

FORMAL COMPLAINT INTAKE FORM

1. Case Name: Global Development v. Charter Communications & AT&T

2. Complainant's Name, Address, Phone and Facsimile Number, e-mail address (if applicable):
Global Franchise Development Corporation, 90 Kali M. L. Henderson, 33900 Schoolcraft
Livonia, MI 48150; K.Henderson@Cmclaw.com

3. Defendant's Name, Address, Phone and Facsimile Number (to the extent known), e-mail address (if applicable):
Charter Communications, Inc., 400 Atlantic St, Stamford, CT 06901; (203) 905-7801
AT&T, 208 South Akard St, Dallas, TX 75202; 800-291-4952

4. Complaint alleges violation of the following provisions of the Communications Act of 1934, as amended:
47 USC § 201(B)

Answer (Yes, No or N/A) to the following

- 5. Complaint conforms to the specifications prescribed by 47 C.F.R. Section 1.734
- 6. Complaint complies with the pleading requirements of 47 C.F.R. Section 1.729.
- 7. Complaint conforms to the format and content requirements of 47 C.F.R. Section 1.721, including but not limited to:
 - a. Complaint contains a complete and fully supported statement of facts, including a detailed explanation of the manner in which the defendant is alleged to have violated the provisions of the Communications Act of 1934, as amended, or Commission rules or Commission orders.
 - b. Complaint includes proposed findings of fact, conclusions of law, and legal analysis relevant to the claims and arguments set forth in the Complaint.
 - c. If damages are sought in this Complaint, the Complaint comports with the specifications prescribed by 47 C.F.R. Section 1.722(a), (c).
 - d. Complaint contains a certification that complies with 47 C.F.R. Section 1.721(a)(8), and thus includes, among other statements, a certification that: (1) complainant mailed a certified letter outlining the allegations that formed the basis of the complaint it anticipated filing with the Commission to the defendant carrier; (2) such letter invited a response within a reasonable period of time; and (3) complainant has, in good faith, discussed or attempted to discuss, the possibility of settlement with each defendant prior to the filing of the formal complaint.
 - e. A separate action has been filed with the Commission, any court, or other government agency that is based on the same claim or the same set of facts stated in the Complaint, in whole or in part. If yes, please explain:
Informal Complaint No. 14-C00573456
 - f. Complaint seeks prospective relief identical to the relief proposed or at issue in a notice-and-comment proceeding that is concurrently before the Commission. If yes, please explain.
 - g. Complaint includes an information designation that contains:
 - (1) A complete description of each document, data compilation, and tangible thing in the complainant's possession, custody, or control that is relevant to the facts alleged with particularity in the Complaint, including: (a) its date of preparation, mailing, transmittal, or other dissemination; (b) its author, preparer, or other source; (c) its recipient(s) or intended recipient(s); (d) its physical location; and (e) its relevance to the matters contained in the Complaint; and
 - (2) The name, address, and position of each individual believed to have firsthand knowledge of the facts alleged with particularity in the Complaint, along with a description of the facts within any such individual's knowledge; and
 - (3) A complete description of the manner in which the complainant identified all persons with information and designated all documents, data compilations, and tangible things as being relevant to the dispute, including, but not limited to, identifying the individual(s) that conducted the information search and the criteria used to identify such persons, documents, data compilations, tangible things, and information.
 - h. Attached to the Complaint are copies of all affidavits, tariff provisions, written agreements, offers, counter-offers, denials, correspondence, documents, data compilations, and tangible things in the complainant's possession, custody, or control, upon which the complainant relies or intends to rely to support the facts alleged and legal arguments made in the Complaint.
 - i. Certificate of service is attached.
 - j. Verification of payment of filing fee in accordance with 47 C.F.R. Section 1.1105(f)(c) is attached.
- 8. If complaint is filed pursuant to 47 U.S.C. Section 271(d)(6)(B), complainant indicates therein whether it is willing to waive the 90-day complaint resolution deadline
- 9. All reported FCC orders relied upon have been properly cited in accordance with 47 C.F.R. Sections 1.14 and 1.720(i)

- 10. Copy of Complaint has been served by hand-delivery on either the named defendant or one of the defendant's registered agents for service of process in accordance with 47 C.F.R. Section 1.47 and 47 C.F.R. Section 1.735(d).
- 11. If more than ten pages, the Complaint contains a table of contents and summary, as specified in 47 C.F.R. Section 1.49(b) and (c).
- 12. The correct number of copies required by 47 C.F.R. Section 1.51(e), if applicable, and 47 C.F.R. Section 1.735(b) have been filed.
- 13. Complaint has been properly signed and verified in accordance with 47 C.F.R. Section 1.52 and 47 C.F.R. Section 1.734(e).
- 14. If Complaint is by multiple complainants, it conforms with the requirements of 47 C.F.R. Section 1.723(a).
- 15. If Complaint involves multiple grounds, it complies with the requirements of 47 C.F.R. Section 1.723(b).
- 16. If Complaint is directed against multiple defendants, it complies with the requirements of 47 C.F.R. Section 1.735(a)-(b).
- 17. Complaint conforms to the specifications prescribed by 47 C.F.R. Section 1.49.

