

## COMMENTS OF PETITIONERS

**From:** Al [mailto:ajdmm@optonline.net]  
**Sent:** Thursday, November 19, 2015 8:08 AM  
**To:** Brown, Richard  
**Cc:** 'jonathan.sallet@fcc.gov' (jonathan.sallet@fcc.gov); 'john.Ingle@fcc.gov'; 'ray@grimes4law.com'; 'Pamela Arluk'; 'Ajit Pai'; 'Jessica Rosenworcel'; 'Robert McDowell'; 'Kay Richman'; 'Sharon Kelley'; 'Jane Halprin'; 'Julie Veach'; 'KJMWEB@fcc.gov'; 'Sharon Gillett'; 'MeredithAttwell.Baker@fcc.gov'; 'Michael.Copps@fcc.gov'; 'Jonathan.Adelstein@fcc.gov'; 'Eddie.Lazarus@fcc.gov'; 'Zachary Katz'; 'thomas.wheeler@fcc.gov'; 'Mike ORielly'; 'Mignon Clyburn'; 'Jessica Rosenworcel'; 'robert.ratcliffe@fcc.gov'; 'eric.botker@fcc.gov'; 'Jane Halprin'; 'Julie.Veach@fcc.gov'; 'Kay.Richman@fcc.gov'; 'KJMWEB@fcc.gov'; 'Matthew Berry'; 'robert.ratcliffe@fcc.gov'; 'Sharon Kelley'; 'Tom Wheeler'; 'Suzanne Tetreault'; 'David Gossett'; 'Jennifer Tatel'; 'Karen.onyeue@fcc.gov'; 'Stephanie Weiner'; 'Madelein.findley@fcc.gov'; 'Jim Bird'; 'Jamilla.ferris@fcc.gov'; 'John Williams'; 'Linda Oliver'; 'Richard Welch'; 'john.Ingle@fcc.gov'; 'Patrick Carney'; 'Deena Shetler'; ray@grimes4law.com; randolph.smith@fcc.gov; 'Pamela Arluk'; 'Jay Keithley'; 'eric.botker@fcc.gov'  
**Subject:** RE: Deena---AT&T confirmed to Judge Bassler: Your Honor, you are correct, there's no formal remand

Mr Brown confirmed receipt of the emails to plaintiffs only. He obviously didn't want the FCC to know he got the emails even though he was requested to reply all.

Deena the following is being uploaded to the FCC server:

AT&T confirmed to Judge Bassler during Oral Argument there was **no formal remand** by the DC Circuit back to the FCC; thus AT&T's sole defense of fraudulent use was defeated. **Case Over.**

The DC Circuits position is that **it only does "formal remands"**. There is no such thing as an "informal remand" and the FCC and AT&T knows that!!! If it was a remand the DC Circuit states it is a remand!

The FCC should have known it was not a remand but even if it was confused it could have simply asked the DC Circuit and the DC Circuit would have advised the FCC that it is **not** a remand of the Third Circuit's referred question.

Too bad Judge Bassler didn't understand that as he was totally confused because AT&T as the attached document shows scammed his Court silly and then scammed Judge Wigenton. Then filed the scam scams on the FCC—round 2.

AT&T will no longer even respond as Mr. Brown is now well aware that the FCC knows AT&T counsels intentionally scammed all Courts and the FCC.

See below....

Judge Bassler Oral Argument

4

15 THE COURT: Let me just stop you there for a minute.

16 I think there's some loose language in one of your

17 briefs where -- I don't have the page number in front of me,

18 where you say the DC Circuit remands the case to the FCC. I

19 don't see any language of remand.

20 MR. GUERRA: Your Honor, you are correct, there's no

21 formal remand but our view is that that's the only sensible way

22 to interpret what the DC Circuit did because it knew there was

23 primary referral to the FCC whether the transfer at issue was

24 permitted under the tariff. The FCC said the tariff provision

25 doesn't apply. That was the first ruling. The DC Circuit says

IRA N. RUBENSTEIN, CSR, Official Court Reporter, Newark, N.J.

5

1 that's completely wrong but here's this issue that has to be

2 decided if this transfer is permissible.

3 THE COURT: You don't think the DC Court knows how to

4 use the word "remand?"

5 MR. GUERRA: They do, your Honor. With all due respect  
 6 to the DC Circuit, they do sometimes feel a little bit -- as to  
 7 whether they **formally vacated** -- the agency didn't but should  
 8 have resolved the issue.

