulent concealment scheme of the material facts to hide the claims in these FCC formal complainant to other tribunals. AT&T attorney Mr. Green wrote "The same complaints were raised with ... the Federal Communications Commission back in 2011 .. neither agency found any basis to proceed against AT&T. I attached AT&T's response to the FCC submitted on September 22, 2011."⁵⁵ This informal complaint letter was so laced with fraudulent concealment no one at AT&T would put their name as the author. This letter was also intentional concealed from complaint until October 18, 2013, in violation of 47 CFR 1.717 informal complaint procedures to prevent the complainant from becoming aware of the facts which are the basis of this formal complaint. AT&T wanted the complainant to believe that the complainant had no claim or basis for a FCC claim.

47. AT&T stated in this September 22, 2011 letter so the FCC would close this complainant (and AT&T scheme of fraudulent concealment would never uncovered) "AT&T conducted a

Order, the Commission simply assumed, without deciding, that "due diligence" by the plaintiff might warrant tolling, and then demonstrated the absence of such diligence. See EUCL Order, 17 FCC Rcd at 24225-26, ¶¶ 57-59.

⁵⁵ 2014 Informal Complaint Ex-0036

thorough review of Mr. Chelmowski's account."⁵⁶ AT&T did not want the complainant to know that AT&T needed to fraudulently conceal all facts of the 2011 AT&T port rejections from the FCC or the FCC would possibly investigate these FCC law violations. AT&T did not want the complainant to respond to the FCC about this September 22, 2011 fraudulent letter and provide the FCC with the facts of the 2011 AT&T porting rejections AT&T intentional fraudulently concealed from everyone in this September 22, 2011 with no AT&T author. AT&T intentions of this fraudulent concealment scheme existed and the complainant had no way being aware of this scheme prior to October 18, 2013, the date the complainant was aware of this letter. Since the Complainant, he confirmed this letter was sent to the FCC. The FCC faxed a copy of the letter to the complainant on October 22, 2013⁵⁷ and said the FCC closed the complainant after receiving this letter and never sent a copy of this letter to the complainant because AT&T by law was responsible of providing the complainant a copy of this letter. This is why the complainant was not aware of this letter and fraudulent informal complainant until October of 2013. AT&T fraudulent concealment first started to unravel in October of 2013 while the complainant due diligence process. Until this time the complainant was not aware the only reason the FCC proceed with the March 2011 informal complaint was because AT&T intentional fraudulently concealed all 2011 porting request and AT&T 2011 porting rejections from the FCC. This calculated deceptive and fraudulent letter received by the complainant finally received in October of 2013 was the implied slight exposure of the AT&T fraudulent concealment scheme.

48. Continuing Harm Theory (Statue of limitation clock has yet to start, continuous violations continue through 2014)

⁵⁶ *id.*

⁵⁷ *id.* Ex-0036 fax header with the date October 22, 2013

The Court and the Court of Special Appeals have recognized the “continuing harm” or “continuous violation” doctrine, which tolls the statute of limitations in cases where there are continuous violations.⁷ See *Shell Oil*, 265 Md. at 636, 291 A.2d at 67; see also *Edwards v. Demedis*, 118 Md.App. 541, 562, 703 A.2d 240, 250 (1997). Under this theory, violations that are continuing in nature are not barred by the statute of limitations merely because one or more of them occurred earlier in time. See *Shell Oil*, 265 Md. at 636, 291 A.2d at 67; see also *Duke Street Ltd. P'ship v. Bd. of Cty. Comm'rs*, 112 Md.App. 37, 50, 684 A.2d 40, 47 (1996) (noting that “[c]laims that are in the nature of a ‘continuous tort,’ such as nuisance, can extend the period of limitations due to their new occurrences over time”). Continuing violations that qualify under this theory are continuing unlawful acts, for example monthly over-charge of rent, not merely the continuing effects of a single earlier act. *78/79 York Assocs. v. Rand*, 175 Misc.2d 960, 966, 672 N.Y.S.2d 619, 623 (1998); see also *Alston v. Hormel Foods Corp.*, 273 Neb. 422, 426, 730 N.W.2d 376, 381 (2007) (“ ‘continuing tort doctrine’ requires that a tortious act—not simply the continuing ill effects of prior tortious acts—fall within the limitation period”). *Fuls v. Shastina Properties, Inc.*, 448 F. Supp. 983 (N.D. Cal. 1978), held that a “continuing program of false representations” tolls even what has otherwise been interpreted to be an absolute statute of limitation.

49. Under the Continuing Harm Theory statute of limitations clock has yet to start until AT&T stops total disregard of the complainants rights. Including the continual practice of fraud and deceit, having been practiced by the defendant upon complainant to prevent him from becoming aware of the facts which are the basis of its claim,
50. AT&T continuing fraudulent concealment scheme and obstruction of justice and provide the required non-attorney client porting documents which were required in 1/15/14, privilege log, and AT&T attorney stripped them out of exchanged of documents stated these documents where attorney client privilege or did not exist. Then in an arbitration hearing AT&T attorney & AT&T witness under oath stated these documents exist. Based on the testimonial were withheld from exchange of documents by abuse of attorney client privilege.
51. AT&T controls ALL the documents of the porting with the NPAC and raw porting

documents to prove the FCC law violations.⁵⁸ Therefore until AT&T provides the discovery required of material facts in this FCC formal complaint the statute of limitations clock should be stopped for "Continuing Harm Theory", "Discovery Theory" and AT&T continuing fraud and deceit, having been practiced by the defendant upon complainant to prevent him from becoming aware of the facts which are the basis of its claim, Fraudulent Concealment on material facts.

Attempts of the Complainant to Resolve the Issues with AT&T - 47 CFR 1.721(a)(8)

52. On March 18, 2011, initial porting request with sent to new carrier.⁵⁹
53. AT&T on or about March 22, 2011 rejected the porting request for "Open Pending Order".⁶⁰
54. On March 22, 2011, AT&T logs documented call to AT&T.
55. Through March 22, 2011 to April 30, 2011, complainant contacted OOMA and XO numerous times.⁶¹
56. On March 23, 2011, FCC complaint 11-C00292341 was filed by the complainant for inability to port 847-768-0400.⁶²
57. AT&T on or about March 24, 2011 rejected the porting request for "Open Pending Order".⁶³
58. Complainant contacted AT&T numerous times trying to port his vanity phone number 847-768-0400.⁶⁴
59. AT&T on or about March 31, 2011 rejected the porting request for "Open Pending Order".⁶⁵

⁵⁸ *id.* Ex-0100

⁵⁹ *id.* Ex-0005

⁶⁰ *id.* Ex-0005 and Ex-0006

⁶¹ *id.* Ex-0004 voicemail for OOMA

⁶² *id.* Ex-0030

⁶³ *id.* Ex-0005

⁶⁴ *id.* Ex-0068 Complainant call to AT&T on 4/11/11, Ex-0069 Complainant call to AT&T on 4/18/11, Ex-0070 Complainant call to AT&T on 4/21/11

⁶⁵ *id.* Ex-0005

60. AT&T on or about April 4, 2011 rejected the porting request for "Open Pending Order".⁶⁶
61. AT&T on or about April 6, 2011 rejected the porting request for "Open Pending Order".⁶⁷
62. On April 9, 2011 after getting no help with AT&T in porting the phone number 847-768-0400, complainant was advised to contact the Illinois Attorney General.⁶⁸
63. On or about April 11, 2011, AT&T response to the FCC with a letter deceptive, false statements and concealment of the ongoing AT&T porting rejections in March and April 2011. AT&T never sends this letter to complainant.⁶⁹
64. On April 11, 2011, AT&T logs documented a call from the complainant to AT&T about the porting however AT&T erased part of the log entry to disguise the issue of the phone call.⁷⁰
65. On April 18, 2011, AT&T logs documented a call from the complainant to AT&T again trying to get his phone number ported.⁷¹
66. AT&T on or about April 20, 2011 rejected the porting request for "Open Pending Order".⁷²
67. On April 21, 2011, AT&T logs documented a call from the complainant to AT&T again trying to get his phone number ported.⁷³
68. April 25, 2011 AT&T Sheri Baker response to the Illinois Attorney General stated complainant will not get back to AT&T even though Sherri Baker spoke with the complainant only 4 days before this letter and Sherri Baker refused to help the complainant port his vanity phone number in that call. AT&T never sent a copy of this letter to the complainant.

⁶⁶ *id.* Ex-0005

⁶⁷ *id.* Ex-0005

⁶⁸ *id.* Ex-0135

⁶⁹ *id.* Ex-0030

⁷⁰ *id.* Ex-0068 Complainant call to AT&T on 4/11/11,

⁷¹ *id.* Ex-0069 Complainant call to AT&T on 4/18/11

⁷² *id.* Ex-0005

⁷³ *id.* Ex-0070 Complainant call to AT&T on 4/21/11

69. On April 27, 2011, after AT&T rejected the complete and accurate porting request about 6 times for "Open Pending Order". AT&T suspends the account therefore making this phone number inactive and no longer eligible to port. AT&T never sends this letter to complainant.
70. On or about August 31, 2011, per AT&T logs a forged FCC informal investigation was filed by someone other than the complainant.⁷⁴
71. Per AT&T logs AT&T Sherri Baker and the AT&T Directors were involved in the investigation of the 2011 porting rejections during September of 2011.⁷⁵
72. On or about September 22, 2011, AT&T sends the FCC letter for the complainant filed by someone other than the complainant. The letter is so full of deception, false statements and concealment of the issue of 2011 AT&T porting rejections that no one at AT&T would take responsibility of signing or placing their name on the letter. AT&T refused to disclose the author in the arbitration process.⁷⁶ This letter was not sent to the complainant until over 2 years later on October 18, 2013.⁷⁷
73. On or about February 26, 2013, complainant files a "Notice" for a demand for arbitration.⁷⁸ keep hope AT&T receives the required 30 days to settle dispute however AT&T does not contact the complainant after receipt of this Notice by United States Certified Mail. Instead denies receipt to later counterclaim the complainant for Breach of Contract and try stripping away all the AT&T contract rights of the complainant.
74. March 27, 2013, AT&T tells American Arbitration Associates ("AAA") that AT&T never received the notice that AT&T signed for the receipt of the certified mail. AT&T receives

⁷⁴ *id.* Ex-0136 logs; Ex-0132 to Ex-0134 AT&T merger timeline

⁷⁵ *id.* Ex-0136 - Ex-0140

⁷⁶ *id.* Ex-0029

⁷⁷ *id.* Ex-0036 - Ex-0038

⁷⁸ *id.* Ex-0072 US certified mail receipt, Ex-0076 Notice

additional 30 days to settle the dispute by AAA and the complainant.⁷⁹

75. On or about March 27, 2013, AT&T Jan Mendel instead of trying to settle the disputes accuses the complainant of not sending the US Certified mail AT&T received and signed for on March 1, 2013. AT&T will strip away any the complainants rights under the AT&T arbitration agreement unless the complainant agreed to AT&T ultimatum.⁸⁰
76. April4, 2013, complainant sends reply to AT&T showing AT&T the proof of delivery of the US Certified Mail that AT&T received on March 1, 2013.⁸¹ Agreed to the 30 days extension and offered a mutual exchange of documents to try to settle the dispute.
77. On April 24, 2013, AT&T offers the complainant to walk away from his rights of the vanity phone number as the settlement offer and leave AT&T alone.⁸² The letter was full of deception and false allegations against the complainant. AT&T denied receiving both AT&T signed and received US certified mail of the complainant. AT&T not receiving these 2 certified letters AT&T has now stripped away all the complainant's rights if an arbitration moves forward.⁸³
78. On September 27, 2013, the complainant's attorney restates the complainant's claims.⁸⁴ Giving AT&T another opportunity to give the complainant his vanity number back. AT&T refuses again
79. On October 18, 2013, AT&T files a answering statement and counterclaims against the complainant.⁸⁵ AT&T attorney continues the 2011 concealment scheme by deception, false

⁷⁹ *id.* Ex-0063

⁸⁰ *id.* Ex-0064 - Ex-0067

⁸¹ *id.* Ex-0073 - Ex-0075 Complainant reply to AT&T on April 4, 2013, Ex-0071 US certified mail receipt

⁸² *id.* Ex-0031 - Ex-0035

⁸³ *id.* Ex-0071 & Ex-0072 US certified mail receipt, Ex-0073 - Ex-0075 Complainant reply to AT&T on April 4, 2013

⁸⁴ *id.* Ex-0077 - Ex-0078

⁸⁵ *id.* Ex-0036 - Ex-0038

statements and concealment on all the 2011 AT&T porting rejections for "Open Pending Order". Complainant receives the un authored 9/22/11 FCC complainant response for the first time however AT&T conceals the 4/11/11 FCC complainant response.⁸⁶

80. On November 18, 2013, complainant attorney in accordance of AAA rules and AT&T arbitration agreement request an exchange of documents from AT&T ("discovery") including all porting documents and other relevant documents in AT&T possession. AT&T violated multiple AAA rules and breached the AT&T arbitration agreement with this response.⁸⁷

81. On November 29, 2013, complainant attorney files a motion to compel for the discovery request.

82. AT&T refuses to provided any documents AT&T does not want to produce. On 12/4/13 conference call with the arbitrator and both counsels. The arbitrator rules with the agreement of both attorneys the 11/18/13 discovery request was within the guidelines of AAA rules subject only to AT&T attorney client privilege.

83. On or about January 15, 2014 the deadline for all evidence and the discovery request for the hearing to be produced.⁸⁸ AT&T states on the cover letter that ALL non-privilege discovery is contained. AT&T provides documents full of blank areas in the conversation logs with apparent erasing of information AT&T did not want in the arbitration and handpicked emails. Almost 75-90% of the required discovery not provided. AT&T provided no documents on the porting of 2011 porting rejections for 847-768-0400. This was the main issue in the arbitration. Continuing with the fraudulent concealment scheme of these 2011 AT&T porting rejections.

84. AT&T continues concealment scheme through arbitration process refusing to provide porting

⁸⁶ *id.* Ex-0029

⁸⁷ *id.* Ex-0040 - Ex-0041

⁸⁸ *id.* Ex-0039

documents and deny NPAC/Neustar the ability to produce their documents on the porting.⁸⁹

85. On May 26, 2014, AAA arbitrator limits the complainant time to present proofs and evidence to only 2 1/2 hours. This violates the AAA arbitration rules.

86. AT&T witness answers question "What attempts have been made to make Mr. Chelmowski whole and return that number to him after July 18, 2011?" Answer "I'm not aware of any." Question "You're fully aware he was complaining about the number not porting in 2011; isn't that correct?" Answer "Yes"⁹⁰

87. AT&T without any notices conceals the AT&T witness involved in the 2011 porting.

88. On May 27, 2014, AT&T admits to the concealment scheme and discloses four (4) 2011 AT&T porting rejections without producing a single document.⁹¹ AT&T denied the rights of the complainant an opportunity to cross examine any AT&T employee involved with the 2011 porting.

89. On June 27, 2014, AT&T attorney Mr. Green⁹² in complete contradiction of his October 18, 2013 response⁹³ with concealing all 2011 porting rejections. Now admits to four (4) AT&T 2011 porting rejections again all documents related to these 4 rejections were AT&T attorney client privilege. Even though it was normal business practice, documents were sent to other companies and AT&T testified that these documents were available to managers outside the porting department.⁹⁴ AT&T denied the complainant a fair arbitration and the ability to get his vanity number 847-768-0400 back, too. These actions violate multiple AAA rules and

⁸⁹ *id.* Ex-0100

⁹⁰ *id.* Ex-0027

⁹¹ *id.* Ex-0023 - Ex-0028

⁹² *id.* Ex-0042 - Ex-0050

⁹³ *id.* Ex-0036 - Ex-0038

⁹⁴ *id.* Ex-0023 , Ex-0042 - Ex-0050

AT&T arbitration agreement.⁹⁵

90. AAA arbitrator rules neither party meet the burden of proof and that "AT&T Mobility which set up a complicated dispute resolution process and required it as the only method to resolve disputes between it and its customers."⁹⁶

91. This also could be that AT&T repeatedly breached the AT&T arbitration agreement during the process with total disregard of the complainant rights.⁹⁷ Many of AT&T arguments were in contradiction of the AT&T terms and agreement including the arbitration agreement. AT&T unwillingness of providing any porting documents knowing and gaming the system because the arbitrator does not have the authority of production of documents as a judge during their respective tribunal.

92. On September 26, 2014 after AT&T confirms with the United States Federal District Court the four (4) 2011 AT&T rejections. AT&T to this date denied disclosing any of these 2011 porting rejections to the FCC.⁹⁸ This after AT&T removed the Complainant to Vacate the Arbitration Award and re-hearing.

93. On October 20, 2014 AT&T objected to a subpoena under Federal Rules of Procedure 36(a) the privilege log from the January 14, 2014 production of documents.⁹⁹ AT&T also objected on NPAC/Neustar of releasing the evidence of the new four (4) porting rejections by AT&T in 2011. The concealment scheme is still ongoing. AT&T systems has "Powerful e-discovery features to retrieve information quickly."¹⁰⁰ "Whether you need to recover a stored e-mail message in response to an e-discovery request.... you can easily access one message or

⁹⁵ *id.* Ex-0107 - Ex-0122 - Complaint to Vacate Arbitration Award

⁹⁶ *id.* Ex-0099

⁹⁷ *id.* Ex-0107 - Ex-0122 - Complaint to Vacate Arbitration Award

⁹⁸ *id.* Ex-0049 - Ex-0062 - Motion to Dismiss & Motion to Confirm Award

⁹⁹ *id.* Ex-0107 - Ex-0122 - Complaint to Vacate Arbitration Award

¹⁰⁰ *id.* Ex-0101

thousands of messages in seconds, using either simple or advance searches"¹⁰¹

94. Since March of 2011 to this date AT&T has not made one attempt to help the complainant port his vanity number 847-768-0400 and continue the scheme to cover up all documents involved with the 2011 AT&T porting rejections.

Forfeitures 47 CFR 1.80

95. AT&T willful and wanton actions and fraudulent concealment scheme should warrant the maximum forfeitures allowed by law. FCC places a value on these AT&T actions as \$150,000 per day up to \$1,500,000 for a single act.¹⁰² There are 14 counts (acts) of FCC violations detailed in this complainant which to this date are still active.
96. All the 2011 FCC informal and/or formal complaints are requested to be reopen per Section 405.1885(b)(3) with no Statute of Limitations concerns.-

§ 405.1885 Reopening an intermediary determination or reviewing entity decision.