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of

File No. _____

**GLOBAL FRANCHISE
DEVELOPMENT CORP.
d.b.a. EXOCTIC SPORTZ,**

Complainant,

Informal Complaint No. 14-C00573456.

v.

**AT&T and CHARTER
COMMUNICATIONS, INC.,**

Defendants.

42 U.S.C. § 208 FORMAL COMPLAINT

To: **The Commission.**

Enclosed please find a formal complaint filed under 42 U.S.C. § 208 on behalf of Global Franchise Development Corp. d.b.a. Exotic Sportz.

Filed by: **Cummings, McClorey, Davis & Acho, P.L.C.**

T. Joseph Seward (P-35095)

Kali M. L. Henderson (P-76479)

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Attorneys for Exotic Sportz

§ 208 FORMAL COMPLAINT – GLOBAL v. AT&T and CHARTER

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§ 208 FORMAL COMPLAINT – GLOBAL v. AT&T and CHARTER

SUMMARY

Global Development Corporation, d/b/a Exotic Sportz (“Exotic”), bring this formal complaint against AT&T and Charter Communications in regards to the unlawful porting of Exotic’s toll-free number.

Charter negligently and fraudulently represented that it could provide Exotic with telephone services to induce Exotic to execute a Letter of Authority and Service Agreement. Exotic, in reliance on Charter’s representations, executed both documents. Charter then determined that it could not service Exotic’s telephone system and cancelled the contract. Prior to cancelling Exotic’s contract, however, Charter ported Exotic’s telephone numbers, including its toll-free number away from AT&T to Charter. When the contract was cancelled, Charter informed Exotic that all telephone numbers would be ported back to AT&T. All numbers but Exotic’s toll-free number remained with AT&T. Three months later, Charter disconnected the toll-free number without notice to Exotic. The number was later reserved and purchased by a pornographic telephone hotline.

Exotic was not aware of this unlawful conduct because AT&T continued to bill Exotic for servicing the toll-free number for many months after the number was ported away from AT&T. Charter and AT&T have continuously and improperly denied any wrongdoing since the problem was discovered in January of 2014.

**Before the
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In the Matter of

File No. _____

**GLOBAL FRANCHISE
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v.

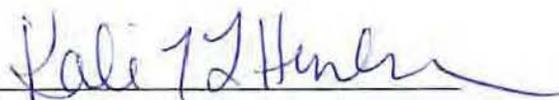
**AT&T and CHARTER
COMMUNICATIONS, INC.,**

Defendants.

STATEMENT OF PAYMNET

Under penalty of perjury, I swear the following to be true and accurate:

In regards to the Formal Complaint, captioned above, payment of \$450.00 has been made. On May 20, 2015, a remittance advice was received from the FFC Fee Filer system for the Formal Complaint. The Remittance Advice was submitted, along with a check for \$450.00, to the Federal Communications Commission, Enforcement Bureau, P.O. Box 979094, St. Louis, MO 63197-9000. The FRN used to submit the payment was 0024534653. See Exhibit 15.



T. Joseph Seward (P-35095)
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Phone: (734) 261-2400
Primary E-mail: tjseward@cnda-law.com
Attorneys for Exotic Sportz

Dated: June 8, 2015

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of

File No. _____

**GLOBAL FRANCHISE
DEVELOPMENT CORP.
d.b.a. EXOCTIC SPORTZ,**

Complainant,

Informal Complaint No. 14-C00573456.

v.

**AT&T and CHARTER
COMMUNICATIONS, INC.,**

Defendants.

COMPLAINT

To: The Commission.

The complainant, **Global Franchise Development, Inc., d.b.a. Exotic Sportz**, through its attorneys, Cummings, McClorey, Davis & Acho, P.L.C., shows that:

PARTIES

1. Global Franchise Development Corporation, which does business as Exotic Sportz (hereinafter referred to as "Exotic"), is corporation incorporated under the laws of the State of Michigan. The address for Exotic is P.O. BOX 977, Pinckney, Michigan 48169. Exotic's telephone number is (734) 878-2002. [**Exhibit 1, Corporate Filings for Exotic**].

2. Exotic is represented by the law firm of Cummings, McClorey, Davis & Acho, P.L.C., through counsels and T. Joseph Seward (P35095) and Kali M. L. Henderson (P76479). Counsels' office is located at 33900 Schoolcraft Road, Livonia, Michigan 48150. Counsels' telephone number is (734) 261-2400.

