

March 20th, 2015
Commission's Secretary
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Federal Communications Commission
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Deena Shetler:
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Re: WC Docket No. 06-210
CCB/CPD 96-20

Duration of the Joint and Several Liability Period Under 2.1.8 Appears to be 1 Day on a Traffic Only Transfer

FCC Staff

The FCC was not asked to determine how long the remaining joint and several liability period was under 2.1.8 but I think it is important that when the FCC rules it should also explain the following.

The FCC 2003 Decision correctly states that on the Inga-CCI **plan** transfer the Inga Companies remained jointly and several liable for the plan obligations (revenue and time commitments). However the period of remaining jointly and severally liable may have been misunderstood by the District Court and the possibly the FCC that was not asked to evaluate how long the joint and several liability period lasted.

In reading the District Court and FCC Decision it appears as if the Inga Companies would **always and forever** remain jointly and severally liable. A former tariff consultant said that is a ridiculous assumption/interpretation.

How can a former AT&T customer in the real world transfer away a plan and **always and forever** remain jointly and severally liable! Is AT&T going to go after the former customer many years from transfer, for transferring away its plan that a new AT&T

customer could no longer meet the transferred plans revenue and time commitments!!!
Simply Absurd!

The consultant said the time period for remaining jointly and severally liable is controlled by **(2) the unexpired portion of any applicable minimum payment period.** The minimum payment period is defined in the tariff as **1 day!**

The overlooked minimum payment period applies to **BOTH** plan transfers and traffic only transfers:

In a plan transfer the former customer does remain jointly and severally liable but only for 1 day! This makes sense because when the plans went into default AT&T went after CCI for the shortfall and termination penalties and CCI's president Larry Shipp told AT&T that CCI doesn't have any money and that AT&T should go after Inga Companies. AT&T told CCI's Larry Shipp AT&T can't because under the tariff Inga Companies commitments for revenue and time obligations already expired. Of course AT&T would have gone after the Inga Companies if the Inga Companies were still jointly and severally liable.

On a traffic only transfer the former customer is also jointly and severally liable **on just the traffic** that it transfers. In the case of a traffic only transfer what is at issue is the **liability for the phone bill** (i.e. bad debt) when transferred between the former customer and the new customer. The new customer must assume 100% of the liability for bad debt AFTER the 1 day.

However on the transfer day ---especially since transfers are often mid-day ---the former customer does remain jointly and severally liable with the new customer for the bad debt on the phone bills but just for the 1 day!

I will allow AT&T to refute or confirm this before further analysis is done.

Section 2.1.8 stated in full:

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

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

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

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

Plaintiffs