(b) *Time limits*— (3) *Reopening of a determination procured by fraud or similar fault.* A Secretary or intermediary determination or decision by the reviewing entity may be reopened and revised at any time if it is established that the determination or decision was procured by fraud or similar fault of any party to the determination or decision.

Damages

47 U.S. Code § 207 - Recovery of damages.

47 U.S. Code § 208 - Complaints to Commission; investigations; duration of investigation; appeal of order concluding investigation.

97. Damages include but limited to the exercised right of possession of the vanity number 847-768-0400, business loss, business losses from the exercised right to possession of the vanity

¹⁰¹ *id.* Ex-0102 & Ex-0103 to Ex-0104

¹⁰² *id.* Ex-0131, 47 CFR 1.80 (b) (2) 150,000 per day 1,500,000 per single act.

phone number by FC law, theft of the vanity number, fraudulent concealment, legal costs, attorney cost, reputation, libel, medical, etc. and punitive damages for AT&T willful and wanton actions.

98. The wrongful deprivation of property to the owner or the person entitled to possession. First Finance Co. v. Ross, 75 Ill.App. 2d 403. In action for conversion all that is required is that the exercise of control by the Defendant over the chattel is in a manner inconsistent with the Plaintiff's right of possession. Associates Discount Corp. v. Walker, 39 Ill.App.2d 148. The Claimant's position is very clear that the Respondent exercised control over the 0400 vanity number in a manner inconsistent with the Complaint's possessory rights in that number that he had continuously used since 1998 equating to converting his possessory rights. Dickson v. Riesling, 30 Ill. App. 3d 965; Landfield Finance Co. v. Feinerman, 3 Ill.App.3d 487. Courts have recognized that especially for a business a telephone number constitutes a unique property interest capable of being converted, the value which increases as the number becomes widely known through use in the business. Security Investment Properties, Inc. v. Georgia Power Company, 559 F. 2d 1321(5th Cir. 1977). Staton Holdings v. First Data Corp., 2005 U.S. Dist. LEXIS 47190,2005 WL 1164179.
99. There is special liability against public utilities for insults by servants while they are acting within the scope of their employment. Magourik v. Western Union Tel., 79 Miss. 632(1901). Restatement 2d of Torts, Sect. 48.
100. Under rules of FCC Formal Complaint Process, the complainant exercises his rights 47 CFR 1.722 (c). Complainant can ask the Commission decides that a determination of damages would best be made in a proceeding that is separate from and for subsequent to the proceeding in which the determinations of liability and prospective relief

(c) Notwithstanding paragraph (b) of this section, in any proceeding to which no statutory deadline applies, if the Commission decides that a determination of damages would best be made in a proceeding that is separate from and subsequent to the proceeding in which the determinations of liability and prospective relief are made, the Commission may at any time order that the initial proceeding will determine only liability and prospective relief, and that a separate, subsequent proceeding initiated in accordance with paragraph (e) of this section will determine damages.

Summary

101. The complainant after numerous request to exercise his right to possess his vanity number he possessed and controlled since 1998 meeting all the requirements to port his vanity number to another a carrier started in March of 2011 to date fully documented in this complainant and exhibits. AT&T has rejected porting of this vanity number with total disregard of his rights and US legal system.

102. AT&T to avoid FCC investigation of the 2011 illegal AT&T porting rejections created an intensive deception and fraudulent concealment of all material facts....

103. AT&T admitted under oath AT&T made no attempts to port his vanity number to another carrier or help complainant in anyway.

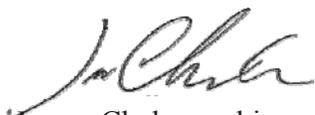
104. AT&T admitted multiple times after May 29, 2014 including to the US Federal District Court. AT&T rejected porting multiple times in 2011. This the basis of the 2011 FCC informal complaint inability to port 847-768-0400 in 2011, these material facts were concealed by a scheme of deception and concealment from AT&T. This fraudulent scheme started in 2011 till AT&T own admission on May 29, 2014.¹⁰³ AT&T deception and fraudulent concealment scheme been practiced by the AT&T upon complainant to prevent him from becoming aware of the facts which are the basis of its claim, there is no way of . . .

¹⁰³

tolling the statute of limitations.¹⁰⁴

105. AT&T fraudulent concealment scheme included but not limited to AT&T classified all porting documents internally and externally as "AT&T attorney client privilege", refused to provide privilege log, refusing to allow AT&T employees involved in the porting to be questioned, possible witness intimidation of an AT&T ex-employee, not authorizing Neustar to comply with a subpoena by releasing relevant data in Neustar possession, providing false statements to the FCC through a deception and concealment scheme, etc.
106. The complainant 47 USC 1.729 request for the Interrogatories for the defendant to answer upon receipt of this complainant in the world are included in this complainant.
107. The complainant prays for a discovery process limited to this claim should begin as soon as possible.
108. The complainant prays for his United States Constitutional rights of a FCC formal complaint process and hearing to resolve these claims.

Respectfully submitted,



James Chelmowski
6650 N Northwest Hwy #300
Chicago, IL 60631
847-768-0000

¹⁰⁴ Valenti v. AT&T, 12 FCC Rcd at 2621-22, ¶ 24, quoting *Armstrong Utilities v. General Telephone*, 25 FCC 2d at 390, ¶ 15 (emphasis added). Although the Commission has implied that there might be some additional basis for equitable tolling, see, e.g., *Bunker Ramo v. Western Union*, 31 FCC 2d at 453-4, ¶ 12, the Commission has never identified or relied upon any basis other than fraudulent concealment. In the EUCL Order, the Commission simply assumed, without deciding, that "due diligence" by the plaintiff might warrant tolling, and then demonstrated the absence of such diligence. See EUCL Order, 17 FCC Rcd at 24225-26, ¶¶ 57-59.

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554

JAMES CHELMOWSKI v. AT&T

COMPLAINANT'S 47 USC 1.729 INTERROGATORIES

Pursuant to 47 USC 1.729, the Complainant, James Chelmowski, submits the following Interrogatories to be answered by the above named Defendant, AT&T Mobility (AT&T), under oath with supporting documents. These Interrogatories are to be answered, signed, and returned to the undersigned within 47 USC 1.729 number of days of the dated of the proof of service herein.

Definitions

- 1) **AT&T** includes all companies under the AT&T company including AT&T Mobility LLC, AT&T Inc., AT&T Services, Inc., etc.
- 2) **PORTING** is Local Number Porting governed by the FCC porting a phone number to a new carrier including all procedures mandated by FCC and AT&T procedures.
- 3) **PORTING REJECTIONS** porting request under regulations and law by the FCC including but not limited to 44 CFR 52.35

47 USC 1.729 INTERROGATORIES

- 1) During the calendar year 2011 how many AT&T PORT REJECTIONS for phone number 847-768-0400 provide all details of the Port Rejections, Port Request, including dates, status, reasons, etc.
- 2) Who is the author include name and title of the author of the AT&T letter dated September 22, 2011 to the FCC which does not contain an author? FCC informal complainant 11-C00325771-1 and AT&T file number CM20110831_26702265.

3) Name all AT&T employees, AT&T directors, etc involved with any input of the contents of this letter to the FCC dated September 22, 2011? FCC informal complainant 11-C00325771-1 and AT&T file number CM20110831_26702265.

4) AT&T Manager - FCC Appeals Bureau Margaret Trammell's FCC informal investigation 11-C00292341 (Odd finding, AT&T internal case number was omitted in this letter) which lead to the letter to the FCC dated April 11, 2011, how many 2011 AT&T PORTING REJECTIONS occurred prior to 4/11/11 letter, after 4/11/11 and how many are mentioned in her letter?

5) On AT&T proof of delivery of the FCC informal complaints 11-C00325771 and 11-C00292341 what are the delivery details to the Complainant including date received by complainant, address sent and proof of delivery information?

6) Was the January 2010 porting request which were never accepted by AT&T in 2010 due to incorrect account number for 847-768-0400 was open during 2011 complete time of questioned? Please in the answer include all AT&T documentation including NPAC/Neustar proof with Neustar transactions codes and AT&T meet all NPAC, FCC and Neustar requirements in the PORTING processing in 2010 and 2011. Provide all Neustar transactions codes for events in 2010 and 2011.

7) Who and what was the "AT&T Director Review" of the FCC letter writing process in September of 2011 and which AT&T directors were involved on the FCC informal complaint 11-C00325771 and AT&T file number CM20110831_26702265?

8) In the AT&T September of 2011 thorough investigation which lead to this September 22, 2011 letter to the FCC case 11-C00325771 and AT&T file number CM20110831_26702265, please detail all the events and details contained in the letter relevant issues of the 2011

PORTING REQUESTS, PORTING REJECTIONS, phone calls AT&T logged and verified complainant social security number in March and April of 2011, or really an relevant facts or information during March and April of 2011?

9) Provide all PORTING transactions and details for the phone numbers 847-768-0000, 847-768-000, 847-917-2384 and 847-768-0400 in the calendar year 2011 for porting requests, porting denials, cancelations, porting firm order commitments?

10) Using AT&T SEG advertised able to retrieve single or thousands emails in seconds with complicated search queries, what is the email retrieval count using any derivative James Chelmowski, Jim Chelmowski, phone numbers 847-744-5626, 847-768-0000, 847-768-0400, 847-917-2384, complainant's account numbers and all internal references customer numbers, abbreviations, etc.? Only counts of emails are needed at this time full emails many be required later.

Respectfully submitted,



James Chelmowski
6650 N Northwest Hwy #300
Chicago, IL 60631
847-768-0000
jchelmowski@comcast.net

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 11 day of December, 2014, a FCC Formal Complaint against AT&T Mobility LLC, was hand delivered to AT&T Mobility LLC registered agent CT Corporation at 208 S LaSalle St, Chicago, IL 60604 for the Defendant: AT&T Mobility LLC.

December 11, 2014

Date

A handwritten signature in black ink, appearing to read "James Chelmowski", written over a horizontal line.

James Chelmowski

Complainant

EXHIBITS

Bates numbering lower left hand corner
Ex-0001 to Ex-0146

§ 1.703

file its answer within the time specified in the order. Such answer shall specifically and completely respond to all allegations and matters contained in the show cause order.

(c) All papers filed by a carrier in a proceeding under this section shall conform with the specifications of §§ 1.49 and 1.50 and the subscription and verification requirements of § 1.52.

[28 FR 12450, Nov. 22, 1963, as amended at 36 FR 7423, Apr. 20, 1971]

§ 1.703 Appearances.

(a) *Hearings.* Except as otherwise required by § 1.221 regarding application proceedings, by § 1.91 regarding proceedings instituted under section 312 of the Communications Act of 1934, as amended, or by Commission order in any proceeding, no written statement indicating intent to appear need be filed in advance of actual appearance at any hearing by any person or his attorney.

(b) *Oral arguments.* Within 5 days after release of an order designating an initial decision for oral argument or within such other time as may be specified in the order, any party who wishes to participate in the oral argument shall file a written statement indicating that he will appear and participate. Within such time as may be specified in an order designating any other matter for oral argument, any person wishing to participate in the oral argument shall file a written statement to that effect setting forth the reasons for his interest in the matter. The Commission will advise him whether he may participate. (See § 1.277 for penalties for failure to file appearance statements in proceedings involving oral arguments on initial decisions.)

(c) *Commission counsel.* The requirement of paragraph (b) of this section shall not apply to counsel representing the Commission or the Chief of the Enforcement Bureau.

[28 FR 12450, Nov. 22, 1963, as amended at 67 FR 13223, Mar. 21, 2002]

COMPLAINTS

§ 1.711 Formal or informal complaints.

Complaints filed against carriers under section 208 of the Communica-

47 CFR Ch. I (10-1-10 Edition)

tions Act may be either formal or informal.

INFORMAL COMPLAINTS

§ 1.716 Form.

An informal complaint shall be in writing and should contain: (a) The name, address and telephone number of the complainant, (b) the name of the carrier against which the complaint is made, (c) a complete statement of the facts tending to show that such carrier did or omitted to do anything in contravention of the Communications Act, and (d) the specific relief of satisfaction sought.

[51 FR 16039, Apr. 30, 1986]

§ 1.717 Procedure.

The Commission will forward informal complaints to the appropriate carrier for investigation. The carrier will, within such time as may be prescribed, advise the Commission in writing, with a copy to the complainant, of its satisfaction of the complaint or of its refusal or inability to do so. Where there are clear indications from the carrier's report or from other communications with the parties that the complaint has been satisfied, the Commission may, in its discretion, consider a complaint proceeding to be closed, without response to the complainant. In all other cases, the Commission will contact the complainant regarding its review and disposition of the matters raised. If the complainant is not satisfied by the carrier's response and the Commission's disposition, it may file a formal complaint in accordance with § 1.721 of this part.

[51 FR 16039, Apr. 30, 1986]

§ 1.718 Unsatisfied informal complaints; formal complaints relating back to the filing dates of informal complaints.

When an informal complaint has not been satisfied pursuant to § 1.717, the complainant may file a formal complaint with this Commission in the form specified in § 1.721. Such filing will be deemed to relate back to the filing date of the informal complaint: *Provided*, That the formal complaint: (a) Is filed within 6 months from the date of

Federal Communications Commission.
Marlene H. Dortch,
Secretary.

Final Rules

■ For the reasons discussed in the preamble, the Federal Communications Commission amends 47 CFR part 52 as follows:

PART 52—NUMBERING

■ 1. The authority citation for Part 52 continues to read as follows:

Authority: Secs. 1, 2, 4, 5, 48 Stat. 1066, as amended; 47 U.S.C. 151, 152, 154 and 155 unless otherwise noted. Interpret or apply secs. 3, 4, 201–205, 207–09, 218, 225–27, 251–52, 271 and 332, 48 Stat. 1070, as amended, 1077; 47 U.S.C. 153, 154, 201–05, 207–09, 218, 225–27, 251–52, 271 and 332 unless otherwise noted.

■ 2. Section 52.26 is amended by revising paragraph (a) as follows:

§ 52.26 NANC Recommendations on Local Number Portability Administration.

(a) Local number portability administration shall comply with the recommendations of the North American Numbering Council (NANC) as set forth in the report to the Commission prepared by the NANC's Local Number Portability Administration Selection Working Group, dated April 25, 1997 (*Working Group Report*) and its appendices, which are incorporated by reference pursuant to 5 U.S.C. 552(a) and 1 CFR part 51. *Except that:* Section 7.10 of *Appendix D* and the following portions of *Appendix E:* Section 7, Issue Statement I of *Appendix A*, and *Appendix B* in the *Working Group Report* are not incorporated herein.

* * * * *

■ 3. Section 52.35 is revised to read as follows:

§ 52.35 Porting Intervals.

(a) All telecommunications carriers required by the Commission to port telephone numbers must complete a simple wireline-to-wireline or simple intermodal port request within one business day unless a longer period is requested by the new provider or by the customer. The traditional work week of Monday through Friday represents mandatory business days and 8 a.m. to 5 p.m. represents minimum business hours, excluding the current service provider's company-defined holidays. An accurate and complete Local Service Request (LSR) must be received by the current service provider between 8 a.m. and 1 p.m. local time for a simple port request to be eligible for activation at midnight on the same day. Any simple

port LSRs received after this time will be considered received on the following business day at 8 a.m. local time.

(b) Small providers, as described in the *2009 LNP Porting Interval Order*, must comply with this section by February 2, 2011.

(c) Unless directed otherwise by the Commission, any telecommunications carrier granted a waiver by the Commission of the one-business day porting interval described in paragraph (a) must complete a simple wireline-to-wireline or simple intermodal port request within four business days unless a longer period is requested by the new provider or by the customer.

(d) All telecommunications carriers required by the Commission to port telephone numbers must complete a non-simple wireline-to-wireline or non-simple intermodal port request within four business days unless a longer period is requested by the new provider or by the customer.

(e) For purposes of this section:

(1) The term "telecommunications carrier" includes an interconnected Voice over Internet Protocol (VoIP) provider as that term is defined in § 52.21(h);

(2) The term "local time" means the predominant time zone of the Number Portability Administration Center (NPAC) Region in which the telephone number is being ported; and

(3) The term "intermodal ports" includes

- (i) Wireline-to-wireless ports;
- (ii) Wireless-to-wireline ports; and
- (iii) Ports involving interconnected VoIP service.

■ 4. Section 52.36 is added to read as follows:

§ 52.36 Standard data fields for simple port order processing.

(a) A telecommunications carrier may require only the data described in paragraphs (b) and (c) of this section to accomplish a simple port order request from an end user customer's new telecommunication's carrier.

(b) *Required standard data fields.*

- (1) Ported telephone number;
- (2) Account number;
- (3) Zip code;
- (4) Company code;
- (5) New network service provider;
- (6) Desired due date;
- (7) Purchase order number;
- (8) Version;
- (9) Number portability direction indicator;
- (10) Customer carrier name abbreviation;
- (11) Requisition type and status;
- (12) Activity;

(13) Telephone number of initiator; and

(14) Agency authority status.

(c) *Optional standard data field.* The Passcode field shall be optional unless the passcode has been requested and assigned by the end user.

(d) For purposes of this section, the term "telecommunications carrier" includes an interconnected VoIP provider as that term is defined in § 52.21(h).

[FR Doc. 2010-15073 Filed 6-21-10; 8:45 am]

BILLING CODE 6712-01-P

FEDERAL COMMUNICATIONS COMMISSION

47 CFR Part 90

[WT Docket No. 02-55; DA 10-695]

Improving Public Safety Communications in the 800 MHz Band; New 800 MHz Band Plan for Puerto Rico and the U.S. Virgin Islands

AGENCY: Federal Communications Commission.

ACTION: Final rule.

SUMMARY: This document summarizes the Third Report and Order portion of the Third Report and Order and Third Further Notice of Proposed Rulemaking, which portion establishes a new 800 MHz band plan for the Commonwealth of Puerto Rico (Puerto Rico).

DATES: Effective July 22, 2010.

FOR FURTHER INFORMATION CONTACT: John Evanoff, Policy Division, Public Safety and Homeland Security Bureau, (202) 418-0848.