3. AT&T is a corporation authorized to conduct business under the laws of the State of Michigan. AT&T provides communication services. AT&T's registered office within the State of Michigan is 30600 Telegraph Road, Bingham Farms, Michigan 48025. It is believed that AT&T has offices all throughout the United States of America and has a headquarters at 208 South Akard Street, Dallas, Texas 75202. The telephone number for AT&T headquarters is believed to be (800) 291-4952. [**Exhibit 2, Corporate Documents for AT&T**].

4. Charter Communications, Inc. (hereinafter referred to as "Charter") is a corporation authorized to conduct business under the laws of the State of Michigan. Charter's registered office within the State of Michigan is 601 Abbott Road, East Lansing, Michigan 48823. It is believed that Charter has offices all throughout the United States of America and has a headquarters at 400 Atlantic Street, Stamford, Connecticut 06901. The telephone number for Charter's headquarters is believed to be (203) 905-7801. [**Exhibit 3, Corporate Documents for Charter**].

PROCEDURAL FACTS

5. Exotic hereby certifies that it has, in good faith, attempted to discuss the possibility of settlement with each defendant prior to the filing of the formal complaint. Exotic mailed a certified letter outlining the complaint on March 31, 2015, to each of the defendants. The letter requested that the defendants contact Exotic's counsel within 22 days. The letter was sent to the addresses of those representatives who had previously responded to the informal complaint. Counsel for Exotic also reached to individuals at the Commission for assistance in reaching the defendants. Counsel was eventually able to contact an individual at Charter, Ken Port, who stated that Charter had no records of ever having Exotic's toll-free number. Charter has continuously denied its involvement in this issue and has only frustrated the process by giving Exotic the run-around between individuals in the company who more often than not failed to return phone calls or had no information to offer. **[Exhibit 14, Certified Letter]**.

6. Exotic would be willing to participate in a form of alternative dispute resolution if the Defendants were willing. However, Exotic has had much difficulty even getting a person on the phone who has knowledge of the situation.

7. An informal complaint was previously filed in this matter on April 2, 2014, by Patrick Sturdy. Mr. Sturdy is an attorney at the office of Exotic's counsel. The informal complaint number was 14-C00573456.

UNDERLYING FACTS

8. Exotic is in the business of recreational sports, mainly paintball and airsoft. [**Exhibit 4, Affidavit of Exotic President David Massey**]. Exotic operates recreational facilities, coordinates recreational games, and sells recreational sporting equipment both online and at two retail location. [**Ex. 4**]. Exotic was formally incorporated in 1998, but has been in the paintball business for thirty years. [**Ex. 4; Exhibit 5, Articles of Incorporation**].

9. Early on its operations, Exotic was assigned the toll-free number of 1-888-EXOTIC-1. [**Ex. 4**]. Exotic relied heavily upon this toll-free number for twenty (20) years in marketing its business and the number was featured as the main contact number for the multiple branches of Exotic's business. [**Ex. 4**].

10. In April of 2013, the toll-free number was serviced by AT&T, while Exotic's internet services were provided by Charter. [**Ex. 4; Exhibit 6, AT&T April 2013 Invoice**].

11. In late April and/or early May of 2013, a representative of Charter approached Exotic about the possibility of bundling Exotic's existing internet services with phone services to be provided by Charter. [**Ex. 4**]. Exotic agreed, found the quote for services to be reasonable, and elected to switch its telephone service provider to Charter. [**Ex. 4; Exhibit 7, Affidavit of Terry Curry**].

12. Charter required Exotic to sign an "LOA," believed to be a letter of authority, and a Service Agreement under the representation that Charter would service Exotic's telephone system. [**Ex. 7**].

13. After Exotic executed the LOA and Service Agreement, a representative from Charter visited Exotic's office and determined that Exotic's existing phone system

was **not** compatible with Charter's system. Exotic was told that Charter would not be able to service its telephone lines and would have to cancel the service agreement. *Charter informed Exotic that it would return all of Exotic's telephone numbers to AT&T.* [Ex. 4; Ex. 7; Exhibit 8, Executed LOA; Exhibit 9, Executed Service Agreement].

14. Unbeknownst to Exotic, all but one of Exotic's telephone numbers was returned to AT&T – all but the toll-free number. [Ex. 4].

15. In January of 2014, Exotic received a telephone call from a customer informing it that the toll-free number was now directing callers to an pornography telephone service. Exotic then began to receive additional complaints from other customers regarding the phone number. [Ex. 4]. Exotic was not aware of a change in its toll-free number prior to receiving complaints from its customers in January 2014. [Ex. 4].

16. Exotic contacted AT&T to inquire about the change in the telephone number and was informed that the number had been ported to Charter on May 8, 2013. AT&T then suggested that Exotic contact Charter for additional information. [Ex. 4; See also Exhibit 10, Number History].

17. Exotic then contacted Charter. Charter reported that Beckham Telecom was now servicing Exotic's toll-free number. [Ex. 4]. Since that initial contact, Charter has continually denied that the toll-free number was ever ported to it. Charter stated that it never submitted a work order to have the number ported. [Ex. 4].