9 THE COURT: **What happens if it's not a remand?**

**From:** Al [<mailto:ajdmm@optonline.net>]

**Sent:** Wednesday, November 18, 2015 8:28 AM

**To:** Brown, Richard

**Cc:** 'jonathan.sallet@fcc.gov' ([jonathan.sallet@fcc.gov](mailto:jonathan.sallet@fcc.gov)); 'John.Ingle@fcc.gov'; 'ray@grimes4law.com'; 'Pamela Arluk'; 'Ajit Pai'; 'Jessica Rosenworcel'; 'Robert McDowell'; 'Kay Richman'; 'Sharon Kelley'; 'Jane Halprin'; 'Julie Veach'; 'KJMWEB@fcc.gov'; 'Sharon Gillett'; 'MeredithAttwell.Baker@fcc.gov'; 'Michael.Copps@fcc.gov'; 'Jonathan.Adelstein@fcc.gov'; 'Eddie.Lazarus@fcc.gov'; 'Zachary Katz'; 'thomas.wheeler@fcc.gov'; 'Mike ORielly'; 'Mignon Clyburn'; 'Jessica Rosenworcel'; 'robert.ratcliffe@fcc.gov'; 'eric.botker@fcc.gov'; 'Jane Halprin'; 'Julie.Veach@fcc.gov'; 'Kay.Richman@fcc.gov'; 'KJMWEB@fcc.gov'; 'Matthew Berry'; 'robert.ratcliffe@fcc.gov'; 'Sharon Kelley'; 'Tom Wheeler'; 'Suzanne Tetreault'; 'David Gossett'; 'Jennifer Tatel'; 'Karen.onyeue@fcc.gov'; 'Stephanie Weiner'; 'Madelein.findley@fcc.gov'; 'Jim Bird'; 'Jamilla.ferris@fcc.gov'; 'John Williams'; 'Linda Oliver'; 'Richard Welch'; 'John.Ingle@fcc.gov'; 'Patrick Carney'; 'Deena Shetler'; [ray@grimes4law.com](mailto:ray@grimes4law.com); [randolph.smith@fcc.gov](mailto:randolph.smith@fcc.gov); 'Pamela Arluk'; 'Jay Keithley'; 'eric.botker@fcc.gov'

**Subject:** RE: Richard --please also address within your public comments the following....

Deena

The attached document and all exhibits have been uploaded to FCC server: The brief for this filing was uploaded several days ago but the exhibits exceeded the FCC server capacity. Now the brief and all the exhibits are here: <http://apps.fcc.gov/ecfs/comment/view?id=60001310889>

AT&T counsel Richard Brown has been asked to comment or stick to AT&T's current position. He's sticking with the "all obligations" scam.

I also will upload this email and previous emails to the FCC server today to document that it is AT&T's continued position that:

- 1) "All obligations" including CCI's non-transferred plans revenue and time commit transfer on a traffic only transfer.
- 2) AT&T's position would therefore have **no merit to raise a "fraudulent use" defense** of CCI defaulting on not meeting the commitments that according to AT&T's "all obligations" position CCI does not retain these commitments to default on. So obviously fraudulent use could not have been a defense that had any merit to begin with according to AT&T's current counsels. Not that fraudulent use assertions had any merit in 1995 either.

Additionally fraudulent use would be precluded as:

- 1) The FCC has already denied this fraudulent use defense due to the illegal remedy. The DC Circuit and the FCC's then head OGC Counsel Austin Schlick and John Ingle all confirmed that the DC Circuit Decision was not a remand of the fraudulent use defense.
- 2) Even if "fraudulent use" defense was a remand the FCC and the DC Circuit by law must find the same illegal remedy as per the LAW OF THE CASE.
- 3) AT&T has not met the 15 days statute of limitation. Since AT&T did not meet the 15 days statute of limitation all AT&T defenses are precluded.
- 4) The FCC's 2003 Decision stated the June 17<sup>th</sup> 1994 issue must be decided by the NJFDC. The **June 17<sup>th</sup> 1994** tariff provision which grants immunity against shortfall is **prior to the Jan 1995 transfer**. In other words there is no merit to fraudulent use as AT&T can't be suspect CCI of fraudulent use when the plans were immune from the shortfall to begin with. The FCC 2003 Decision stated that the June 17<sup>th</sup> 1994 issue was not referred to the Court by Politan and is the law of the case. The FCC 2003 Decision has already stated the plans were Pre June 17<sup>th</sup> 1994 ordered to advise the NJFDC that the fraudulent use defense had no merit to begin with.
- 5) The plans had already met their fiscal year revenue commitment at the time of the CCI-PSE transfer and the contract as noted by the FCC enabled plaintiffs to bring the traffic back from PSE within 30 days.
- 6) The FCC in 1995 when AT&T filed Tr8179 the FOIA NOTES show the FCC already told AT&T that automatically forcing the plans to transfer in order for the revenue and time commitments to transfer was not a tariff provision the FCC will allow because there are many legitimate reasons why large scale traffic only transfers can be allowed without AT&T subjectively evaluating an AT&T customers INTENT. AT&T's Counsel Richard Meade certified to Judge Politan that the FCC was going to deny Tr8179 if AT&T did not withdraw it. To delay Judge Politan AT&T replaced Tr8179 with Tr9229 and that was the security deposits on potential shortfalls tariff page that resulted. AT&T counsel Mr Meade certified that this was a better way of protecting AT&T then subjectively assessing INTENT (FRAUDULENT USE speculation) but the deposit requirement against the FORMER CUSTOMER would only go into effect prospectively and not be determinative of the CCI-PSE transfer.
- 7) AT&T has already conceded it damaged co-plaintiff CCI and compensated CCI by paying CCI substantial cash and waiving the \$80 million in charges----for the exact same