SUPPLEMENTARY INFORMATION: This is a summary of the Third Report and Order portion of the Commission's Third Report and Order and Third Further Notice of Proposed Rulemaking, DA 10-695, released on April 26, 2010. This summary should be read in conjunction with the summary of the Third Further Notice of Proposed Rulemaking portion of the Third Report and Order and Third Further Notice of Proposed Rulemaking published elsewhere in this issue of the *Federal Register*. The complete text of the Third Report and Order and Third Further Notice of Proposed Rulemaking is available for inspection and copying during normal business hours in the FCC Reference Information Center, Portals II, 445 12th Street, SW., Room CY-A257, Washington, DC 20554. The document may also be purchased from the Commission's duplicating contractor, Best Copy and Printing, Inc., 445 12th Street, SW., Room CY-B402, Washington, DC 20554, telephone (800) 378-3160 or (202) 863-2893, facsimile



Federal Communications Commission

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FCC Encyclopedia

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Wireless Local Number Portability

Wireless local number portability (WLNP) allows wireless subscribers to change service providers within a given location while retaining the same phone number. Wireless consumers who wish to port their phone number must contact the prospective new carrier, who will start the process of porting by contacting the consumer's current carrier.

Wireless local number portability (WLNP) has been available in the U.S. since November 2003 (in the top 100 Metropolitan Statistical Areas (MSAs)) and May 2004 (in the rest of the country). A consumer wishing to port a number should contact the prospective new carrier, who will start the process of porting by contacting the consumer's current carrier. **Commission rules require carriers to port a number when they receive a valid request, and carriers may not refuse to port.** However, consumers are still legally bound by their existing service agreements and should be familiar with any fees they may incur for canceling an existing contract before deciding to port a number to a new carrier.

Federal Communications Commission
445 12th Street SW, Washington, DC 20554
Phone: 1-888-225-5322
TTY: 1-888-835-5322
Fax: 1-866-418-0232
[Contact Us](#)

Privacy Policy	FCC Digital Strategy
Moderation Policy	Open Government Directive
Website Policies & Notices	Plain Writing Act
Required Browser & Plug-ins	2009 Recovery and Reinvestment Act
FOIA	RSS Feeds & Email Updates
No Fear Act Data	

Phone message from OOMA about AT&T blocking porting 847-768-0400

http://www.youtube.com/watch?v=h31_xVzfHU

Youtube video h31__xVzfHU

AT&T Rejections for 847-768-0400

3/22/11 - Rejected Open Pending Order

3/24/11 - Rejected Open Pending Order

3/31/11 - Rejected Open Pending Order

4/04/11 - Rejected Open Pending Order

4/05/11 - Rejected Missing Order Information

4/06/11 - Rejected Open Pending Order

4/06/11 - Rejected Open Pending Order

4/20/11 - Rejected Open Pending Order

FCC 10-85 Appendix C

The old service provider MUST respond to the LSR within 4 business hours with a FOC (if it receives a COMPLETE & ACCURATE LSR) or a REJECTION (if it receives an INCOMPLETE and/or INACCURATE LSR)

Jim Chelmowski

From: Bill Stettiner [Bill.Stettiner@ooma.com]
Sent: Thursday, April 28, 2011 3:24 PM
To: Jim Chelmowski
Subject: RE: my contact info

What do you need sir?
Will this work?

PON #8477680400
Carrier Order #2268537
PSR #1122015

- » ORDER ACCEPTED 2011-03-18
- » LSR SENT 2011-03-21
- » OPEN PENDING ORDER WITH ILEC(QUERY) 2011-03-22
- » OPEN PENDING ORDER WITH ILEC(QUERY) 2011-03-24
- » ORDER ACCEPTED 2011-03-30
- » LSR SENT 2011-03-30
- » OPEN PENDING ORDER WITH ILEC(QUERY) 2011-03-31
- » OPEN PENDING ORDER WITH ILEC(QUERY) 2011-04-04
- » MISSING ORDER INFORMATION - CONTACT CARRIER SUPPORT(QUERY) 2011-04-05
- » OPEN PENDING ORDER WITH ILEC(QUERY) 2011-04-06
- » ORDER ACCEPTED 2011-04-06
- » OPEN PENDING ORDER WITH ILEC(QUERY) 2011-04-06
- » ORDER ACCEPTED 2011-04-19
- » LSR SENT 2011-04-19
- » OPEN PENDING ORDER WITH ILEC(QUERY) 2011-04-20
- » WHOLESALE CLIENT CANCELLATION REQUEST(REJECT) 2011-04-26

Also, please understand that in the end you will be able to port your number, but I doubt that ATT will be fined or damaged in any other way?

Sincerely,

Subject

Porting Rejection

Discussion Thread**Response (Florence)**

03/22/2011 11:51 AM

Dear James,

We have recently received a rejection on your porting request for a work order on the account.

If you no longer have a work order on your account, you will need to get a confirmation number that the work order was removed from your account. If there is still a work order on your account, you will need to have it removed. You will then need to email us the confirmation number, so that we can provide it to our local exchange carrier and they can prove to your carrier that the numbers are no longer on the account.

Please keep in mind, if you have DSL on the same number that you requested to port, you will lose your internet connection when your number is ported. Ooma will not work without a broadband connection, so this is a friendly reminder to ensure you do not experience any down time.

Please remember not to cancel your phone service with your previous provider associated with this phone number until we send you confirmation that your porting process has been completed.

Please be aware that you may experience downtime the day the port is being completed.

If you have further questions or require additional clarification, please write me back and I will respond to you as quickly as possible, usually the same day. Your satisfaction is important to us, and I will make sure we bring this to resolution consistent with your expectations. If it's more convenient, you can also visit our support website <http://www.ooma.com/support> and check out our wide variety of helpful articles that may answer any additional questions that might come up in the future.

Thank you for choosing Ooma!

Sincerely,

Florence

Ooma Provisioning Specialist
<http://www.ooma.com/support>
loa@ooma.com

Customer By Email (James)

04/18/2011 12:31 PM

Please let me know if the 3 rd request with through last week as we discussed with my old bill

From: Ooma Care Support [mailto:Support@Oomacare.com]

Sent: Friday, April 15, 2011 9:47 AM

To: chelmowski@comcast.net

Subject: Porting of 847-768-0400 [Incident: 110415-000080]

Response (Florence)

04/15/2011 10:41 AM

Dear James,

Good day! Thank you for contacting Ooma Customer Care.

We apologize for the inconvenience this porting may have caused you. As much as we want to port your number, we are not able to continue with the process since you have a pending work order on your account (account issues, unpaid bills, pending changes) with ATT WIRELESS.

Unless that wok order has been removed, your port request will remain rejected. Kindly contact your provider and have it removed and get a confirmation number for the removal so that when we resubmit your request, we will have proof.

If you have any questions, please feel free to reply to this email or you may also visit our support website <http://www.ooma.com/support>. Here, you will find helpful articles and easy-to-use tips on all things Ooma.

Sincerely,

Florence

Ooma Provisioning Specialist

<http://www.ooma.com/support>

loa@ooma.com

Subject

Porting Rejection

Discussion Thread**Response (Amber)**

04/21/2011 10:58 AM

Dear JAMES,

We have recently received a rejection on your porting request for a work order on the account.

If you no longer have a work order on your account, you will need to get a confirmation number that the work order was removed from your account. If there is still a work order on your account, you will need to have it removed. You will then need to email us the confirmation number, so that we can provide it to our local exchange carrier and they can prove to your carrier that the numbers are no longer on the account.

Please remember not to cancel your phone service with your previous provider associated with this phone number until we send you confirmation that your porting process has been completed.

Please be aware that you may experience downtime the day the port is being completed.

If you have further questions or require additional clarification, please write me back and I will respond to you as quickly as possible, usually the same day. Your satisfaction is important to us, and I will make sure we bring this to resolution consistent with your expectations. If it's more convenient, you can also visit our support website <http://www.ooma.com/support> and check out our wide variety of helpful articles that may answer any additional questions that might come up in the future.

Thank you for choosing Ooma!

Sincerely,

Amber
Ooma Provisioning Specialist
<http://www.ooma.com/support>
loa@ooma.com

300: Remove Workorder

Pending Order on Account:

You will need to contact your current phone provider and get a confirmation number that the order has completed, or removed and is no longer on the account. You will then need to email us (loa@ooma.com) the Confirmation Number, so that we can provide it to the local exchange, and they can prove to your current provider that the order is no longer on the account.

Please remember, that both the FCC (Federal Communications Commission) and your state or local PUC (Public Utilities Commission) regulate telephone service, and number portability. They also settle disputes between telephone service providers and you (the consumer). Ooma as a VOIP Service Provider does not have any rights that are protected by either the FCC or the PUC in this process.

Link to FCC Consumer Complaint Form <http://esupport.fcc.gov/complaints.htm>

You can also contact your local office of the Public Utilities Commission (PUC). Both the FCC and your local PUC will contact everyone involved in the porting of your number, and demand all the background information.

Please note. Any complaint you file, (FCC, PUC Informal, PUC Formal) will cause everyone involved (Ooma, the Local Exchange, Your Current Carrier) in this number port to have to explain their actions. No matter where the problem is, it will be identified and rectified.

310: Confirmation Number

Confirmation Number Required:

You will need to contact your current phone provider and get a confirmation number that the order has completed, or removed and is no longer on the account. You will then need to email us (loa@ooma.com) the Confirmation Number, so that we can provide it to the local exchange, and they can prove to your current provider that the order is no longer on the account.

Please remember, that both the FCC (Federal Communications Commission) and your state or local PUC (Public Utilities Commission) regulate telephone service, and number portability. They also settle disputes between telephone service providers and you (the consumer). Ooma as a VOIP Service Provider does not have any rights that are protected by either the FCC or the PUC in this process.

Link to FCC Consumer Complaint Form <http://esupport.fcc.gov/complaints.htm>

You can also contact your local office of the Public Utilities Commission (PUC). Both the FCC and your local PUC will contact everyone involved in the porting of your number, and demand all the background information.

Please note: Any complaint you file, (FCC, PUC Informal, PUC Formal) will cause everyone involved (Ooma, the Local Exchange, Your Current Carrier) in this number port to have to explain their actions. No matter where the problem is, it will be identified and rectified.

920: Special/Other

There is an issue with your porting request. Please contact Ooma Support at 888-711-6662 for more information.

930: LEC Issue

There is an issue at the local exchange that services your number. We have contacted them, and asked them for more information. Ooma is currently waiting for a response from the local exchange.

950: LEC - Pending Response

We have forwarded your porting request to the local exchange that services your number. They have not gotten back to us yet. We have contacted them, and asked them for more information. Ooma is currently waiting for a response from the local exchange.

Ex-0009

PON	CO.ID	TP ID	TYP	ACT	VER	SUP	Requested Due Date	DATE Received	EMPLOYEE STATUS DATE	ORDER STATUS
8477680000LM	OAI	OAI	C	N		1 Cancel	12/28/2009	2/5/2010 12:00	jhermande	2/5/2010 11:55 CANCELLED
8477680000LM	OAI	OAI	C	N		1 Cancel	12/28/2009	2/4/2010 9:28	jhermande	2/4/2010 9:28 SUP_ACCEPTED
8477680000LM	OAI	OAI	C	N			12/28/2009	12/16/2009 10:44	jhermande	12/16/2009 10:44 LSR_REJECTED
8477680000LM	OAI	OAI	C	N			12/28/2009	12/14/2009 14:55	jhermande	12/14/2009 14:54 LSR_SUBMITTED
8477680000LM	OAI	OAI	C	N			12/28/2009	12/10/2009 22:11	jhermande	12/10/2009 22:11 ACCEPTED
8477680000LM	OAI	OAI	C	N			12/28/2009	12/10/2009 22:05	jhermande	12/10/2009 22:05 RECEIVED
PON	CO.ID	TP ID	TYP	ACT	VER	SUP	Requested Due Date	DATE Received	EMPLOYEE STATUS DATE	ORDER STATUS
8477680400RJ	OAI	OAI	C	N		2 Cancel	1/29/2010	3/3/2010 16:35	jhermande	3/3/2010 16:33 CANCELLED
8477680400RJ	OAI	OAI	C	N		2 Cancel	1/29/2010	3/2/2010 15:23	jhermande	3/2/2010 15:23 SUP_ACCEPTED
8477680400RJ	OAI	OAI	C	N		1 Other	1/29/2010	1/21/2010 11:08	jhermande	1/21/2010 11:08 LSR_REJECTED
8477680400RJ	OAI	OAI	C	N		1 Other	1/29/2010	1/14/2010 17:41	jhermande	1/14/2010 17:41 SUP_ACCEPTED
8477680400RJ	OAI	OAI	C	N		1 Other	1/29/2010	1/14/2010 17:31	jhermande	1/14/2010 17:31 RECEIVED
8477680400RJ	OAI	OAI	C	N			12/28/2009	12/16/2009 10:45	jhermande	12/16/2009 10:45 LSR_REJECTED
8477680400RJ	OAI	OAI	C	N			12/28/2009	12/14/2009 15:00	jhermande	12/14/2009 14:55 LSR_SUBMITTED
8477680400RJ	OAI	OAI	C	N			12/28/2009	12/10/2009 21:32	jhermande	12/10/2009 21:32 ACCEPTED
8477680400RJ	OAI	OAI	C	N			12/28/2009	12/10/2009 21:29	jhermande	12/10/2009 21:29 RECEIVED

Creation Date	TYPE	Category	Subscriber	Created By
02/04/2010 16:43:31	CM - Interaction	CRM	- -	30145 - CLARIFY CRM
System Text:		User Text:		
CM - Interaction	:CLARIFY:: INTERACTION ACTION: CASE; ID: CM20100204_8620788 NEED: DEVICE/WLNP INQUIRY OR PROBLEM/WLNP ISSUE NOTES: CREATED ON: 2010-02-04 17:42:25.0 CREATED BY: TB1352 (BURSE, TENE) CALLER: JIM CHELMOWSKI;OWNER;847 744-5626;VERIFIED WITH ACCOUNT OWNER SSN; . THE WORKING USER ID IS :TB1352			
02/04/2010 16:43:20	CM - Case	CRM	- -	30145 - CLARIFY CRM
System Text:		User Text:		
CM - Case	:CLARIFY:: CASE CASE ID: CM20100204_8620788 CREATED ON: 2010-02-04 17:42:15.0 CREATED BY: TB1352 (BURSE, TENE) CALLER: JIM CHELMOWSKI TYPE: OOP/NON-REGULATORY/AT&T WIRELESS SUBSCRIBER PRIORITY: NORMAL STATUS: SOLVING SLA: 2010-02-16 17:42:15 . THE WORKING USER ID IS :TB1352			
02/04/2010 16:39:55	Upg Elg Check Result	SUB	847-744-5626	30145 - CLARIFY CRM
System Text:		User Text:		
Equipment Upgrade Eligibility Check. Last Upg Date: 01/13/2009. Last Early Upg Date: None. USC: AAA.	Standard Upgrade: Result:Not eligible. Reason:Past Due, Recent Upgrade/Activation - PT. Future Elig Date:06/14/2010. iPhone 3G Standard Upgrade: Result:Not eligible. Reason:Past Due, Recent Upgrade/Activation - PT. Future Elig Date:06/14/2010.			
02/04/2010 16:36:38	Office of the Pres	COLL	847-744-5626	25775 - TENE BURSE
System Text:		User Text:		
OOP Escalation	OOP: I left a message for Mr. Chelmowski to contact the OOP regarding the previous notes. OOP has declined to offer compensation. The port was incomplete due to the information provided from the other service provider being incomplete. Port request is only held for 14 days. So new port request is required if Mr. Chelmowski would still like to port his numbers. Tene Burse/oop			
02/04/2010 16:32:47	Office of the Pres	COLL	847-744-5626	25775 - TENE BURSE
System Text:		User Text:		
OOP Escalation	OOP: I received a call from Mr. Chelmowski upset that his numbers did not port and now its too late. So Mr. Chelmowski is requesting compensation from AT&T for equipment he purchased from the other service provider. I spoke with pac and found that the port request failed due to incomplete information per OSP. Tene Burse/oop			
02/04/2010 16:31:47	CM - Interaction	CRM	- -	30145 - CLARIFY CRM
System Text:		User Text:		
CM - Interaction	:CLARIFY:: INTERACTION ACTION: ONE AND DONE NEED: WLNP - PORT OUT/OTHER CARRIER/CHECK PORT STATUS RESOLUTION: ADVISED NSP WITH NEEDED INFO NOTES: CREATED ON: 2010-02-04 17:30:25.0 CREATED BY: CB099Y (BLAIR, CARLIN) CALLER: JIM CHELMOWSKI;OWNER;847 768-0000;VERIFIED WITH ACCOUNT OWNER SSN; . THE WORKING USER ID IS :CB099Y			
02/04/2010 16:13:42	Upg Elg Check Result	SUB	847-768-0000	30145 - CLARIFY CRM
System Text:		User Text:		
Equipment Upgrade Eligibility Check. Last Upg Date: 03/02/2008. Last Early Upg Date: None. USC: LLL.	Standard Upgrade: Result:Not eligible. Reason:Past Due - P. Future Elig Date:None. iPhone 3G Standard Upgrade: Result:Not eligible. Reason:Past Due - P. Future Elig Date:None.			



AT&T LNP Port Out Procedures

3.0 LSR Overview

The following are the procedures associated with requesting an LNP Port Out from AT&T. These procedures will be used for requesting LNP Port Outs where TNs reside on AT&T's network as UNE-L, T1 or facilities based. When procedures differ between the AT&T Digital Link, AT&T Local Network Services and AT&T Consumer VoIP, the difference is clearly indicated; otherwise, they should be assumed to be the same for AT&T Digital Link, AT&T Local Network Services and AT&T Consumer VoIP. Requests for TN's residing on the Incumbent LEC (ILEC) network and being resold to AT&T under an UNE-P configuration will be rejected and should be directed to the ILEC.

To determine whether a port out request should be directed to AT&T Digital Link or AT&T Local Network Services / AT&T Consumer VoIP, the gaining LEC should check NPAC to verify the SPID of the current service provider for the telephone number[s] (TNs) to be ported. The AT&T Digital Link SPID is 7421; AT&T Local Network Services and AT&T Consumer VoIP SPID is 7125. If there is not an active record at NPAC, the gaining LEC should check the OCN in the LERG to determine whether AT&T Digital Link or AT&T Local Network Services / AT&T Consumer VoIP is the current service provider. Requests should be sent to the applicable contacts identified below.