18. AT&T informed Exotic that the number had been ported out to Level 3 Communications on May 8, 2013, and the number was then activated by Charter on May 14, 2013. [Ex. 4].

19. Level 3 Communications informed Exotic that Charter did, indeed, submit a work order to have the number ported and that the work order number was Q2679113. Level 3 Communications also provided Exotic with a copy of the Responsible Organization Letter of Authorization signed by Dana Cosgrove on May 8, 2013. **[Exhibit 11, Documents Received from Level 3 Communications]**.

20. Despite the number being ported away from AT&T on May 8, 2013, AT&T continued to bill Exotic for the service and eventually issued a credit for the improper billing. Thus, even AT&T was unaware the number had been ported away. **[Exhibit 12, AT&T Bills]**.

21. None of Exotic's other telephone lines were altered and, thus, remained with AT&T. **[Ex. 4]**.

22. Customers, including mothers and children, calling Exotic's toll-free number were led to believe that Exotic was no longer in business. And, for a period of time while the toll-free number belonged to a pornography line, *anyone wearing Exotic merchandise was wearing an advertisement for a pornography service*. **[Ex. 4]**.

23. An investigation conducted by Exotic has revealed that after being ported to Charter on May 8, 2013, the toll-free number was disconnected on August 26, 2013, with no notice to Exotic. Exotic was still being billed for the number by AT&T at this time. **[Ex. 4; Ex. 10; Ex. 12]**.

LEGAL ANALYSIS & ARGUMENTS

24. Section 251(e)(1) of the Communications Act confers upon the Commission exclusive jurisdiction over "those portions of the North American Numbering Plan that pertain to the United States." [47 U.S.C. § 251(e)(1)].

25. It is well established that telephone numbers, including toll free numbers, area public resource they are not "owned" by either the telecommunications carriers or the subscribers. [Administration of the North American Numbering Plan, CC Docket No. 92-237, Report and Order, 11 FCC Rcd 2588, 2591 (1995); Toll Free Service Access Codes, CC Docket No. 95-155: Notice of Proposed Rulemaking, 10 FCC Rcd 13692, 13702 (1995), Fourth Report and Order and Memorandum Opinion and Order, 13 FCC Rcd 9058, 9061, n.14 (1998), Order, 20 FCC Rcd 15089, 15090-15091 (2005), Order, 21 FCC Rcd 9925, 9927 (2006), Order, 22 FCC Rcd 651, 653 (2007), Order, 24 FCC Rcd 13022, 13029 12 (2009)].

26. Section 201(b) of the Communications Act provides that, "All charges, practices, classifications, and regulations for and in connection with such communication service, shall be just and reasonable, and any such charge, practice, classification, or regulation that is unjust or unreasonable is declared to be unlawful." [47 U.S.C. § 201(b)].

27. Charter's failure to port Exotic's toll-free number back to AT&T after it determined it would be unable to service the number was clearly negligent. Charter's porting of the number prior to determining whether it could actually provide service to Exotic was also negligent. [See *Staton Holdings, Inc. v. MCI Worldcom*

Communications, Inc., 19 F.C.C.R. 8699, 19 FCC Red 8699 (holding that the erroneous disconnection of a toll-free number was negligent)].

28. AT&T's conduct of continuing to bill Exotic for a service it was no longer providing also amounts to negligence. AT&T owed Exotic a duty to only bill for those services for which it was providing and violated this duty. AT&T's conduct caused more than just an issue with over-billing, but it hindered Exotic's ability to discover that its toll-free number had been disconnected. **[See Staton Holdings, Inc. v. MCI Worldcom Communications, Inc., 19 F.C.C.R. 8699, 19 FCC Red 8699].**

DAMAGES & PROPOSED REMEDIES

29. Under Section 206 of the Communications Act, a common carrier is liable for the full amount of damages caused by their unlawful conduct. **[42 U.S.C. § 206]**.

30. Exotic has suffered significant damage to its business as a result of the improper disconnection of its toll-free number. Exotic's ability to recruit new customers through its existing marketing campaign was destroyed because the campaign prominently featured the toll-free number. Exotic suffered a decrease in customers and sales. On average, Exotic experienced approximately a 2.3% sales decrease every month following the improper porting of the toll-free number. In January of 2014, the first month the number belonged to the pornographic hotline, Exotic suffered a 64% decline in sales. Exotic also suffered serious damage to its reputation by inadvertently directing customers to a pornographic hotline. **[Ex. 4; Exhibit 13, Spreadsheets of Sales]**.

31. Exotic respectfully requests that Charter and AT&T be ordered to compensate Exotic fully for its damages for lost profits, injury to its reputations, and loss of its marketing materials. Based the sales figures attached as Exhibit 13, Exotic requests \$172,000.00 in lost profits, which includes expected future losses. Exotic also requests \$25,000.00 for the inventory of marketing materials that Exotic can no longer employ. Exotic also requests that it be fairly compensated for the damage to its reputation and the interruption in Exotic's business that this improper conduct caused in the amount of \$100,000.00. Exotic also requests its costs and attorney fees, which at present time total \$40,000.00, as provided by **47 U.S. Code § 206**. Thus, Exotic respectfully requests an award of in the amount of **\$337,000.00**. **[Ex. 4; Ex. 13]**.