[LSR Process](#)
[LSR Order Transmittal](#)
[LSR Center Hours of Operation](#)
[LSR Order Status](#)
[LSR Email/FAX Forms](#)
[LSR Confirmation and FOC Response](#)
[Port Order Interval](#)
[Supplemental Order](#)
[Cancellation Requests](#)
[Porting DID Numbers](#)
[3 Way Porting INLP](#)
[Partial Port Outs](#)
[Cutover Support \(10-Digit Trigger / Coordinated Hot Cut\)](#)
[Expedites](#)
[LERG](#)
[Line Information Database and CARE](#)
[Directory Assistance/ Directory Listings](#)
[E911](#)
[Limitations](#)
[ADL \(SPID 7421\) Disconnect Desk](#)
[Escalation Contacts](#)

3.1 LSR Process

The following outlines the LSR porting process.

PLEASE NOTE: For ADL (SPID 7421), if the customer is completely disconnecting AT&T ADL (Local, T1 and LD), in addition to sending an LSR, the ADL Disconnect Desk must be contacted. See section 3.21 for details.

*Note 2: This process is also used to initiate a **Code Migration Out**, with the exception of steps 7 through 12. When submitting the LSR, please indicate, in the 'Remarks' section, "Code Migration Out".*

Step	Responsibility	Activity
1.	New LSP	Completes LSR and sends it to AT&T's center. (Please see section 3.2.)
2.	AT&T	Receives LSR and reviews for accuracy and completeness. If error, GO TO STEP 3. If correct, GO TO STEP 5.
3.	AT&T	Rejects LSR request and provides reason for reject.
4.	New LSP	Corrects errors and re-submits LSR to AT&T. GO TO STEP 2
5.	AT&T	Will return a LSR confirmation with Due Date and order number within 24 hours (Local Network Services / Consumer VoIP) and 48 hours (ADL) .
6.	AT&T	Issues necessary internal orders to port away TNs.
7.	New LSP	Submits Pending Port Request Subscription
8.	AT&T	Will issue a Confirmation Request (optional)
9.	AT&T	Will initiate an Unconditional Ten Digit Trigger 24 hours prior to port date. If Coordinated Hot Cut is desired, GO TO STEP 13
10.	New LSP	Completes Port Request If port date will be missed a supplement or cancellation is expected. (Please see section 3.9 or 3.10.)
11.	AT&T	Removes translations, unlocks E911, sends care records.
12.	New LSP	Locks E911, sends care records

Orders requesting CHCs will follow the same process flow as non-CHC requests. However, the following steps should be followed starting on the day before the due date.

Step	Responsibility	Activity
13.	New LSP	Contact AT&T 24 hours prior to due date to confirm readiness.

Ex-0012

14.	New LSP	Contact AT&T at negotiated time on due date to initiate order activity.
15.	AT&T	Work with New LSP to complete order activity and help resolve any troubles. NOTE: If New LSP does not contact AT&T on due date and time, order activity will not be worked. AT&T will: <ul style="list-style-type: none"> • Send jeopardy notification to New LSP • Place order on hold for 1 business day If New LSP does not respond to jeopardy notification, • AT&T will cancel order and may apply appropriate ancillary charges.

[Return to Top](#)

3.2 LSR Order Transmittal

AT&T requires that the requesting LSP completes a Local Service Request (LSR) form and returns it to one of the AT&T Center as follows:

AT&T Digital Link (SPID 7421)

Online Submission (<i>Preferred method</i>)	http://www.att.com/lnp/lsr.html
Fax (<i>form</i>)	(281) 664-9215

AT&T Local Network Services and AT&T Consumer VoIP (SPID 7125)

On-Line Submission (<i>Required method</i>)	http://www.att.com/lnp/lsr.html
For inquiries, please use the following email address:	mailto:lnpolsr@ems.att.com

AT&T requires that the LSP obtain a Letter of Authorization (LOA) from the end-user prior to submitting an LSR (or other means as required by applicable laws and rules.)

[Return to Top](#)

3.3 LSR Center Hours of Operation

The hours of operation for the AT&T Local Business LSRs:

AT&T Digital Link (SPID 7421)

Monday - Friday **8:00 AM ET to 10:00 PM ET**

Holiday Closings: New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day (and the following Friday), and Christmas Day.

AT&T Local Network Services and AT&T Consumer VoIP (SPID 7125)

Monday - Friday **8:00 AM ET to 5:00 PM ET**

Holiday Closings: New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day (and the following Friday), and Christmas Day.

[Return to Top](#)

3.4 LSR Order Status

Questions should be directed during normal business hours to:

AT&T Digital Link (SPID 7421)

Customer Care	877-641-3409
---------------	--------------

AT&T Local Network Services and AT&T Consumer VoIP (SPID 7125)

LSRC Hotline (404) 486-8224

Note: AT&T employees do not have the authority to issue "verbal FOCs."

[Return to Top](#)

3.5 LSR Email/FAX Forms

AT&T requires OBF Local Service Request LSOG version 6 for a Port Out request sent by a gaining LEC.

- LSR Form
http://www.att.com/lnp/downloads/local_service_form.pdf
- End User Form
http://www.att.com/lnp/downloads/enduser_info_form.pdf
- Number Portability Form
http://www.att.com/lnp/downloads/num_port_form.pdf

LSRs must reflect the logo/name of the LEC submitting the port out request.

[Return to Top](#)

3.6 LSR Confirmation and FOC Response

Upon receipt of a complete and accurate LSR, the regional office will issue a local service confirmation via fax. AT&T will return on the FOC response, a confirmation service order number (ORD), firm order commitment (FOC) date, or due date and associated AT&T contact, should a concurrence in NPAC be required in escalation cases. Cutover support is provided via this service order number and contact information provided by AT&T on the FOC.

LSR Processing Interval

The LSR Confirmation will be sent within **24 hours for Business Local Network Services and Consumer VoIP**, and **48 hours for ADL** of a receipt of the clean LSR. AT&T's response interval does not begin until a complete and correct LSR is received from the LEC. LSRs received by the centers after **3:00 PM** local time at the center will be counted as having been received on the following business day. If no contact has been received in the specified time frame, a follow up call to the appropriate center to inquire about the status of the service request should be made.

Note that this does not include intervals when 3rd party providers are involved.

Rejects

If the LSR is not complete or accurate, a reject will be sent back to the LEC. This form will contain an explanation of the discrepancy and will be sent within **24 hours for Business Local Network Services and Consumer VoIP**, and **48 for hours ADL** of a receipt of the LSR.

[Return to Top](#)

Ex-0013

3.7 Port Order Interval

As noted previously, the interval does not begin until AT&T has received a clean service request from the LEC. If the service request is not received by 3:00 PM local time, the due date is moved out by one business day, if necessary.

Once the FOC is returned, AT&T's interval for processing port outs are:

AT&T Digital Link (SPID 7421):

- **5 business days** for any amount of TNs after FOC.
- ISDN intervals are on an individual case basis.

AT&T Local Network Services and AT&T Consumer VoIP (SPID 7125):

- **3 business days** for any amount of TNs after FOC.
- Projects intervals are on an individual case basis. (LSRs ranging more than 5000 lines and can include multiple location accounts totaling the same quantities.)

[Return to Top](#)

3.8 Supplemental Order

The gaining LEC must issue a supplemental order to AT&T to identify any changes in due dates, as well as changes or corrections to information provided on the original port out LSR. A supplemental order can only be sent after the original LSR has been confirmed, with a LSRC.

Supplemental orders will be accepted by AT&T up until 4 hours before the confirmed due date and time. This will ensure that the supplement order is worked expeditiously.

Changes to the original request that add an activity or additional numbers may impact the confirmed due date.

If a cutover is not complete by the confirmed due date and AT&T does not receive a supplemental order within 48 hours after the confirmed due date, the original port-out request will be canceled. The LSP will be notified of the cancellation.

[Return to Top](#)

3.9 Cancellation Requests

AT&T accepts cancellation of a Local Order via re-send of LSR, up until 4 hours before the confirmed due date/time.

[Return to Top](#)

3.10 Porting DID Numbers

AT&T allows porting of DID blocks.

[Return to Top](#)

3.11 3 Way Porting INLP

AT&T Local Network Services supports porting customers that have an existing arrangement with Local Network Services and an ILEC. In a 3 Way Porting situation all customer TNs, including the Local Network Services numbers associated with the ILEC's provision RCF (remote call forwarding), must be included on the LSR. Both FOC interval and overall interval will be negotiated as a project.

[Return to Top](#)

3.12 Partial Port Outs

AT&T supports partial port outs where the end user elects to convert only a subset of their TNs to another service provider and retains some portion of TNs with AT&T. AT&T requests that the Full/Partial port indicator is populate in order to assist AT&T identify the port requests intent. LSRs requesting a disconnect of some of the end user's TNs are no longer acceptable. In other words, *AT&T will not disconnect unwanted TNs identified on a LSR port request*. The end user customer will need to contact AT&T directly (identified on their bill) in order to make arrangements for disconnecting any unwanted TNs.

If the customer's BTN is being ported out, AT&T Business Local Network Services and AT&T Consumer VoIP require that a new BTN for the remaining TNs must be specified on the LSR.

[Return to Top](#)

3.13 Cutover Support (10-Digit Trigger / Coordinated Hot Cut)

AT&T Local Network Services, AT&T Consumer VoIP support Unconditional Ten Digit Trigger. Where technically feasible, AT&T will apply the ten-digit trigger to all TNs being ported out. The trigger is applied prior to the due date and removed after the due date.

When Triggers are not available, (due to switch/equipment limitations or customer preference), Coordinated Hot Cuts will be the only other option for performing port-outs.

AT&T Digital Link supports Coordinated Hot Cuts (CHC). This term describes a combined simultaneous effort between local service providers and customers to perform the completion of a local service request order. CHCs will be initiated by a phone call from the NSP to AT&T at the pre-arranged, agreed upon time for the port to occur. Should the NSP fail to call AT&T at the pre-arranged, agreed upon time, AT&T will issue notice to the NSP of a missed CHC, and keep the window open for 2 hours to complete the CHC. After 2 hours, the NSP will be required to submit a new LSR, and establish a new date and time for the CHC.

Translations for AT&T Digital Link (ADL) numbers are removed from the AT&T Switch the day after the port is complete (Due Date plus 1) by Noon EST.

[Return to Top](#)

3.14 Expedites

AT&T will consider support of expedited port out interval on an individual case basis (via LSR with the expedite field populated) with particular focus on preventing emergency services (911, Police, Fire, Ambulance or Medical Facilities) from being out of service. However, this does not guarantee that shortened intervals can be met. If the New LSP is requesting an expedite, the LSP must call the appropriate center after sending the LSR via facsimile. This will enable AT&T to immediately start the ordering process. Once called, AT&T will assess the feasibility and respond with the appropriate due date.

[Return to Top](#)

3.15 LERG

AT&T marks as portable those NXXs that are available for porting in our switches and in the LERG.

[Return to Top](#)

3.16 Line Information Database and CARE

The gaining LEC is responsible for any LIDB or CARE updates that may be required in connection with the port out.

[Return to Top](#)

3.17 Directory Assistance/ Directory Listings

AT&T does not require a Directory Services Request (DSR) for port outs. The gaining LEC is responsible for contacting and coordinating with the responsible carrier

Ex-0014

Personal Business About AT&T



AT&T Customer Service Record (CSR)

2.0 CSR Overview

AT&T will provide a Local Customer Service Record (CSR) for TN's associated to the following platform types, UNE-P, UNE-L, VoIP, T1 and Facility based. When an LSP requests a CSR for an AT&T local customer, the Requesting LSP must complete the Customer Service Information Request (CSIR) form. The form can be filled out and submitted online at <http://www.att.com/lnp/csir.html>. Alternately, the Requesting LSP can also send it via e-mail or fax to AT&T. AT&T will accept CSR requests from LSPs acting as an authorized agent for the customer. The LSP must have a Letter of Authorization (LOA) and retain it on file. AT&T will provide the Customer Service Record via e-mail or fax to the originator of the CSR request provided the mandatory fields on the CSIR form are complete. AT&T CSRs will be returned to the originator with the Line, Features and Directory Listing Information. *(For a sample of the CSIR form, see section 8.0 of this handbook).*

Note: After obtaining the CSR from AT&T and the requested TN's are identified as being provided under UNE-P, LSR requests should be sent to the Incumbent LEC.

[CSR Process](#)
[CSR Order Transmittal](#)
[CSR Center Hours of Operation](#)
[CSIR Order Status](#)
[CSIR Email/FAX Form](#)
[Sample CSIR Form](#)
[CSR Response](#)
[Escalation Handling](#)

2.1 CSR Process

The following process outlines the necessary steps for the new LSP to obtain an AT&T CSR.

Step	Responsibility	Activity
1.	New LSP	New LSP completes the CSIR form
2.	New LSP	Submits online, E-Mails or Faxes the CSIR form to AT&T (see Section 2.2 - CSR Order Transmittal).
3.	AT&T	Receives and logs CSIR request. Reviews CSIR for completeness and accuracy. ???If error or incomplete, GO TO STEP 4. ???If accurate and complete, GO TO STEP 6.
4.	AT&T	Rejects CSIR via email to the Requesting LSP with the reason why the request was rejected.
5.	New	LSP Must make corrections and submit the CSIR again. GO TO STEP 3.
6.	AT&T	Gathers customer record information and provides the CSR.
7.	AT&T	Delivers the CSR to originator via e-mail, fax, US Mail and logs the completion.

[Return to Top](#)

2.2 CSR Order Transmittal

The AT&T Business and AT&T Consumer VoIP Services CSR Center is the Single Point of Contact (SPOC) for all AT&T Local Business and AT&T Consumer VoIP Services CSR requests. Contact this center as follows:

To Request a CSR, send CSIR to:

On-Line Submission (<i>preferred method</i>)	http://www.att.com/lnp/csir.html
E-Mail (<i>form</i>)	mailto: RM-dallascsr03@ems.att.com
Fax (<i>form</i>)	(281) 664-5360

[Return to Top](#)

2.3 CSR Center Hours of Operation

The hours of operation for the AT&T Local Business and AT&T Consumer VoIP CSR Center are:

Monday - Friday 8:00 AM ET to 6:00 PM ET

Holiday Closings: New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day (and the following Friday), and Christmas Day.

[Return to Top](#)

2.4 CSIR Order Status

To Request the Status of a CSR:

- CSR Agents (404) 486-8226

[Return to Top](#)

2.5 CSIR Email/FAX Form

AT&T requires the following Fax Form to be sent by the gaining LEC.

- http://www.att.com/lnp/downloads/custservice_info_form.pdf

[Return to Top](#)

2.6 Sample CSIR Form

A sample CSIR form can be found on the following page

Ex-0015

- http://www.att.com/lnp/downloads/sample_csir.pdf

[Return to Top](#)

2.7 CSR Response

The CSR Package returned to the requestor will contain the following information from AT&T:

- Line Information
- USOC Information (Features), as applicable
- Directory Listing Information, as applicable

CSR Processing Interval

The interval for returning CSR information will be **3 business days**.

Note: The interval clock begins at the start of the next business day for CSR requests received after **3 PM (ET)**.

Multiple or Complex CSRs may require Negotiations between the LSP and the AT&T Local Business Services CSR Center.

Rejects

CSR requests that cannot be processed will be rejected to the requestor of the CSR within 3 business days of AT&T receiving CSIR form. The Reject Reasons will be listed on the original CSIR form returned to the CSR requestor as follows:

Reject Reason	Reject Code
Account Tel. No. and/or Customer Location Not Found	001
Account Tel No. Not AT&T	002
Incomplete - Incorrect information provided	003
Requested LOA - No Response	004
Customer Supplied Account Information For requested Account Does Not Match Active Account	018
Account Exceeds maximum Page or fax Limit (20 Pages)	052
Duplicate	200
Requestor Cancelled	201
Required Requesting Company Contact Information Incomplete or LOA Box Not Checked	501

[Return to Top](#)

2.8 Escalation Handling

The guidelines for escalations are:

- Requesting LSP did not receive the CSR (s) within standard interval.
- Allow 2-hour intervals for response at each level of escalation.

When it is necessary to escalate, the LSP should contact the AT&T Local Business / AT&T Consumer VoIP CSR Center and provide the following information:

- LSP Contact Name and Telephone Number
- BTN
- Customer Name
- Date CSIR was E-Mailed / Faxed to AT&T
- Description/Reason for escalation

Once contacted, the CSR Representative will investigate to determine the status of the original CSR request. AT&T will provide status within 2 - 3 business hours of receiving the initial escalation contact.

Escalation Contacts

Escalations should be directed, during normal business hours, as follows:

First point of contact	CSR Agent	(404) 486-8226
Second point of contact	Rebecca Medlin	(404) 486-6052
Third point of contact	Khuram Javed	(404) 486-6836

[Return to Top](#)

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36 USC 220506



or directory assistance listing provider any DA/DL changes that may be required in connection with the port out.

AT&T will send a disconnect record to remove the record when the port request is identified as wireline to wireless.

The AT&T Digital Link (SPID 7421) and AT&T Local Network Services (SPID 7125) Business DA/DL "Hotline" for post-cutover account resolution is 877-295-6918.

The AT&T Consumer VoIP (SPID 7125) DA/DL "Hotline" for post-cutover account resolution is 866-596-8464.

[Return to Top](#)

3.18 E911

AT&T has adopted E911 NENA standards and will be able to process Unlocks (U) and Migrates (M) through SCC.

AT&T will send an unlock record to the ALI database to remove the ported number once the order is posted as complete. It is expected that the Unlock will be sent on the order due date. The gaining LEC will send a Migrate to the E911 ALI database to update the ALI record.

AT&T will send a disconnect record to the ALI database to remove the record when the port request is identified as wireline to wireless.

[Return to Top](#)

3.19 Limitations

AT&T does not support porting TNs outside the customer's rate center, per industry standards.

Note, AT&T only supports porting 'working numbers.'

[Return to Top](#)

3.20 ADL (SPID 7421) Disconnect Desk

The ADL Disconnect Desk must be contacted if the customer is porting away all their numbers and want their AT&T T1 and AT&T Long Distance service disconnected.

Web Portal	https://smallbusiness.bellsouth.com/enterprise_disconnects.aspx
Business Direct	https://www.businessdirect.att.com/portal/index.jsp

[Return to Top](#)

3.21 Escalation Contacts

The guidelines for handling escalations are:

- The order activity was not completed by the confirmed due date and time.
- The FOC was not received within the required timeframe.
- NPAC conflict message needs to be resolved.
- Allow 2-hour intervals for response at each level of escalation.

If an escalation is necessary, the LSP should call the appropriate center:

AT&T Digital Link (SPID 7421)

Escalations should be directed, during normal business hours, as follows:

First point of contact:	Customer Care	(877) 641-3409
Second point of contact:	Steve Driskell	(404) 486-6286
Third point of contact:	Rick Cook	(404) 486-1595
Fourth point of contact:	Jeff Crosby	(916) 830-5001

AT&T Local Network Services (SPID 7125)

For AT&T Local Network Services on LSR status or confirmation issues pre-FOC

First point of contact	Listed on the LSRC in 'REP' field	
	LSRC Hot Line	(404) 486-8224
Second point of contact	Emma Anderson	(404) 486-1850
Third point of contact	Rick Cook	(404) 486-1595
Fourth point of contact	Jeff Crosby	(916) 830-5001

For AT&T Local Network Services Provisioning on translation or concurrence issues post-FOC

First point of contact	LNP Tier 2 Support Hotline	(303) 294-6804
Second point of contact	Jill Gessner	(303) 294-6657
Third point of contact	Heather Noto	(303) 294-6730
Fourth point of contact	Jeff Crosby	(916) 830-5001

[Return to Top](#)

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SureWest - Kansas/Missouri Operations

Local Number Portability (LNP) Position Paper

Local Number Portability

SureWest ports telephone numbers (TNs) in accordance with applicable Regulatory Rules and Industry Guidelines.

LSR Requirements (Wireline)

Simple Ports – the FCC defines Simple Ports as, those ports that: (1) do not involve unbundled network elements; (2) involve an account only for a single line; (3) do not include complex switch translations (e.g., Centrex, ISDN, AIN services, remote call forwarding, or multiple services on the loop); and (4) do not include a reseller. FCC 07-188 reference: Intermodal Number Portability FNPRM, 18 FCC Rcd at 23715, para. 45 n.112 (citing North American Numbering Council Local Number Portability Administration Working Group Third Report on Wireless Wireline Integration, Sept. 30, 2000, CC Docket No. 95-116 (filed Nov. 29, 2000)).

Non-Simple Ports - per the FCC, Non-Simple Ports include; a port that involves porting multiple telephone numbers, a single telephone number from a multi-number account, and/or an account that has complex switch services or features. Complex Ports and Projects are Non-Simple Ports.

See, e.g., NORTH AMERICAN NUMBERING COUNCIL (GUIDE TO PORTING A TELEPHONE NUMBER) LNPA WG Report to NANC

SureWest Porting Interface

SureWest operates a Local Number Portability (LNP) web interface called the “SureWest Port Tool.” The SureWest Port Tool is the single method in which SureWest, as the Old Service Provider (OSP) accepts LNP orders (effective 02/28/2011) for the following SureWest Old Service Provider (OSP) companies:

In Kansas

SureWest Kansas Licenses, LLC (OCN 3915, SPID 3915)

In Missouri

SureWest Kansas Licenses, LLC (OCN 3991, SPID 3915)

Each carrier porting numbers from SureWest will need to appoint a SureWest Port Tool administrator, and have that administrator contact SureWest to establish authorized access to the SureWest Port Tool. Carriers’ administrators can then assign staff/users needing access to the SureWest Port Tool. The tool is simple to learn and easy to use, with the added feature of having online documentation and help.

For more information about the SureWest Port Tool and/or to establish your administrative carrier user name and logon, please contact:

Kansas/Missouri LNP

Debbie R Morse

email: debbie.morse@surewest.com

(913) 322-9742

Porting Responses from SureWest

Porting responses, including Firm Order Confirmation (FOC), Rejects, etc, are provided via electronic mail.

Basic LNP Requirements

- * The NSP must indicate they are in possession of a letter of authorization (LOA) from the end user customer.
- * Port-Out Requests for Business accounts must contain a Valid Auth Contact Name.
- * Telephone Numbers (TN) must be active to port. Inactive telephone numbers cannot be ported.
- * All LSR requests should start with Version Number 0. Any SUPs (i.e., Supplements / revisions / modifications) will start with 1 and go up.
- * All SUPs must have the proper code and changes to the LSR:
 - SUP 1 = Cancel LSR
 - SUP 2 = Desired Due Date (DDD) change
 - SUP 3 = Other modification as detailed (corrections, added TN, etc.)
 - SUP code is required on all supplemental LSRs (See codes above)
 - LNP Validation: ten-digit telephone number & five-digit zip code. (SureWest elects to treat the passcode and customer account number as “not applicable” at this time).

SureWest Due Date Intervals for Simple Ports

Note: Based on Central Time Zone

Accurate/Complete LSR received	FOC Due back by date/time	Ready-to-Port Day/time
Mon 8:00am through 8:59am	Mon 12:00pm (noon) through 12:59pm	Tues 00:00:00
Mon 9:00am through 9:59am	Mon 1:00pm through 1:59pm	Tues 00:00:00
Mon 10:00am through 10:59am	Mon 2:00pm through 2:59pm	Tues 00:00:00
Mon 11:00am through 11:59am	Mon 3:00pm through 3:59pm	Tues 00:00:00
Mon 12:00pm (noon) through 12:59pm	Mon 4:00pm through 4:59pm	Tues 00:00:00
Mon 1:00pm	Mon 5:00pm	Tues 00:00:00
Mon 1:01pm through Tues 7:59am	Tues 12:00pm (noon)	Weds 00:00:00
Tues 8:00am through 8:59am	Tues 12:00pm (noon) through 12:59pm	Weds 00:00:00
Tues 9:00am through 9:59am	Tues 1:00pm through 1:59pm	Weds 00:00:00
Tues 10:00am through 10:59am	Tues 2:00pm through 2:59pm	Weds 00:00:00
Tues 11:00am through 11:59am	Tues 3:00pm through 3:59pm	Weds 00:00:00
Tues 12:00pm (noon) through 12:59pm	Tues 4:00pm through 4:59pm	Weds 00:00:00
Tues 1:00pm	Tues 5:00pm	Weds 00:00:00
Tues 1:01pm through Weds 7:59am	Weds 12:00pm (noon)	Thurs 00:00:00
Weds 8:00am through 8:59am	Weds 12:00pm (noon) through 12:59pm	Thurs 00:00:00
Weds 9:00am through 9:59am	Weds 1:00pm through 1:59pm	Thurs 00:00:00
Weds 10:00am through 10:59am	Weds 2:00pm through 2:59pm	Thurs 00:00:00
Weds 11:00am through 11:59am	Weds 3:00pm through 3:59pm	Thurs 00:00:00
Weds 12:00pm (noon) through 12:59pm	Weds 4:00pm through 4:59pm	Thurs 00:00:00
Weds 1:00pm	Weds 5:00pm	Thurs 00:00:00
Weds 1:01pm through Thurs 7:59am	Thurs 12:00pm (noon)	Fri 00:00:00
Thurs 8:00am through 8:59am	Thurs 12:00pm (noon) through 12:59pm	Fri 00:00:00
Thurs 9:00am through 9:59am	Thurs 1:00pm through 1:59pm	Fri 00:00:00
Thurs 10:00am through 10:59am	Thurs 2:00pm through 2:59pm	Fri 00:00:00
Thurs 11:00am through 11:59am	Thurs 3:00pm through 3:59pm	Fri 00:00:00
Thurs 12:00pm (noon) through 12:59pm	Thurs 4:00pm through 4:59pm	Fri 00:00:00
Thurs 1:00pm	Thurs 5:00pm	Fri 00:00:00
Thurs 1:01pm through Fri 7:59am	Fri 12:00pm (noon)	Mon 00:00:00
Fri 8:00am through 8:59am	Fri 12:00pm (noon) through 12:59pm	Mon 00:00:00
Fri 9:00am through 9:59am	Fri 1:00pm through 1:59pm	Mon 00:00:00
Fri 10:00am through 10:59am	Fri 2:00pm through 2:59pm	Mon 00:00:00
Fri 11:00am through 11:59am	Fri 3:00pm through 3:59pm	Mon 00:00:00
Fri 12:00pm (noon) through 12:59pm	Fri 4:00pm through 4:59pm	Mon 00:00:00
Fri 1:00pm	Fri 5:00pm	Mon 00:00:00
Fri 1:01pm through Mon 7:59am	Mon 12:00pm (noon)	Tues 00:00:00
(go back to top of chart)		

Due Date Changes

LNP requests will automatically process on the Desired Due Date (DDD) provided to the NSP via the FOC. The NSP (Carrier) will have until 3:00 pm, Central Time Zone, on the Due Date provided via the FOC to reschedule or cancel a port request, otherwise, the TN in question will lose dial tone by the OSP. If cancellation is required after 3:00 pm, CT, on the FOC DDD, the NSP is advised to call 913-322-9908 to notify a live SureWest representative. The NSP is then advised to immediately submit a change request via the SureWest Prot Tool to help ensure the customer of the TN in question does not lose dial tone.

Response Intervals

Wireline Response Intervals:

Simple Ports – Requests meeting FCC criteria for Simple Porting will be responded to by SureWest via FOC or Rejection notice within four (4) hours (see chart above).

If the New Service Provider (NSP) requested due date is one to two (1 to 2) business days after LSR receipt, the FOC or Reject (whichever is applicable) is due within four (4) hours, provided the LSR is received by the OSP by the 1pm business day cutoff time (local time in the predominant time zone of the NPAC Region where the number is ported).

Non-Simple Ports, also known as, **Complex Ports**, contain up to 50 TNs i.e., those porting request that fall outside of “Simple Ports,” Complex Ports will be responded to (FOC or Reject) within one (1) business day (24 hours) from date/time of receipt of the LSR. SureWest’s standard for Desired Due Date (DDD) of Complex Ports is four (4) plus business days out from when SureWest (the OSP) receives the NSP’s LSR.

Project Port – Port out requests for more than 50 TNs constitute a project and the interval will be negotiated on an Individual Case Basis (ICB). Contact the SureWest Porting Administration Group (PAG) for ICB arrangements.

* SureWest expects reciprocal response intervals from Carrier.

Status/escalation Process

In order to better serve porting requests, we ask the following be observed prior to contacting the Porting Administration Group (PAG):

Wireline Ports

- * Please allow four (4) hours prior to contacting SureWest for the status of a Wireline Simple Port, and 24 hours for Non-Simple Port requests. This will allow the port to be processed and either the FOC or Reject to be sent.
- * For items that exceed this timeframe please use the following contact points:
 - Email requests for port status to ev_everestreverseports@surewest.com and allow four hours for response for Simple Ports and 24 hours for Non-Simple Ports. Emails received after 3:00 pm Central Time will be answered within the first two hours of the next business day.
 - If extenuating issues need to be addressed, contact the PAG at:
 - SureWest PAG Number: 913-322-9908
 - Escalation past the above should be directed to:
 - Debbie Morse – Supervisor 913-322-9742
 - After hours – Advance Technical Support 913-825-3000

LNP Rejection/Delay Restrictions

The Federal Communications Commission (FCC) restricts carriers from imposing restrictions on the porting-out process beyond the necessary customer validation requirements. Consumers wishing to change service providers may request service from a new carrier at any time regardless of their standing with their old provider. **FCC rules require carriers to port a number when the OSP receives a valid request and carriers may not refuse to port** while attempting to collect fees or settle an account, or for other reasons unrelated to validating a customer’s identity, e.g., an **OSP may not reject or delay a port request due to active or pending order(s) associated with the requested TN to port.**

Which Federal Legal Entity is AT&T telling False Information the FCC or the US Federal District Court?

AT&T conceals to the FCC all porting in 2011 and claims no AT&T porting rejections and now AT&T admits to the US Federal District Court 4 porting rejections occurred in 2011

LNP Porting Documents 847-768-0400

Ex-0021

Date Event	Bates Stamped	Documents Produced by AT&T & 3rd Parties				Documents Produced 2011-2013				
		3rd Party OOMA/XO Documents	AT&T US Court	Nuestar AT&T *	AT&T Logs Produced	Hearing	AT&T Attorney	Mittelstead	Baker/Execs	Trammell
			9/25/14	3/18/14	1/14/14	5/29/14	6/29/14	4/24/13	9/22/11	4/11/11
12/9/2009	Port request 847-768-0400 (0400) in #23	Yes		No	No	No	No	No	No	No
12/16/2009	AT&T Rejected incorrect information	Yes		No	No	No	No	No	No	No
1/19/2010	Port request (0400)	No		No	No	Yes	Yes	Yes	Yes	No
1/21/2010	AT&T Rejected incorrect information	Yes		No	No	Yes	Yes	Yes	Yes	No
2/4/2010	AT&T Tene Burse Confirms Cancel ATT-0065	Yes	There are	No	Yes	No	No	No	No	No
3/3/2010	XO Porting Cancel	Yes	4 porting	No	No	No	No	No	No	No
3/21/2011	Port request	Yes	Rejections	No	No	Yes	Yes	No	No	No
3/22/2011	Reject "Open Pending Order"	Yes	in 2011	No	No	Yes	Yes	No	No	No
3/24/2011	Reject "Open Pending Order"	Yes	for "Open	No	No	?	No	No	No	No
3/30/2011	Same Order Resent	Yes	Pending	No	No	Yes	Yes	No	No	No
3/31/2011	Reject "Open Pending Order"	Yes	Order" of	No	No	?	No	No	No	No
4/4/2011	Reject "Open Pending Order"	Yes	14 month	No	No	?	No	No	No	No
4/6/2011	Same Order Resent	Yes	old Order	No	No	Yes	Yes	No	No	No
4/6/2011	Reject "Open Pending Order"	Yes	Documents	No	No	?	No	No	No	No
4/6/2011	Reject "Open Pending Order"	Yes	was canceled	No	No	?	No	No	No	No
4/6/2011	Reject "Open Pending Order"	Yes	in 2011	No	No	Yes	Yes	No	No	No
4/6/2011	Reject "Open Pending Order"	Yes	and XO Com	No	No	Yes	Yes	No	No	No
4/19/2011	Port request	Yes	Subpoena	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4/20/2011	Reject "Open Pending Order"	No		No	No	No	No	Yes	Yes	Yes
4/26/2011	Canceled	No		No	No	No	No	Yes	Yes	Yes
7/18/2011	Ported from ATT Mobility to ATT	No		No	No	No	No	Yes	Yes	Yes
August 2011	Port Requested	No		No	No	No	No	Yes	Yes	Yes
August 2011	Port rejected not active	No		No	No	No	No	Yes	Yes	Yes
Sept 2011	Port Requested	No		No	No	No	No	Yes	Yes	Yes
Sept 2011	Port rejected not active	No		No	No	No	No	Yes	Yes	Yes
		AT&T exposes intentional concealment scheme of porting rejections on 5/29/14 however still no documents				AT&T 2011 to 5/29/14 Intentional Concealment ALL Porting Request & AT&T Rejections				

To Date AT&T has NOT produced a single porting document requested in 11/18/13 attorney approved discovery. This to aide the concealment scheme.

FACTS on AT&T Intentional Concealment Scheme

2011 Porting Rejections after concealment on 4/11/11, 9/22/11, 4/24/13, 10/18/13, 1/14/14 and 3/18/14 - ALL IN WRITING by AT&T
Then on May 29, 2014, June 27, 2014 and September 25, 2014 now admit there was porting rejections by AT&T

* AT&T owns the actual porting data, AT&T must approve any data released by Neustar see Neustar 3/18/14 letter.
AT&T refused to let Neustar release any information for the time frame in question only the on porting on 7/18/11. To add confusion in the Arbitration Hearing

AT&T did not need XO Communications to cancel the 2010 porting request when AT&T Mobility porting the number to AT&T on 7/18/11
What happened to the AT&T alleged Open Order from 2010? AT&T has the documents but will not produce these documents.

AT&T prior to May 27, 2014 intentional concealed all AT&T March and April 2011 porting rejections. After May 27, 2014 admits the concealment scheme to arbitration and US Federal Court.

AT&T produced no porting documents, records, witnesses, etc. required by arbitrator approved discovery.

AT&T Documents that concealed the 2011 AT&T porting rejections include:

- 1) FCC letter on April 11, 2011 - Manager of AT&T FCC, Ms. Trammel
- 2) FCC letter on September 22, 2011 - Mystery Letter no author
- 3) AT&T letter to the complainant on April 24, 2013 - Paralegal Ms. Mittelstead
- 4) AT&T answering email on October 18, 2013 - Attorney Mr. Green
- 5) AT&T production of arbitrator approved discovery January 14, 2014- Attorney Mr. Green

AT&T Documents that admits to 2011 AT&T porting rejections include:

- 1) Arbitration hearing May 29, 2014, Attorney Mr. Green & Mr. Camberis
- 2) Post Hearing Brief June 27, 2014, Attorney Mr. Green
- 3) US Federal Court Motion to Dismiss and Confirm Arbitration on September 25, 2014, Attorney Mr. Lewis

ALL March and April 2011 porting rejections were intentional concealed by AT&T until May 29, 2014 arbitration hearing. Then testified with no documents to back up testimony and all the New AT&T responses after May 29, 2014 including the US Federal Court. Now in 2014 AT&T admits that AT&T intentional concealed ALL March and April 2011 porting rejections from the FCC in the 2011 letters.

AT&T Attorney Mr. Green - Closing Brief 6/27/14 (porting references)

Note: On October 18, 2013 AT&T attorney Mr. Green denied these porting rejects existed.
What changed the new AT&T scheme of deception on 5/29/14 going further?

1) Page 4 paragraph 1

Documents exist on the porting and Tina Jay, a Manager in the Sales Execution Program had access to the porting information. Porting Information and Documents were Not AT&T Attorney-Client Privilege.
AT&T intentionally concealed everything on porting - all documents, logs, emails, employees involved, etc.

"According to the testimony of Mr. Camberis, which was derived from his conversations with Tina Jay, a Manager in the Sales Execution Program who had access to the LNP Teleport Tool, OOMA, through Choice One, attempted to port the 0400 number multiple times. At first, the port requests were rejected because Choice One had listed Mr. Chelmowski's phone number (8477680400) as the account number and because of the pending/un-canceled port request from XO Communications. Later, modified port request were submitted using the proper account number but the port requests were still rejected because of the pending/un-canceled port request through XO Communications."

2) Page 4 paragraph 2

The truth, the only reason AT&T could not port 0400 because of an open order from over 14 months before rejections. Both XO communications provided documents it was canceled. AT&T log states it was canceled. AT&T produced no documents on porting which was required in the arbitrator approved discovery request.

"The truth is that AT&T was unable to port the 0400 number to another carrier because there was a pending/un-cancelled port request that had been previously submitted at the direction of Mr. Chelmowski by XO Communications that only Mr. Chelmowski and XO Communications could cancel."