32. Further, Exotic respectfully requests a declaration that Charter's failure to ensure it could service the number prior to porting the toll-free number away from

AT&T and subsequent failure to transfer the toll-free number back to AT&T was unlawful and in violation of applicable FCC regulations and policies.

33. Exotic also requests a declaration that AT&T's continued billing for a transferred and disconnected toll-free number was unlawful and in violation of applicable FCC regulations and policies.

34. It is further requested that the Commission enter an order directing that the toll-free number be transferred back to Exotic under Section 52.111 of the Rules expressly acknowledges the Commission's authority to authorized exceptions to the usual first-come, first-served protocol in certain cases. The Commission has in fact ordered transfers of toll-free numbers to specified users where there were important public interest reasons for so doing. Exotic respectfully submits that there are sufficient public interest grounds for granting such special relief in this case. [**Toll Free Access Codes, 20 FCC Rcd 15089 (2005) (800-RED-CROSS temporary reassignment order); Toll Free Access Codes, 21 FCC Rcd 9925 (WCB 2006) (800-RED-CROSS permanent reassignment order)** case); **Toll Free Access Codes, 22 FCC Rcd 651 (WCB 2007) (800/888-SUICIDE temporary reassignment order); Toll Free Access Codes, 24 FCC Rcd 13022 (2009) (800/888-SUICIDE permanent reassignment order), vacated and remanded sub nom. Kristin Brooks Hope Center v. FCC, 626 F.3d 393 (D.C. Cir. 2010)**]. The court's remand order in the case of 800/888 SUICIDE was based on insufficiency of the record underlying the factual basis for the determination, but did not disturb the fundamental principle, i.e., that sufficient public interest reasons do justify assignment of a number. Since the remand, the Commission has repeatedly extended the temporary reassignment of the number pending further development and evaluation of the factual record. [**Toll Free Access Codes, 26 FCC Rcd 327 (WCB 2011), 26**

FCC Rcd 1395 (WCB 2011), 26 FCC Rcd 8454 (2011), and 2011 FCC Lexis 3661 (DA 11-1512; WCB rel. Sept. 7, 2011)].

35. Unless there is hope for some form of remedy or redress when members of the public have been wrongfully deprived of access to toll-free numbers, they will have no incentive to present complaints to the Commission. But such complaints must be encouraged, for at least two important reasons. First, absent complaints, the Commission will never be made aware of such violations. The nature of toll-free number administration is such that the Commission cannot adequately monitor and police the conduct of Responsible Organizations like Charter and AT&T; indeed, often the subscribers and potential subscribers involved are unable to learn all the behind-the-scenes maneuvering involved. Second, the threat of such complaints can serve to deter Responsible Organizations from committing such violations. But unless there is a realistic hope of obtaining the sought-after number, a wronged party would have little incentive to expend the time and financial resources necessary to present a complaint to the Commission.

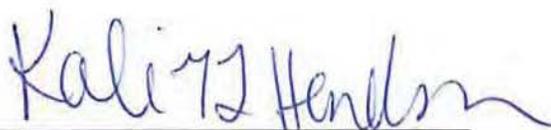
36. Exotic further asks that this matter be referred to the Enforcement Bureau for a full investigation, focusing particularly on the practices and actions Charter, including, but not limited to, the practice of soliciting letters of authorizations to transfer services before properly evaluating Charter's ability to provide the services they offer.

37. Depending on the results of such investigation, the Commission should impose such sanctions on Charter as it may determine is appropriate, for the violations of the Commission's regulations and policies, for the false statements and lack of candor in the carriers' responses to the informal complaint, and for any further violations found in the course of addressing this complaint or in the investigation proposed. Possible

sanctions should include, without limitation, a cease and desist order, monetary forfeiture, and decertification as a Responsible Organization.

Respectfully submitted,

David Massey, President of Exotic Sportz

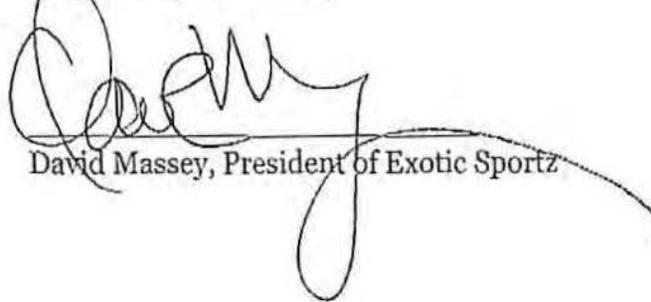


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Attorneys for Exotic Sportz

Dated: June 8, 2015

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Dated: May 8, 2015

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Complainant,

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v.

**AT&T and CHARTER
COMMUNICATIONS, INC.,**

Defendants.

INFORMATION DESIGNATION

Tangible Items

1. Corporate Filings for Exotic, attached to Complaint as Exhibit 1

Date of Preparation:	Unknown
Author/Source:	Counsel acquired the document on May 5, 2015 from the website of the Department of Licensing and Regulatory Affairs of the State of Michigan
Physical Location:	The document is accessible online and presumably stored by the Michigan Department of Licensing and Regulatory Affairs. A copy is also attached to the Complaint as Exhibit 1.
Relevance:	This document supports Exotic's statements regarding its operation as a corporation lawfully organized under the laws of the State of Michigan.

2. Corporate Documents for AT&T, attached to Complaint as Exhibit 2

Date of Preparation:	Unknown
Author/Source:	Counsel acquired the documents on April 30, 2015 from the website of the Department of Licensing and Regulatory Affairs of the State of Michigan, as well as from AT&T's website.
Physical Location:	The documents are accessible online and presumably stored by the Michigan Department of Licensing and Regulatory Affairs and AT&T. Copies are also attached to the Complaint as Exhibit 2.
Relevance:	This document supports Exotic's statements regarding AT&T's operation as a corporation lawfully permitted

to transact business in Michigan under the laws of the State of Michigan.

3. Corporate Documents for Charter, attached to Complaint as Exhibit 3

Date of Preparation: Unknown
Author/Source: Counsel acquired the documents on May 5, 2015 from the website of the Department of Licensing and Regulatory Affairs of the State of Michigan, as well as from Charter's website.
Physical Location: The documents are accessible online and presumably stored by the Michigan Department of Licensing and Regulatory Affairs and Charter. Copies are also attached to the Complaint as Exhibit 3.
Relevance: This document supports Exotic's statements regarding Charter's operation as a corporation lawfully permitted to transact business in Michigan under the laws of the State of Michigan.

4. Affidavit of Exotic President David Massey, attached to Complaint as Exhibit 4

Date of Preparation: May 8, 2015
Author/Source: David Massey
Physical Location: The document is in the possession of counsel for Exotic and also attached to the Complaint as Exhibit 4.
Relevance: This document supports many of the factual allegations contained in the Complaint.

5. Articles of Incorporation, attached to Complaint as Exhibit 5

Date of Preparation: Unknown
Author/Source: Counsel acquired the documents on May 5, 2015 from the website of the Department of Licensing and Regulatory Affairs of the State of Michigan.
Physical Location: The documents are accessible online and presumably stored by the Michigan Department of Licensing and Regulatory Affairs. Copies are also attached to the Complaint as Exhibit 5.
Relevance: This document supports Exotic's statements regarding its operation as a corporation lawfully organized under the laws of the State of Michigan.

6. AT&T April 2013 Invoice, attached to Complaint as Exhibit 6

Date of Preparation: Unknown; "Billing Date" of May 16, 2013.
Author/Source: AT&T.
Physical Location: Counsel for Exotic is in possession of the original. A copy of the Invoice is also attached as Exhibit 6 to the Complaint.
Relevance: This document supports Exotic's statements that AT&T was servicing its toll-free number prior to the porting of the number to Charter.

7. Affidavit of Terry Curry, attached to Complaint as Exhibit 7

Date of Preparation: May 8, 2015.
Author/Source: AT&T.
Physical Location: Counsel for Exotic is in possession of the original. A copy of the Invoice is also attached as Exhibit 6 to the Complaint.
Relevance: This document supports many of the factual allegations contained in the Complaint.

8. Executed LOA, attached to Complaint as Exhibit 8

Date of Preparation: May 1, 2013.
Author/Source: Charter Website
Physical Location: Counsel for Exotic is in possession of the document. A copy of it is also attached as Exhibit 8 to the Complaint.
Relevance: This document supports the factual allegation that Charter required a LOA to port the toll-free number before verifying services could actually be provided.

9. Executed Service Agreement, attached to Complaint as Exhibit 9

Date of Preparation: May 1, 2013.
Author/Source: Charter Website
Physical Location: Counsel for Exotic is in possession of the document. A copy of it is also attached as Exhibit 9 to the Complaint.
Relevance: This document supports the factual allegation that Charter required a Service Agreement before verifying services could actually be provided.

10. Number History, attached to Complaint as Exhibit 10

Date of Preparation: Unknown.
Author/Source: 800forall.com
Physical Location: Counsel for Exotic is in possession of the document. Presumably a copy can also be obtained from 800forall.com. A copy it is also attached as Exhibit 10 to the Complaint.
Relevance: This document supports the factual allegation that the toll-free number was disconnected on August 26, 2013.