AT&T Attorney Mr. Lewis to the United States Federal District Court

Confirmed AT&T response that an open porting request was the only reason AT&T rejected and failed to port 847-768-0400 in March & April 2011. Page 3 paragraph 1 writes:

"Including the fact that another carrier to whom plaintiff had wished to port his number was responsible for the failed port. "

May 29, 2014 - Hearing Transcripts Excerpts about the Porting 0400

AT&T Attorney Thomas Green Opening Statement

1) page 23 line 12-18

The second issue which you heard about was the failure to port one wireless number (847)768-0400. **The evidence will show and the reason AT&T discusses the open port request and the port attempt from 2010 is because that is the reason the port request failed in March of 2011.**

2) page 24 line 17-22 & page 25 line 1-12

submitted the port request on the 0400 number the first time, they had included his cell phone number as the account number. So, that port request was rejected for two reasons: **First, inadequate information because they did not include the proper account number; and secondly because there was a pending port request from XO Communication from 2010.**

They submitted it a second time.

It was rejected for the same reason. They submitted a port request a third time. This time they corrected the account information, but there was still a pending port request, and so it was rejected a third time. And then they resubmitted it a fourth time with the same deficiency.

3) page 25 line 17-22 & page 26 line 1-19

AT&T doesn't have the ability to cancel another carrier's port requests because they don't want telecommunication carriers meddling in other customers' affairs. So, **if that had been a legitimate port request, it certainly would have been honored,** and we would have complied with it. But we couldn't because it didn't include the appropriate account information, and AT&T didn't have the ability to modify it, AT&T didn't have the ability to cancel it. Only XO Communications could do that at Mr. Chelmowski's direction. And apparently he never gave them that direction.

AT&T didn't have any desire to prevent Mr. Chelmowski from porting that number. Why would they? We allowed him to port his other three numbers. **The only reason that that one didn't port is because there was a pending port request.**

When we responded to the Illinois Attorney General's office, we responded truthfully, honestly and accurately. **When we responded to the FCC, we responded truthfully, honestly and accurately. And that's the issue with regard to the 0400 number.**

4) page 32 line 7 -16

Now, he believes that he was the wronged party here because of two things: One, the inability to obtain voicemail messages from

a voicemail message account that didn't exist; and two, the inability to port a number that he could not port because the company that he used to attempt to make that port did it wrong; not because of any actions or inactions by AT&T.

AT&T Witness James Camberis direct questioned by AT&T Attorney Mr. Green

5) page 245 line 2-12, page 246 line 1-22 & page 247 line 1-16

Q. So the 0400 number, when there was an attempt to port it a second time in March of 2011, it was unsuccessful?

A. Yes.

Q. Why?

A. There were two error codes that the went back through the automated system. The two error codes were that there is a previous port already in progress and that the tele- -- the information provided was incorrect and the account information provided was incorrect.

Q. Do you know what was wrong?

A. Instead of the account number being provided, which is what's required as part of the port, they provided the telephone number again in the account field.

Q. That first one was rejected for those two reasons?

A. Correct.

Q. Was there another attempt?

A. They made a second attempt using exactly the same information with just the 0400 number on there as the account number. That one was again declined by the system and sent back.

Q. Was there a third attempt?

A. There was a third attempt. This time the correct account number was provided but the response back again was there's a previous port already in progress.

Q. Was there a fourth?

A. There was a fourth. The fourth attempt the correct account number was provided again, however, the response back through the automated system again was there is a previous port already in progress on this telephone number.

Q. The decision to deny the port request,

was that a human decision?

A. No. To my understanding, it is an automated decision. It is something the system looks at the parameters and based upon what it sees, it responds back accordingly.

Q. It saw a pending port request and denied it?

A. Correct.

Q. Did we convey that information to Mr. Chelmowski?

A. I believe we did.

Q. Was that phone number ever successfully ported to another carrier?

A. It was not.

Q. We didn't port it to Ameritech?

A. We did not.

Q. Where is that phone number now?

A. My understanding the last time I checked on that telephone number that it is sitting in a number pool on the landline Ameritech side of the house. It has not been assigned to anybody else.

AT&T Mr. Camberis crossed examined by Mr. DeStefano

6) page 257 line 1- 22, page 258 line 1-22, page 259 line 1-22 & page 260 line 1-10

Q. Who was handling that?

A. It was handled by our LNP tool. It's an automated system.

Q. Okay. Does that -- Are there records that can be generated from that tool?

A. I believe there are.

Q. No records were generated relative to porting and produced in this case; isn't that correct?

A. I only know what I was --

Q. I submit to you I have received it.

A. Okay.

Q. You say there's a tool that would show that; is that correct?

A. Yes.

Q. Are you familiar with Ooma?

A. I'm familiar with the name and that it is a VIOP company. That's about the limit I know about them.

Q. Isn't it true that Ooma attempted to port all four of the numbers in March of 2011

that Mr. Chelmowski had with your company?

A. No.

Q. Isn't it --

A. It's not true.

Q. What document do you have that shows otherwise, sir?

A. I have -- You asked me the question -- I was asked the question by Mr. Green here about whether or not who it was that ported the number out. I was shown the information, I was advised by Tina J., in our group -- in our line of portability group that it was -- the SPID attached to it was not Ooma. It was another company.

Q. Mr. Chelmowski has been a subject of your office of the president for a little bit of time, hasn't he?

A. Yes.

Q. So you would think the portability issue would get into the log notes, wouldn't it, these electronic notes here we're looking at?

A. That's just the notes from Tene are all the notes that are in there.

Q. Just from who?

A. Just the notes from Tene where she tried to research it for him with number portability group.

Q. That was in 2010, sir. I'm talking about 2011. That's really what we're focusing on here is 2011.

A. Okay.

Q. What document do you have that indicates there was still an open order on Mr. Chelmowski's 0400 account in March of 2011?

A. I don't have one in front of me.

Q. Where would that document be?

A. I don't know.

7) page 270 line 1-8

Q. What attempts have been made to make Mr. Chelmowski whole and return that number to him after July 18, 2011?

A. I'm not aware of any.

Q. You're fully aware he was complaining about the number not porting in 2011; isn't that correct?

A. Yes.

8) page 282 line 18-22 & page 283 line 1-22

Q. Now, sir, what was referred to as

Respondent's Exhibit No. 23, do you have that in front of you? **It's the September 22, 2011,** ATT-101 and 102.

MR. GREEN: Thank you.

BY THE WITNESS:

A. Okay.

Q. Tell me when you have had an opportunity to review that.

A. Okay.

Q. Where in this response is there a reference to Mr. Chelmowski not receiving his 0400 number for a 2011 request to be ported to another provider?

A. I don't see it on here.

Q. Who wrote this letter?

A. I'm not sure who wrote this letter.

Q. There's no one who signed it, right?

A. I don't believe so.

Q. Do you have any reference of a company file No. CM 20110831?

A. Yes.

Q. Is it referenced in any of your log notes?

A. That I have in front of me, no.

Q. Ever see it in a log note?

A. I don't recall.

Q. How about company file No. CM 20110421, ever see one of those in a log note?

A. Not specifically. It would be listed in a log note. Have I seen it on one of the paperwork you provided me here, no.

Q. Do you know who would be responsible for actually following up on a cc and forwarding correspondence?

A. This would have been somebody in our letter writer chains.

Q. Do you have any proof this was actually forwarded to Mr. Chelmowski other than being produced as ATT-101 and 102?

A. No.

Q. Here we're on September 22nd, 2011 and Mr. Chelmowski doesn't have his 0400 number from a request in March of 2011 and nowhere to the AIG's office or to the FCC has that been responded to. Do you know why?

A. No.



AT&T Mobility Tel: 866.751.5784
Office of the President Fax: 425.288.5325

Response to Notice of Informal Complaint (NOIC)

Date: September 22, 2011

Federal Communications Commission
Consumer & Governmental Affairs Bureau
Consumer Inquiries and Complaints Division
445 12th Street
Washington, D.C. 20554

Complainant's Name: James Chelmowski
Agency File Number: 11-C00325771-1
Response Type: Other
Service Date: August 31, 2011
Company File Number: CM20110831_26702265

AT&T Mobility ("AT&T") is in receipt of the above-referenced customer's complaint and appreciates the opportunity to respond. Specifically, James Chelmowski claims that AT&T is blocking the porting of his wireless number ending in 0400. Mr. Chelmowski also alleges that AT&T destroyed him, harassed him and his family and put him in the hospital. AT&T denies all of these allegations.

Please be advised that AT&T has made numerous attempts previously to speak with and assist Mr. Chelmowski with regards to his complaint. To date, Mr. Chelmowski has not returned any of our calls.

AT&T conducted a thorough review of Mr. Chelmowski's account. AT&T determined that, on January 18, 2010, Mr. Chelmowski attempted to port his wireless number ending in 0400 to XO Communications. The port request was denied because the account number provided in the request was incorrect. For security reasons and in accordance with FCC rules, when a customer ports their number to another wireless provider, information necessary to validate the current account must be submitted by the new provider. If this information is not correct, the port request is denied. AT&T attempted on a number of occasions to inform Mr. Chelmowski of the status of the port and to instruct him on the appropriate path forward.

Mr. Chelmowski's account was ultimately deactivated due to non-payment. Mr. Chelmowski had a past due balance on his account. Pursuant to normal collection procedures, his account was cancelled on May 15, 2011. AT&T believes the past due balance of \$345.88 reflects valid and appropriate charges for services rendered to Mr. Chelmowski. AT&T attempted to work with Mr. Chelmowski in regard to the charges and believes he understood the amount that was past due. The account was sent to an outside collection agency on June 18, 2011. Because Mr. Chelmowski's account is currently inactive and service is no longer being provided to that number, the number is not eligible to be ported. AT&T is more than happy to work with the Commission and Mr. Chelmowski to re-activate his account so that he may port his 0400 number to another provider.

With regards to Mr. Chelmowski's allegations regarding treatment he received by AT&T, we deny these claims and note that they are not within the subject matter jurisdiction of the Commission. If Mr. Chelmowski would like to discuss his complaint further or discuss re-activating his account for purposes of porting to another provider, he may contact Nate Camper at 1-501-862-2002. In the alternative, we are happy to work with the Commission to assist Mr. Chelmowski in his efforts to port the 0400 number to another carrier. We trust this letter addresses your concerns regarding this complaint.

Sincerely,
AT&T Office of the President

CC: James Chelmowski
EX-0029



FCC Appeals Bureau
AT&T
One AT&T Way
Suite 412
Bedminster, NJ 07921-0752
FCCresponse@att.com

Tel: 908-221-4191
Fax: 973-326-4841

Response to Notice of Informal Complaint (NOIC)

Date: 4/11/2011

Federal Communications Commission
Consumer & Governmental Affairs Bureau
Consumer Inquiries and Complaints Division
445 12th Street
Washington, D.C. 20554

Complainant's Name: James Chelmowski
File No.: 11-C00292341
Response Type: Other
Service Date: 4/13/2011

INVESTIGATION SUMMARY:

AT&T received a Federal Communications Commission (FCC) inquiry from James Chelmowski regarding the inability to port service. Margaret Trammell, AT&T Customer Advocacy, called Mr. Chelmowski left message acknowledging complaint and provided her contact information in the event of questions during the investigation.

AT&T made several attempts to reach Mr. Chelmowski to discuss the FCC inquiry, no response has been received. AT&T will close complaint and this time but will re-open if Mr. Chelmowski responds at a later date.

Sincerely,

Margaret Trammell
Manager - FCC Appeals Bureau
cc: James Chelmowski



Ann Mittelstead
Senior Paralegal
AT&T Mobility
1025 Lenox Park Blvd NE
5th Floor
Atlanta, GA 30319

CONFIDENTIAL SETTLEMENT COMMUNICATION

April 24, 2013

Via United States Mail

James Chelmowski
217 Glenview Road
Glenview, IL 60025

Re: Demand for Arbitration, James Chelmowski and AT&T,
AAA Case No. 51 434 E 00263 13 hepo

Dear Mr. Chelmowski:

Your Demand for Arbitration (“Demand”)¹, which was filed with the American Arbitration Association (“AAA”) on February 26, 2013, was forwarded to AT&T on March 26, 2012. In your Demand, you allege that “AT&T executives starting in 2011 & continuing now documented actions are willful & deliberate intention to harm and praying on the vulnerability of the plaintiffs rights and health, including consumer rights, slander, theft, misappropriation, winfull and wanton actions [sic]”. You are seeking \$75,000.00 plus punitive damages.

It appears that the claims set forth in your Demand are the same issues that you raised with AT&T in 2010 and 2011, namely, your inability to port out a wireless number, a debt owed on your wireless account, your inability to access your voicemail and your use of a *FastForward* device. As we previously explained to you, each of these claims lack merit. Nevertheless, in an effort to finally resolve this matter, AT&T is willing to forgive your outstanding debt of \$345.88 in exchange for a mutual walk-away.

To refresh your recollection on each of the issues previously addressed by AT&T, I have summarized them below.

Attempt to Port Out Wireless Number (847) 768-0400

You previously alleged that AT&T was responsible for a failed port-out request for wireless number (847) 768-0400 in January 2010. AT&T determined that, on January 18, 2010, you attempted

¹ As noted in AT&T’s letter dated March 27, 2013, your Demand was filed outside of the proper dispute resolution process (i.e., you did not file a notice of dispute and give AT&T an opportunity to resolve your dispute prior to initiating arbitration) and is, therefore, in breach of the arbitration agreement. In light of your failure to comply with this essential portion of the arbitration agreement, AT&T is not required to pay your share of the costs of arbitration. Further, if you were to prevail in the arbitration, you would not be entitled to the alternative payment and/or the attorney premium described in Section 2.2(4) of the arbitration agreement. We asked that you notify AT&T and the AAA case manager whether you agree to place your arbitration on hold for 30 days to allow the parties an opportunity to resolve your dispute. To date, AT&T has not been notified of your position.

Letter to Mr. James Chelmowski

April 24, 2013

Page 2

to port your wireless number to XO Communications. The port request was denied, however, because the account number provided in the request was incorrect. For security reasons and in accordance with FCC rules, when a customer ports their number to another wireless provider, information necessary to validate the current account must be submitted by the new provider. If this information is not correct, the port request is denied. AT&T attempted on a number of occasions to inform you of the status of the port and to instruct you on the appropriate path forward. However, you failed to return AT&T's calls. Accordingly, your failure to successfully port out wireless number (847) 768-0400 was not caused by the actions or inactions of AT&T.

Outstanding Balance Due

There is a history of past-due balances on your wireless account and it was because of an unpaid balance that your account was cancelled for non-payment after proper notice was provided to you by AT&T and your failure to pay your outstanding bills. Specifically, our records show that AT&T notified you that your account was at risk of being suspended for non-payment on numerous occasions, including December 11, 2008, April 18, 2009, May 25, 2009, August 25, 2009, October 23, 2009, May 15, 2010, September 10, 2010, December 23, 2010 and April 11, 2011. On these dates, AT&T sent you letters indicating, among other things, the following:

Our records indicate that your payment has not been received; therefore your service is at risk of immediate suspension. If your account is suspended, a \$[reconnectFee] fee will be charged to reinstate your service.

If you have already made your payment, please disregard this reminder. If not, please immediately remit payment of \$[totalAmountDue] using the enclosed remittance slip and envelope. For your convenience, you may also pay 24 hours a day, 7 days a week by electronic check, debit card, or major credit card by dialing *PAY (*729) free from your wireless phone, by using our automated voice response service at \$[rmPhoneNum], or at \$[wirelessCompanyUrl].

If you have any questions about your account, please call us at \$[rmPhoneNum] and an AT&T Representative will be glad to assist you. A convenience fee may apply for representative assisted payments.

With regard to the suspension letter notification sent to you on April 11, 2011, our records reflect that on that same day, you contacted AT&T and were informed that there was a past-due balance and that if payment was not received, your account was at risk for immediate suspension. You were provided with the opportunity to make payment arrangements and our records reflect that you made a promise to pay \$157.04 on April 25, 2011 in order to avoid suspension of your wireless account.

When your payment was not received by April 27, 2011, your account was suspended. Further, when payment still had not been made by May 4, 2011, AT&T mailed you a letter indicating, among other things, the following:

AT&T appreciates and values your business. Unfortunately, your service has been suspended on all numbers associated with this account due to an unpaid balance of \$157.04. If we do not receive payment for the total unpaid balance, we will have no alternative but to cancel your account.

Cancellation of service may cause the loss of all current wireless numbers associated with this account. If the account is canceled, an early termination fee(s) may be imposed if your term commitment has not expired. If you wish to reinstate service after cancellation, a \$[reconnectFee] reinstatement fee and/or a deposit may be required.

If you have already made your payment, please disregard this notice. If not, please remit payment immediately using the enclosed remittance slip and envelope. For your convenience, you may also pay 24 hours a day, 7 days a week by electronic check, debit card, or major credit card by dialing *PAY (*729) free from your wireless phone, by using our automated voice response service ... or at att.com/myATT.

If you have any questions regarding account, please call ... and an AT&T Representative will be glad to assist you. A convenience fee may apply for representative assisted payments.

Because you did not contact AT&T or pay your bill, your account (which had one remaining line of service (847-768-0400)) was cancelled for non-payment on May 19, 2011. You were notified of the cancellation of your account on June 6, 2011. As a courtesy, on August 31, 2011, AT&T applied a courtesy credit of \$65.84 representing 19 days of pro-rated service.

AT&T attempted to work with you regarding your outstanding charges and, by your statements, it was clear that you understood the amount owed. The current outstanding balance on your account (outside of any fees which may be separately owed to a collection agency) is \$345.88 and is comprised of monthly recurring charges, taxes and fees. This past due balance reflects valid and appropriate charges for services rendered to you and, as such, AT&T and/or its agents are entitled to recover the debt that is owed. As was explained to you in 2011, because your account is currently inactive and service is no longer being provided to the line of service ending in 0400, the line of service is not eligible to be ported. In response to a previous FCC complaint you filed involving this same issue in 2011, AT&T indicated that it was more than happy to work with you to re-activate your account so that you could port the line of service ending in 0400, however, AT&T heard nothing further from you. Accordingly, that line of service was ultimately cancelled for non-payment.