11. Documents Received from Level 3 Communications, attached to Complaint as Exhibit 11

Date of Preparation: Unknown. Presumably May 8, 2013 based upon the date on the document.
Author/Source: Level 3 Communications
Physical Location: Counsel for Exotic is in possession of the document. Presumably a copy can also be obtained from Level 3 Communications. A copy it is also attached as Exhibit 11 to the Complaint.

Relevance: This document supports the factual allegation that Charter submitted a work order to have the toll-free number ported, despite its repeated denials.

12. AT&T Bills, attached to Complaint as Exhibit 12

Date of Preparation: Unknown; "Billing Date[s]" of June 16, 2013, July 16, 2013, August 16, 2013, September 16, 2013, and October 16, 2013

Author/Source: AT&T.

Physical Location: Counsel for Exotic is in possession of the original. A copy of the Invoices are also attached as Exhibit 12 to the Complaint.

Relevance: This document supports Exotic's statements that AT&T continued to charge Exotic for the toll-free number after it was ported to Charter.

13. Spreadsheets of Sales, attached to Complaint as Exhibit 13

Date of Preparation: May 8, 2015

Author/Source: Counsel for Exotic

Physical Location: Counsel for Exotic is in possession of the original. Copies are also attached as Exhibit 13 to the Complaint.

Relevance: This document supports Exotic's damages calculation.

14. Certified Letter, attached to Complaint as Exhibit 14

Date of Preparation: March 31, 2015

Author/Source: Counsel for Exotic

Physical Location: Counsel for Exotic is in possession of the original. Copies are also attached as Exhibit 14 to the Complaint.

Relevance: This document supports Exotic's statement that it complied with its procedural duty to negotiate with the defendants prior to filing this Complaint.

Individuals

1. David Massey

Title: President of Exotic

Address: c/o Counsel Kali M. L. Henderson
33900 Schoolcraft Rd.
Livonia, MI 48150

Relevance: Mr. Massey has knowledge of the factual allegations contained in the Complaint, as he is the President of Exotic and involved in the day-to-day operations of the business.

2. Terry Curry

Title: Former Employee of Exotic

Address: c/o Counsel Kali M. L. Henderson
33900 Schoolcraft Rd.

Livonia, MI 48150
Relevance: Ms. Curry is a former employee of Exotic Sportz. She worked in the office of Exotic and was heavily involved in the process of attempting to switch telephone carriers. She executed the Letter of Authority and Service Agreement.

3. Dana Cosgrove

Title: Employee of Charter
Address: Unknown
Relevance: Ms. Cosgrove submitted the work order to port Exotic's toll-free number on May 8, 2013.

4. Ken Port

Title: Senior Manager and Counsel for Charter Communications
Address: Unknown
Relevance: Mr. Port contacted Counsel for Exotic in May of 2015 and indicated Charter had no record of porting Exotic's toll-free number. He also indicated he investigate further.

5. Veronica Watts

Title: Manager – FCC Appeal Bureau, AT&T
Address: One AT&T Way, Suite 412
Bedminster, NJ 07921-0752
Relevance: Ms. Watts responded to the informal complaint filed by Exotic in 2014 on behalf of AT&T.

6. Michael Henry

Title: Executive Escalation Manager, Charter Communications
Address: 2 Digital Place
Simpson, South Carolina 29681
Relevance: Mr. Henry contacted Exotic's counsel after the informal complaint was filed in 2013.

7. Nick German

Title: Supervisor, SDI Department, Charter Communications
Address: Unknown
Relevance: Exotic was referred to Mr. German in February 2014 when it was investigating the porting of its toll-free number. After several attempts to contact Mr. German, Exotic received a phone call from him stating that he would call Exotic back in one-half hour. He did not do so, until much later that day. He told Exotic that Charter never had Exotic's toll-free number.

8. Brandon (Last name unknown)

Title: Employee of Charter Communications
Address: Louisville, Kentucky
Relevance: Brandon contacted Exotic in February of 2013 after Nick German failed to call Exotic back. Brandon said that Charter had looked up the toll-free number on 800forall.com and found out the number was now held by Beckham Telecom and there was no way to get it

back. He further stated that he was putting in a request for a credit for restitution.

9. Elaine (Last name unknown)

Title: Supervisor, Charter Communications
Address: Rochester, Minnesota
Relevance: Charter was directed to speak with Elaine in February 2014 when it was investigating the porting of its toll-free number. Elaine said Charter never put in a work order to port the toll-free number away from AT&T.

10. Sara Anderson

Title: Supervisor, Charter Communications
Address: Unknown
Relevance: Ms. Anderson is allegedly Elaine's supervisor.

11. Andrew (Last name unknown)

Title: Employee of Charter Communications
Address: Louisville, Kentucky
Relevance: Charter was spoke with Andrew on February 27, 2014 when it was investigating the porting of its toll-free number. Andrew said there is no paperwork regarding the porting of the toll-free number away from AT&T.