FastForward Device

In March and April 2011, you first brought to AT&T's attention an issue concerning your voicemail. In March 2010, you admitted that you had been using a *FastForward* device and feature with your wireless phone, which forwards calls made to the wireless phone to a designated landline phone, and that you had lost both the *FastForward* device as well as your wireless phone. In addition, you were advised that because your service was suspended for non-payment (as detailed in the above section), the *FastForward* feature was reset to the normal/no forward mode. You further were advised that you needed to change your method of forwarding calls, but refused to do so. AT&T's Office of

the President (“OOP”) performed a manual reset so that the *FastForward* feature would cause your calls to be forwarded. In April 2010, when your service was suspended for non-payment again, you complained again that your calls were not being forwarded. OOP once again manually reset your call forwarding, but declined to issue any credit. You escalated the issue, and the local General Manager issued you a \$500 courtesy credit. Subsequently, your account was again suspended for non-payment and the manual reset again was cancelled. Our records indicate that any difficulties you had with your *FastForward* device were caused by the fact that your service had been suspended for non-payment and you misplaced your *FastForward* device and wireless phone.

Voicemail

In addition, you complained that AT&T lost your voicemails. This is not correct. Our OOP representative, Jim Camberis, tried to explain to you in March 2011 that your voice mailbox was working and was full but you promptly hung up on him. AT&T informed you that if you lost your password, OOP was prepared to provide you with a temporary password to enable you to check your voicemails and indicated that in order to be provided with a temporary password, you had to contact Jim Camberis in OOP before April 4, 2011. You did not do so.

Summary

AT&T believes the claims included in your Demand (to the extent we are able to surmise what they are) were addressed in 2010 and 2011, particularly since, despite AT&T’s numerous attempts to speak with you and assist you with regard to your disputes, you did not contact AT&T. In addition, our records show you have been provided in excess of \$800.00 in courtesy credits since 2008 including a \$500 courtesy credit which was applied to your account on May 28, 2010 with regard to the issues involving the *FastForward* device and voicemail.

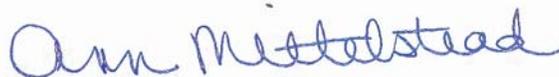
Nonetheless and despite the foregoing, in an effort to resolve your Demand, AT&T is willing to recall the debt from the outside collection agency and zero-out the outstanding balance on your wireless account by applying an adjustment of the amount due to AT&T (\$345.88) together with any amount owed to the outside collection agency. By your signature below, you agree that this settlement fully resolves all of your claims with respect to AT&T Account No. 254633342. This agreement is not to be construed as an admission by either party as to any wrongdoing.

Both parties shall keep this agreement confidential, and neither party shall disclose the terms to any third party unless compelled to do so under an order issued by a court or other agency of competent jurisdiction.

Letter to Mr. James Chelmowski
April 24, 2013
Page 5

If you agree with the terms of this settlement agreement, please sign below and return by facsimile to the AT&T Legal Department at (404) 986-1809.

Sincerely,



Ann Mittelstead

AM/am

AGREED:

Dated:

James Chelmowski

From: "GREEN, THOMAS J (Legal)" <TG6738@att.com>

Date: October 18, 2013 at 7:14:36 AM CDT

To: "PopeH@adr.org" <PopeH@adr.org>, "7hammond@jmls.edu" <7hammond@jmls.edu>

Cc: "Bob DeStefano" <bdestefano@rdestefanolaw.com>

Subject: AT&T's Answer and Response to Mr. Chelmowski's Restated Demand for Arbitration

AMERICAN ARBITRATION ASSOCIATION

Case No. 51 434 E 00263 13 hepo

James Chelmowski, Claimant

v.

AT&T Mobility LLC, Respondent,

Ms. Celeste Hammond, Esq.,

Attached please find AT&T Mobility LLC ("AT&T")'s Answer and Response to Claimant's Restated Demand for Arbitration:

1. AT&T did not breach its contract in any way with Mr. Chelmowski. His allegations regarding his inability to port the wireless number ending in 0400 and the deactivation of his voicemail account were fully addressed in 2011 and have been explained to Mr. Chelmowski on multiple occasions and in several forums. On January 18, 2010, Mr. Chelmowski attempted to port his wireless number ending in 0400 to XO Communications. That carrier's port request was denied, however, because it failed to provide the correct AT&T account number associated with the number. For security reasons and in accordance with FCC rules, when another carrier requests that a wireless customer's wireless number be ported, that carrier must provide information necessary to validate the current account in order to ensure that the account holder has authorized the transaction. If this information is incomplete or incorrect, the port request must be denied. Otherwise, unscrupulous third parties would be able effectively to steal phone numbers by initiating fraudulent porting requests. *See, e.g., T-Mobile USA, Inc. v. York*, 1257923 (E.D. Mo. Apr. 4, 2011) (lawsuit against individual who would steal and resell "unique and desirable 'vanity' telephone numbers" by initiating "unauthorized" porting requests). AT&T attempted on a number of occasions to inform Mr. Chelmowski of the status of the port and to instruct him on the appropriate path forward. However, he failed to return AT&T's calls. Accordingly, his failure to have XO Communications successfully port out the wireless number ending in 0400 was not caused by the actions or inactions of AT&T. Eventually, that wireless number was cancelled for non-payment of outstanding charges. In addition, Mr. Chelmowski has complained that AT&T lost his voicemails. AT&T's Office of the President Representative, Jim Camberis, tried to explain to him in March of 2011 that his voice mailbox was working and was full but Mr. Chelmowski hung up on him. AT&T informed him that if he lost his password, the Office of the President was prepared to provide him with a temporary password to enable him to check his voicemails and indicated that in order to be provided with a temporary password, he had to contact Jim Camberis before April 4, 2011. Mr. Chelmowski, however, did not do so. These same complaints were raised with the Illinois Attorney General's Office and the Federal Communications Commission back in 2011, and neither agency found any basis to proceed against AT&T. I attach AT&T's response to the Illinois Attorney General's Office dated April 25, 2011 and its response to the FCC submitted on September 22, 2011.
2. Moreover, the damages that Mr. Chelmowski claims for breach of contract—specifically, attorney's fees and costs, punitive damages, lost wages, lost profits, and reimbursement for medical and psychiatric bills—are not available as a matter of Illinois law. Under Illinois law, neither attorneys' fees and costs nor punitive damages may be recoverable for breach of contract. *See, e.g., Geisler v. Everest Nat'l Ins. Co.*, 980 N.E.2d 1170, 1188 (Ill. App. Ct. 2012) ("Illinois normally follows the 'American rule,'" under which "a successful litigant may not recovery attorney fees in the absence of a statute or a contractual agreement between the parties permitting recover of attorney fees."); *Johnson v. George J. Ball, Inc.*, 617 N.E.2d 1355, 1362 (Ill. Ct. App. 1993) ("Generally, punitive damages are not available in a breach of contract action."). To the extent that Mr. Chelmowski seeks lost wages to reimburse him for his time pursuing this dispute, they are not recoverable because he is effectively seeking attorney's fees for his own time—which as noted above are not available—and because under Illinois law a party cannot obtain attorney's fees for his own time spent pursuing his or her case.

See, e.g., Brazas v. Ramsey, 682 N.E.2d 476, 479-80 (Ill. App. Ct. 1992) (rejecting request by “pro se plaintiff” for attorney’s fees). And to the extent that Mr. Chelmowski seeks lost wages on any other theory, that type of damage—like his other categories of consequential damages (*i.e.*, lost profits and medical and psychiatric bills)—was not a reasonably foreseeable consequence of the alleged breach of contract and thus is not recoverable as a matter of law. *See, e.g., F.E. Holmes & Son Constr. Co. v. Gualdoni Elec. Serv., Inc.*, 435 N.E.2d 724, 728 (Ill. App. Ct. 1982). In addition, even if those consequential damages were foreseeable, the parties’ contract bars recovery: “Unless prohibited by law, AT&T isn’t liable for any indirect, special, punitive, incidental or consequential losses or damages you or any third party may suffer by use of, or inability to use, Services, Software, or Devices provided by or through AT&T, including loss of business or goodwill, revenue or profits, or claims of personal injuries.”

3. Mr. Chelmowski’s other claims—for conversion, fraud, intentional infliction of emotional distress, and for violation of the FCC’s porting rules—are all derivative of his breach of contract claim and fail with it. Those claims also fail for additional reasons. For example, Mr. Chelmowski’s conversion claim fails because he cannot prove that AT&T “wrongfully and without authorization” deprived him of “property” as to which he had an “absolute and unconditional right of possession.” *Weisberger v. Weisberger*, 954 N.E.2d 282, 289 (Ill. App. Ct. 2011). As the Seventh Circuit has explained, “no one—not [the] Customer” nor “even the phone company—has a property right in a phone number.” *Soppet v. Enhanced Recover Co.*, 679 F.3d 637, 639-40 (7th Cir. 2012) (citing *John v. 1-800-FLOWERS.com, Inc.*, 284 F.3d 807 (7th Cir. 2002)); *see also, e.g., Eagle v. Morgan*, 2011 WL 6739448, at *12 n.5 (E.D. Pa. Dec. 22, 2011) (noting concession that claim under Pennsylvania law for conversion of a cell phone number is meritless). Mr. Chelmowski’s fraud claim fails because he cannot prove, as he must, that he relied to his detriment on any alleged misstatement by AT&T. *See, e.g., Siegel Dev., LLC v. Peak Constr. LLC*, 993 N.E.2d 1041, 1059 (Ill. App. Ct. 2013). His claim for intentional infliction of emotional distress fails to meet his burden to demonstrate that AT&T’s conduct was “so outrageous in character, and so extreme in degree, as to go beyond all possible bounds of decency.” *Ulm v. Mem. Med. Ctr.*, 964 N.E.2d 632, 642 (Ill. App. Ct. 2012) (internal quotation marks omitted). And his claim for an alleged violation of the FCC’s porting rules fails because there is no private right of action for violation of that regulation, 47 C.F.R. § 52.31. *See also Conboy v. AT&T Corp.*, 241 F.3d 242, 252-53 (2d Cir. 2001) (“[Because] the FCC is primarily responsible for the interpretation and implementation of the Telecommunications Act and FCC Regulations,” where there is not explicit language providing for a private right of action or a comparable indication of congressional intent, “no private right of action for money damages can be implied.”).
4. Moreover, AT&T did not breach its contract by failing to pay Mr. Chelmowski’s AAA filing fee. Section 2.2(3) of Mr. Chelmowski’s Wireless Customer Agreement with AT&T provides that “. . . if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.” Since Mr. Chelmowski has been and continues to seek in excess of \$75,000 he has been and remains responsible for paying his filing fee. Further, there is no contractual obligation to provide arbitration “forms and information” to Mr. Chelmowski. As recognized by the United States Supreme Court in *AT&T Mobility LLC v. Concepcion*, 131 S. Ct. 1740 (2011), AT&T’s arbitration forms are simple to use and are easily locatable on AT&T’s web site. Accordingly, AT&T denies that it breached its contract in dealing with Mr. Chelmowski through this arbitration proceeding.

AT&T’s Counterclaims:

5. Mr. Chelmowski has an unpaid balance of \$345.88 which is due and owing to AT&T for services rendered.
6. Mr. Chelmowski failed to abide by the requirements set forth in the dispute resolution provision of his Wireless Customer Agreement. Namely, Mr. Chelmowski commenced an arbitration without first filing a Notice of Dispute in accordance with Section 2.2(2) of his Wireless Customer Agreement with AT&T. Because he failed to abide by the terms of his contract with AT&T, he deprived AT&T of the opportunity to resolve his dispute prior to incurring the costs of this arbitration. Further, because of this failure, he would not be entitled to the

alternative payment and attorney's fee premium described in Section 2.2(4) of the agreement even if he were to prevail in this arbitration.

7. Indeed, even though Mr. Chelmowski has had various disputes with AT&T in the past, the true nature of Mr. Chelmowski's current dispute (i.e., the subject of this arbitration) was not disclosed to AT&T until Mr. DeStefano's e-mail dated September 27, 2013 (seven months after filing). In the meantime, AT&T has been required to pay the AAA \$1,350.00 in fees for this arbitration.
8. Mr. Chelmowski has repeatedly harassed officers and executives of AT&T by sending unsolicited e-mails purporting to come from his son claiming that Mr. Chelmowski had died or was dying (i.e., "We are sorry to report the passing . . .," "HELP we don't want my dad to die (Jim Chelmowski) from his son," etc. I would note that Mr. Chelmowski is alleging that there are over 3,000 internal AT&T e-mails regarding him (a number we believe to be an extreme exaggeration), however, it is true that he engaged in an e-mail harassment campaign back in 2011 whereby he undertook to barrage AT&T executives and board members, including the General Counsel of AT&T, with e-mails. An example of some of these e-mails is attached. Additionally, in a bizarre incident, Mr. Chelmowski also sent an envelope containing an unmarked, green sheet of paper to Mr. Jim Camberis this past May. A photograph of that envelope is also attached.
9. Accordingly, AT&T respectfully requests a finding that Mr. Chelmowski's claims are frivolous and/or have been brought for improper purposes as measured by the standards set forth in Federal Rule of Civil Procedure 11(b).

Respectfully submitted,

Thomas J. Green
AT&T Mobility LLC



Thomas J. Green
General Attorney
AT&T Services, Inc.
Suite C570
1025 Lenox Park Blvd NE
Atlanta, GA 30319

T: 404.986-1187
F: 404.986-1809
Tg6738@att.com

January 14, 2013

VIA FEDERAL EXPRESS

Robert A. DeStefano, Esq.
6547 W. Cermak
Berwyn, Illinois 60402

Re: *James Chlemowski v. AT&T Mobility LLC*, American Arbitration
Association Case No. 51 434 E 00263 13 hepo

Dear Mr. DeStefano,

Enclosed herein are the non-privileged documents responsive to your Rule 21 First
Request for Documents.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Green".

Thomas J. Green
General Attorney
AT&T Services, Inc.

AMERICAN ARBITRATION ASSOCIATION

JAMES CHELMOWSKI v. AT&T
CASE # 51 434 263 13

CLAIMANT'S RULE 21 FIRST REQUEST FOR DOCUMENTS

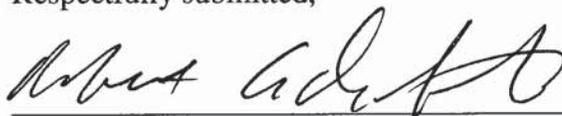
NOW COMES the Claimant JAMES CHELMOWSKI and pursuant to Arbitration Rules and Procedures of the American Arbitration Association Rule 21 exchange of information the Claimant James Chelmowski requests that AT&T produce on or before November 29, 2013 the following:

1. Produce any and all documents internal and external and all emails with regards to Jim Chelmowski or James Chelmowski (Claimant) or any of his phone numbers from 12/01/2009 to the present. Included in this request is over 3000 internal emails with time and date stamps. This also includes but is not limited to all emails with the Claimant's name with derivation or abbreviation, his phone numbers or anything about him in email message content, attachments or any metadata from 2009 to the present.
2. Produce any and all documents internal and external, emails, working papers, logs, submitted to others, filings for the porting of 847-768-0000 started on 12/10/2009 and 847-768-0400 started in 12/10/2009 plus 3/18/2011 porting of all 4 numbers 847-768-0400, 847-768-0000, 847-744-5626 and 847-917-2384. This should include all communication to and from other companies or carriers, including but not limited to FCC, Neustar, North American Numbering Council (NANC), Number Portability Administration Center Service Management System (NPAC SMS), National Exchange Carrier Association (NECA), other government agencies and other companies regarding porting of all these numbers noted in this request (2).
3. Produce any and all documents from AT&T internal investigation regarding the inability to port service for Claimant, the FCC Informal Complaint 11-C00292341 of Claimant purportedly addressed by AT&T and Margaret Trammell, AT&T Manager-FCC Appeals Bureau - from March 24, 2011 date filing of the FCC informal complaint to the present include all documents, work papers, internal and external correspondence, emails, and any other memorialization of the Claimant's file in any format since 2009 to the present.
4. Produce any and all documents of AT&T internal investigation regarding the inability to port Claimant's service, Illinois Attorney General Complaint 2011-CONSC-00304479 by Claimant purportedly addressed by AT&T and Sherri Baker, AT&T Office of the President of AT&T - from April 9, 2011 date of filing the complaint to the present include all documents, work papers, internal and external correspondence, emails, and any other memorialization of the Claimant's file in any format since 2009 to the present.
5. Produce any and all communication with collection entities and/or collection agencies regarding Claimant since 2009 to the present. All communications with any

entity or individual about James Chelmowski credit and payment history from 2003 to the present.

6. Produce any and all AT&T cell phone bills for Claimant's accounts from 01/04/2011 to the present.
7. Produce any and all AT&T policies and/or procedures for certified mail receipt in the AT&T legal department or other departments and any certified mail log that would verified the 2 letters were received from Claimant or not received as AT&T claims on April 8, 2013 and March 1, 2013.
8. Produce any and all AT&T policies and procedures, porting manual and instructions given to AT&T employees for proper number porting from AT&T to another service provider with all steps and codes since 2009 to the present.
9. Produce proof of AT&T Counterclaim filing on or before 5-1-13, any certified mail receipt and/or proof of service on Claimant for said filing and the order by the Arbitrator authorizing said filing.
10. Produce all correspondence, emails and communications memorialized in any form addressing the Claimant's porting claims and other claims against AT&T since December 1, 2009 to the present including communications from or to Stephanie Maidlow, Jan Mendal, Ann Mittelstead, Jim Camberis, Ralph del Vega, John Stephens, Sherri Baker, Margaret Trammel, Paul Bland Jr., Deepak Gupta, any representatives from Public Justice, Timothy McPike and/or any representatives from the Illinois Attorney General's Office, FCC Representatives and XO Porting Manager.
11. Produce any and all specific internal email communications from, to or about Claimant from December 10, 2009 to the present including but not limited to 1,365 opened and/or reviewed by Randall Stephenson, Chairman, Chief Executive Officer and President, 974 emails opened and/or reviewed by John Stanky, President and Chief Executive Officer AT&T Business Solutions, 705 emails opened and/or reviewed by Ralph del Vega, President and Chief Executive Officer AT&T Mobility, 470 emails opened and/or reviewed by Wayne Watts, Senior Executive Vice President and General Counsel, 481 emails opened and/or reviewed by Brooks McCorkle, Senior Vice President Investor Relations and any other AT&T employees opening and/or reviewing any emails by Claimant during that time period.