12. Cheryl (Last name unknown)

Title: Employee of AT&T
Address: Wisconsin
Relevance: Exotic spoke with Cheryl on February 27, 2014 when it was investigating the porting of its toll-free number. Cheryl said that Exotic's toll-free number was ported to Level 3 Communications.

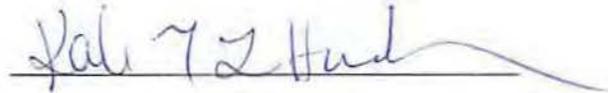
13. Allen (Last name unknown)

Title: Employee of Charter Communications
Address: Connecticut
Relevance: Charter was spoke with Allen on February 28, 2014 when it was investigating the porting of its toll-free number. Allen said that it was Charter's position that Charter never had Exotic's toll-free number. After overhearing while Exotic was on hold that Exotic was going to obtain an attorney, Allen told Exotic to have its attorney contact Charter's legal team.

Identification of Evidence

The tangible items and individuals identified above were discovered by reviewing the records held by Exotic, including notes of telephone conversations. Counsel

interviewed David Massey and Terry Curry regarding the events described in the Complaint. Counsel also reviewed Exotic's sales figures for the past five years. Counsel also spoke with Ken Port of Charter.

A handwritten signature in cursive script, reading "Kali M. L. Henderson", written over a horizontal line.

T. Joseph Seward (P-35095)
Kali M. L. Henderson (P-76479)
Cummings, McClorey, Davis & Acho, P.L.C.
33900 Schoolcraft
Livonia, MI 48150
Phone: (734) 261-2400
Primary E-mail: tjseward@cnda-law.com
Attorneys for Exotic Sportz

Dated: June 8, 2015

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of

File No. _____

**GLOBAL FRANCHISE
DEVELOPMENT CORP.
d.b.a. EXOCTIC SPORTZ,**

Complainant,

Informal Complaint No. 14-C00573456.

v.

**AT&T and CHARTER
COMMUNICATIONS, INC.,**

Defendants.

CERTIFICATE OF SERVICE

I, Kali M. L. Henderson, certify that a copy of the Complaint and accompanying documents, including FCC Form 485, was electronically filed through the FCC's ECFS system on June 9, 2015.

I, Kali M. L. Henderson, certify that an original copy of the Complaint and accompanying documents, including FCC Form 485, was served upon the following individuals or entities by way of First Class Mail on June 9, 2015:

Federal Communications Commission
Enforcement Bureau
P.O. Box 979094
St. Louis, MO 63197-9000

I, Kali M. L. Henderson, certify that a copy of the Complaint and accompanying documents, including FCC Form 485, was personally served upon the following individuals or entities by way of regular mail on June 9, 2015:

Charter Communications, Inc.
CSC Lawyers Incorporating Services Company
601 Abbot Rd.
East Lansing, Michigan 48823

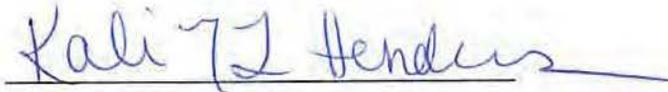
AT&T
The Corporation Company
30600 Telegraph Road
Bingham Farms, Michigan 48025

I, Kali M. L. Henderson, certify that six copies of the Complaint and accompanying documents, including FCC Form 485, was served upon the following individuals or entities by way of First Class Mail on June 9, 2015:

Marlene H. Dortch, Secretary
Federal Communications Commission
Office of the Secretary
445 12th Street, SW
Washington, DC 20554

I, Kali M. L. Henderson, certify that two copies of the Complaint and accompanying documents, including FCC Form 485, was served upon the following individuals or entities by way of First Class Mail on June 9, 2015:

Market Dispute Resolution Division
Enforcement Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554



T. Joseph Seward (P-35095)
Kali M. L. Henderson (P-76479)
Cummings, McClorey, Davis & Acho, P.L.C.
33900 Schoolcraft
Livonia, MI 48150
Phone: (734) 261-2400
Primary E-mail: tjseward@cnda-law.com
Attorneys for Exotic Sportz

Dated: June 9, 2015

§ 208 FORMAL COMPLAINT – GLOBAL v. AT&T and CHARTER

Index of Exhibits

- Exhibit 1 - Corporate Filings for Exotic
- Exhibit 2 - Corporate Documents for AT&T
- Exhibit 3 - Corporate Documents for Charter
- Exhibit 4 - Affidavit of Exotic President David Massey
- Exhibit 5 - Articles of Incorporation
- Exhibit 6 - AT&T April 2013 Invoice
- Exhibit 7 - Affidavit of Terry Curry
- Exhibit 8 - Executed LOA
- Exhibit 9 - Executed Service Agreement
- Exhibit 10 - Number History
- Exhibit 11 - Documents Received from Level 3 Communications
- Exhibit 12 - AT&T Bills
- Exhibit 13 - Spreadsheets of Sales
- Exhibit 14 - Certified Letter
- Exhibit 15 – Proof of Payment