Respectfully submitted,



Robert A. DeStefano, Attorney for Claimant

AMERICAN ARBITRATION ASSOCIATION

JAMES CHELMOWSKI,)
Claimant)
)
v.) Case No. 51 434 263 13
)
AT&T MOBILITY,)
Respondent)

AT&T MOBILITY’S POST-HEARING BRIEF

AT&T Mobility LLC (“AT&T”), the Respondent, hereby submits this brief in support of its position that it did not breach its contract with Mr. Chelmowski, did not engage in conversion, fraud, intentional infliction of emotional distress or violate 75 FR 35315. The evidence adduced during the hearing demonstrates that it was Mr. Chelmowski who breached the Wireless Service Agreement (“WSA”), failed to pay his outstanding debt and engaged in a campaign of harassment against employees, officers and directors of AT&T.

I. AT&T did not Breach the Arbitration Agreement – Mr. Chelmowski Did

Mr. Chelmowski asserts that AT&T breached the WSA because AT&T refused to pay his AAA filing fee. The WSA specifically provides, however, that AT&T “. . . will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000.” See Claimant’s Exhibit 2, Section II – 0006. Mr. Chelmowski’s claims has consistently been for “\$75,000 Plus punitive damages.” See Respondent’s Exhibit 1. Mr. Chelmowski acknowledged during the arbitration hearing that he has been seeking \$75,000 plus punitive damages since the outset of this case. Therefore, AT&T has not been and is not obligated to reimburse him for his AAA filing fee.

Mr. Chelmowski also asserts that AT&T breached the arbitration agreement by “intentionally neglected(sic) to arbitrate all disputes.” AT&T, in fact, did arbitrate this dispute and has been very accommodating to Mr. Chelmowski while he initially sought and obtained legal representation. Mr. Chelmowski and his attorneys were afforded multiple opportunities to amend his claim and there is simply no basis for the assertion that AT&T breached the arbitration agreement by failing to arbitrate this dispute.

Mr. Chelmowski additionally claims that AT&T did not provide the appropriate arbitration forms and information on its website. AT&T's Notice of Dispute forms were, however, available on-line to Mr. Chelmowski.¹ As recognized by the United States Supreme Court in *AT&T Mobility LLC v. Concepcion*, 131 S. Ct. 1740 (2011), AT&T's arbitration forms are simple to use and are easily locatable on AT&T's web site. In any event, there is no contractual obligation contained in the WSA to provide *forms* to Mr. Chelmowski and, indeed, it is not the *form* that matters. Instead, the contract provides that: "A party who intends to seek arbitration must first send the other, by certified mail, a written Notice of Dispute ('Notice'). * * * The Notice must (a) describe the nature and the basis of the claim or dispute, and (b) set forth the specific relief sought ('Demand')." See Claimant's Exhibit 2, Section II – 0006. Mr. Chelmowski did not comply with this provision. Instead he simply initiated this arbitration. In his demand for arbitration, he described the dispute as: "AT&T executives February 28, 2011 & continuing now documented actions are willful & deliberate intention to harm and praying on the vulnerability of the plaintiff's rights and health, including consumer rights, slander, theft, misappropriation, winful and wanton action." See Respondent's Exhibit 1. Therefore, even if the demand for arbitration was construed as the Notice, it did not describe the nature and the basis of the claim or dispute, and set forth the specific relief sought as required by the contract. That did not occur until Mr. DeStefano submitted his amended claim well into the arbitration process on September 27, 2013.

Accordingly, even if Mr. Chelmowski were to prevail on any of his claims (and he should not) he would not be entitled to either "the alternative payment" award or attorneys' fees under the WSA.

II. AT&T Did Not Deprive Mr. Chelmowski of Access to Voicemail on His phone Number Ending in 0000 – That Line Never Had a Voicemail Mailbox.

As previously explained to Mr. Chelmowski and as explained by Mr. Camberis during the arbitration, Mr. Chelmowski's line ending in 0000 was set up to use a Fast Forward device, not voicemail. When calls were placed to that number they would be automatically transferred to his main number – (847) 744-5626 -

¹ Mr. Chelmowski obtained an affidavit from Timothy McPike who claimed that he was unable to obtain access to certain AT&T URLs on June 18, 2013. We certainly dispute that but it is in any event irrelevant as to whether Mr. Chelmowski could obtain access to those URLs prior to the initiation of his demand for arbitration in February of 2013.

utilizing a Fast Forward phone and cradle. Mr. Chelmowski had a voicemail mailbox set up on the 5626 line and he was always able to access that voicemail and testified during the arbitration that that that account was never impaired in any way. His current dispute arose when his account was suspended for non-payment on January 12, 2011. In order for the Fast Forward device to work properly, Mr. Chelmowski needed to have the phone assigned to the 0000 number placed in the Fast Forward cradle when the account was reactivated. However, because he had misplaced both the phone and the Fast Forward cradle, the feature needed to be manually adjusted on his account using AT&T's Snooper² program which required customer service support. Mr. Camberis did this for him after the issue was brought to AT&T's attention on two separate occasions. Accordingly, AT&T did not deprive Mr. Chelmowski of access to his voicemail and there is no merit to his claim that he was therefore damaged.

III. AT&T Did Not refuse to Allow Mr. Chelmowski to Port His Wireless Number ending in 0400 – AT&T Was Unable to Port The Number Due to a Pending/Un-cancelled Port Request

Mr. Chelmowski first submitted a port request for phone number (847) 768-0400 through XO Communications on January 18, 2010. This was explained to Mr. Chelmowski, to the Federal Communications Commission and to the Illinois Attorney General's Office in response to his complaints. See Claimant's Exhibit 4, ATT-0077 and ATT-0103. That port request was unsuccessful because the account number that was provided by XO Communications to AT&T was incorrect. According to AT&T's LNP Teleport Tool, the account number listed was 25463342. However, his actual account number was 254633342 (i.e., it was missing a 3). On February 4, 2010, when he called AT&T to inquire as to the status of the port request he was informed that it did not go through because the information provided to XO Communications was incomplete. See Respondent's Exhibit 25. Mr. Chelmowski acknowledged this during the arbitration hearing. As explained by Mr. Camberis, that port request was never modified or cancelled by XO Communications. Mr. Camberis further explained that AT&T does not have the ability to cancel or modify another carrier's port request.

² Mr. Camberis testified that Snooper is an interface that allows customer service representatives to access technical support and some limited engineering functions to assist with customer issues.

A little over a year later, Mr. Chelmowski attempted to port all four of his wireless numbers (including (847) 768-0400) from AT&T to OOMA Communications in March of 2011. As explained by Mr. Camberis, OOMA Communications is a voice over internet service provider (VOIP), rather than a direct telecommunications company. OOMA Communications utilized US Xchange d/b/a "Choice One" as their telecommunications service provider to facilitate the port. According to the testimony of Mr. Camberis, which was derived from his conversations with Tina Jay, a Manager in the Sales Execution Program who had access to the LNP Teleport Tool, OOMA, through Choice One, attempted to port the 0400 number multiple times. At first, the port requests were rejected because Choice One had listed Mr. Chelmowski's phone number (8477680400) as the account number and because of the pending/un-canceled port request from XO Communications. Later, modified port request were submitted using the proper account number but the port requests were still rejected because of the pending/un-canceled port request through XO Communications.

All three of Mr. Chelmowski's other lines (847-744-5626; 847-768-0000 and 847-917-2384) were successfully ported to Choice One in March of 2011. Phone number (847) 768-0400 was never successfully ported and was cancelled for non-payment on May 19, 2011. According to Mr. Camberis, that phone number is currently an unassigned landline number in AT&T's block of landline numbers available for assignment. AT&T had no incentive, no desire and no intent to prevent Mr. Chelmowski from porting the number ending in 0400 to another carrier. Indeed, if AT&T did have such intent why would it have allowed the other three numbers (that were actually used)³ to be successfully ported out at the same time? The truth is that AT&T was unable to port the 0400 number to another carrier because there was a pending/un-cancelled port request that had been previously submitted at the direction of Mr. Chelmowski by XO Communications that only Mr. Chelmowski and XO Communications could cancel.

³ As demonstrated during the hearing, there was little to no usage at all on the 0400 number. See Respondent's Exhibits 6 – 15.

IV. Mr. Chelmowski Has Failed to Demonstrate Any Compensable Damages As a Matter of Law

AT&T did not commit any wrongful act against Mr. Chelmowski. However, even if it had engaged in the conduct alleged (which it did not), the damages that Mr. Chelmowski claims for breach of contract—specifically, attorney’s fees and costs, punitive damages, lost wages, lost profits, and reimbursement for medical and psychiatric bills—are not available as a matter of Illinois law. Under Illinois law, neither attorneys’ fees and costs nor punitive damages may be recoverable for breach of contract. *See, e.g., Geisler v. Everest Nat’l Ins. Co.*, 980 N.E.2d 1170, 1188 (Ill. App. Ct. 2012) (“Illinois normally follows the ‘American rule,’” under which “a successful litigant may not recovery attorney fees in the absence of a statute or a contractual agreement between the parties permitting recover of attorney fees.”); *Johnson v. George J. Ball, Inc.*, 617 N.E.2d 1355, 1362 (Ill. Ct. App. 1993) (“Generally, punitive damages are not available in a breach of contract action.”). To the extent that Mr. Chelmowski seeks lost wages to reimburse him for his time pursuing this dispute, they are not recoverable because he is effectively seeking attorney’s fees for his own time—which as noted above are not available—and because under Illinois law a party cannot obtain attorney’s fees for his own time spent pursuing his or her case. *See, e.g., Brazas v. Ramsey*, 682 N.E.2d 476, 479-80 (Ill. App. Ct. 1992) (rejecting request by “pro se plaintiff” for attorney’s fees). And to the extent that Mr. Chelmowski seeks lost wages on any other theory, that type of damage—like his other categories of consequential damages (i.e., lost profits and medical and psychiatric bills)—was not a reasonably foreseeable consequence of the alleged breach of contract and thus is not recoverable as a matter of law. *See, e.g., F.E. Holmes & Son Constr. Co. v. Gualdoni Elec. Serv., Inc.*, 435 N.E.2d 724, 728 (Ill. App. Ct. 1982). Additionally, the WSA provides: “Unless applicable law precludes parties from contracting to so limit liability, and provided such law does not discriminate against arbitration clauses, AT&T shall not be liable for any indirect, special, punitive, incidental or consequential losses or damages you or any third party may suffer by use of, inability to use, service or Equipment provided by or through AT&T, including loss of business or good will, revenue or profits, or claims of personal injuries.” *See* Respondent’s Exhibit 2.

Mr. Chelmowski's other claims—for conversion, fraud, intentional infliction of emotional distress, and for violation of the FCC's porting rules—are all derivative of his breach of contract claim and fail with it. Those claims also fail for additional reasons. Mr. Chelmowski's conversion claim fails because he did not prove that AT&T "wrongfully and without authorization" deprived him of "property" to which he had an "absolute and unconditional right of possession." *Weisberger v. Weisberger*, 954 N.E.2d 282, 289 (Ill. App. Ct. 2011). The Seventh Circuit has explained, "no one—not [the] Customer" nor "even the phone company—has a property right in a phone number." *Soppet v. Enhanced Recover Co.*, 679 F.3d 637, 639-40 (7th Cir. 2012) (citing *John v. 1-800-FLOWERS.com, Inc.*, 284 F.3d 807 (7th Cir. 2002)); see also, e.g., *Eagle v. Morgan*, 2011 WL 6739448, at *12 n.5 (E.D. Pa. Dec. 22, 2011) (noting concession that claim under Pennsylvania law for conversion of a cell phone number is meritless). Mr. Chelmowski's fraud claim fails because he did not prove, as he was required, that he relied to his detriment on any alleged misstatement by AT&T. See, e.g., *Siegel Dev., LLC v. Peak Constr. LLC*, 993 N.E.2d 1041, 1059 (Ill. App. Ct. 2013). Instead, he testified that he never believed anything AT&T told him. His claim for intentional infliction of emotional distress fails because he did not meet his burden to demonstrate that AT&T's conduct was "so outrageous in character, and so extreme in degree, as to go beyond all possible bounds of decency." *Ulm v. Mem. Med. Ctr.*, 964 N.E.2d 632, 642 (Ill. App. Ct. 2012) (internal quotation marks omitted). The evidence presented during the hearing instead demonstrated that AT&T made every effort to assist and accommodate Mr. Chelmowski. And finally, his claim for an alleged violation of the FCC's porting rules fails because there is no private right of action for violation of that regulation, 47 C.F.R. § 52.31. See also *Conboy v. AT&T Corp.*, 241 F.3d 242, 252-53 (2d Cir. 2001) ("[Because] the FCC is primarily responsible for the interpretation and implementation of the Telecommunications Act and FCC Regulations," where there is not explicit language providing for a private right of action or a comparable indication of congressional intent, "no private right of action for money damages can be implied.").

IV. AT&T Is Entitled to Damages Because Mr. Chelmowski Failed to Pay his Outstanding Invoice and Engaged in a Pattern of Abuse and Harassment Against AT&T

As explained by Mr. Camberis and demonstrated by Mr. Chelmowski's invoices, the amount that remains unpaid on his account is \$345.88. Additionally, AT&T has incurred significant arbitration related fees (i.e., in excess of \$1,350.00) and expenses including the fees due for the costs of the arbitration hearing itself.

Mr. Chelmowski repeatedly harassed officers and executives of AT&T by sending unsolicited e-mails purporting to come from his son claiming that Mr. Chelmowski had died or was dying (i.e., "We are sorry to report the passing . . .," ""HELP we don't want my dad to die (Jim Chelmowski) from his son," etc. He sent numerous other e-mails to Randall Stephenson – Chairman & CEO of AT&T Inc., Ralph De La Vega – President & CEO of AT&T Mobility LLC, Wayne Watts – Sr. Executive Vice President & General Counsel of AT&T Inc., John Stankey – Group President & Chief Strategy Officer of AT&T Inc., Rayford Wilkins – CEO of Diversified Businesses of AT&T Inc., among many others. He also sent an envelope containing an unmarked, crumpled up, green sheet of paper to Mr. Camberis during the course of this arbitration which caused Mr. Camberis some concern for his safety and the safety of his employees. AT&T respectfully submits that it is entitled to at least \$5,000.00 in damages because of Mr. Chelmowski's abuse and harassment.

Furthermore, AT&T respectfully requests a finding that Mr. Chelmowski's claims were frivolous and brought for improper purposes as measured by the standards set forth in Federal Rule of Civil Procedure 11(b), and that AT&T be awarded its costs and such further relief deemed just and reasonable.

Respectfully submitted,


Thomas J. Green
AT&T Mobility LLC

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JAMES CHELMOWSKI,)	
)	
Plaintiff,)	No. 14 CV 7283
)	
v.)	Judge Zagel
)	
)	Magistrate Judge Cole
AT&T MOBILITY LLC,)	
)	
)	
Defendant.)	

**DEFENDANT'S MOTION
TO DISMISS COMPLAINT AND TO CONFIRM ARBITRATION AWARD**

Defendant AT&T Mobility LLC hereby moves, pursuant to Fed. R. Civ. P. 12(b)(6) and 9 U.S.C. § 9, to dismiss the complaint filed by plaintiff James Chelmowski and to confirm the arbitration award entered in the arbitration conducted in Chicago, Illinois under the auspices of the American Arbitration Association, Arbitration No. 51-434- E-263-13, Celeste Hammond, Arbitrator. In support of its Motion, defendant states as follows:

1. *Pro se* plaintiff James Chelmowski has filed a pleading entitled "Complaint for Administrative Review." The allegations of the complaint have nothing to do with administrative review, but instead concern plaintiff's objections to the outcome of a private arbitration between plaintiff and defendant AT&T Mobility LLC ("AT&T Mobility"). In substance, plaintiff seeks to vacate the arbitration award pursuant to 9 U.S.C. §10.

2. Well-established law places strict limits on the Court's authority to review or overturn arbitration awards. Nothing that plaintiff alleges or can establish about the arbitration in this dispute remotely approaches the level of impropriety that would justify judicial

intervention. As a result, the Court should deny his application to vacate the award under 9 U.S.C. § 10, confirm the award pursuant to 9 U.S.C. § 9, and dismiss plaintiff's complaint pursuant to Fed. R. Civ. P. 12(b)(6).

3. The reasons supporting defendant's Motion are more fully set forth in the Memorandum in Support of Defendant's Motion to Dismiss and to Confirm Arbitration Award, which is filed herewith and is hereby incorporated as if fully set forth herein.

WHEREFORE, defendant respectfully requests that the Court (1) deny plaintiff's application to vacate the arbitration award; (2) enter an order confirming the award pursuant to 9 U.S.C. § 9; (3) dismiss plaintiff's complaint pursuant to Fed. R. Civ. P. 12(b)(6); and (4) grant such other relief as the Court deems just and appropriate.

Respectfully submitted,

AT&T MOBILITY LLC

By:

/s/ Mark W. Lewis

One of Its Attorneys

Mark W. Lewis
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mark.w.lewis@att.com

Dated: September 25, 2014

NOTIFICATION AS TO AFFILIATES

PLEASE TAKE NOTICE pursuant to Local Rule 3.2 that defendant AT&T Mobility LLC is affiliated with AT&T Inc., whose securities are listed on the New York Stock Exchange.

Respectfully submitted,

AT&T MOBILITY LLC

By:

/s/ Mark W. Lewis

One of Its Attorneys

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Dated: September 25, 2014

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

JAMES CHELMOWSKI,)	
)	
Plaintiff,)	No. 14 CV 7283
)	
v.)	Judge Zagel
)	
)	Magistrate Judge Cole
AT&T MOBILITY LLC,)	
)	
)	
Defendant.)	

**MEMORANDUM IN SUPPORT OF DEFENDANT'S
MOTION TO DISMISS COMPLAINT AND TO CONFIRM ARBITRATION AWARD**

Pro se plaintiff James Chelmowski has filed a pleading entitled "Complaint for Administrative Review." The allegations of the complaint have nothing to do with administrative review, but instead concern plaintiff's objections to the outcome of a private arbitration between plaintiff and defendant AT&T Mobility LLC ("AT&T Mobility"). In substance, plaintiff seeks to vacate the arbitration award pursuant to 9 U.S.C. §10.

Well-established law places strict limits on the Court's authority to review or overturn arbitration awards. Nothing that plaintiff alleges or can establish about the arbitration in this dispute remotely approaches the level of impropriety that would justify judicial intervention. As a result, the Court should deny his application to vacate the award under 9 U.S.C. § 10, confirm the award pursuant to 9 U.S.C. § 9, and dismiss plaintiff's complaint pursuant to Fed. R. Civ. P. 12(b)(6).