transactions ( Jan 1995 transfer and June 1996 penalty infliction) as participated in by co-plaintiff Inga Companies.

- 8) The FCC is stating per the Jan 12<sup>th</sup> 2007 Order that the question of “which obligations transfer” is moot as it is outside the scope of the case. The FCC’s 2003 Decision states at FN 87 and FN 94 that the NJFDC must handle the 1) Unreasonable practices, 2) June 17<sup>th</sup> 1994 penalty issue 3) Discrimination. The only other issue was the non-remanded fraudulent use issue that AT&T current counsels are now claiming has no merit because CCI doesn’t keep any obligations as “all obligations” transfer. So you can’t have a fraudulent use issue open **WHEN AT&T COUNSELS ARE CLAIMING THAT FRAUDULENT USE IS NO HAS MERIT AS A DEFENSE! AT&T counsels want to intentionally scam the FCC then the FCC needs to use the AT&T’s counsel’s “all obligations” scam against AT&T.**

Deena--- If all these above facts were not even considered and the FCC were to again decide fraudulent use ---are we not putting the cart before the horse? If the FCC is explicitly advising the NJFDC that it needs to address the June 17<sup>th</sup> 1994 immunity provision, **that NJFDC determination must come before the fraudulent use defense anyway.** Given the overwhelming statements made by Judge Politan that the plans were pre June 17<sup>th</sup> 1994 and the FCC 2003 Decision confirming the plans were pre June 17<sup>th</sup> 1994 immune. How can the FORMER AT&T counsels -----that all claimed revenue and time commitments do not transfer--- raise a fraudulent use defense in 1995 if the plans were already grandfathered immune from the shortfall penalties?

The FCC Order noted below that AT&T generally grandfathers its plans and committed to do so even after reclassified as a Non-Dominant Carrier. So AT&T agreed to continue grandfathering plaintiffs as pre June 17<sup>th</sup> 1994 immune. AT&T even agreed that under EXCEPTIONAL CASES (which plaintiffs were not) that AT&T would still further grandfather customers. So not only were the plans pre June 17<sup>th</sup> 1994 immune but AT&T under FCC Order agreed to extend the pre June 17<sup>th</sup> 1994 grandfathered immunity from the Oct 23<sup>rd</sup> 1995. So plaintiffs 3 year contracts could have been restructured from Oct 23<sup>rd</sup> 1996 through Oct 23 1999! Even if plaintiffs were considered an EXCEPTIONAL CASE ---and IF AT&T only extended the pre June 17<sup>th</sup> 1994 provision 1 year from Oct 23<sup>rd</sup> 1995 through Oct 23<sup>rd</sup> 1996 that still meant that plaintiffs would have still been immune on June 1996 when AT&T applied the \$80 million in penalties. AT&T’s position under the FCC Order that it would “commit to continue that process” is committing to continue the pre June 17<sup>th</sup> 1994 grandfathering of plaintiffs. These are non-disputed facts via FCC Order that AT&T accepted to continue the grandfathering so obviously fraudulent use in Jan 1995 was never a defense that had merit and obviously AT&T unlawfully applied the penalties in June 1996.

All these other issues need to be addressed by the NJFDC FIRST!!! In the interest of the FCC’s resources, Judge Wigenton should address the June 17<sup>th</sup> 1994 issue first because if NJFDC agrees with the FCC 2003 decision that the plans were pre June 17<sup>th</sup> 1994 ordered and sees AT&T agreed to grandfather the plans AT&T has no merit in raising a fraudulent use defense in the first place!

Before the  
 FEDERAL COMMUNICATIONS COMMISSION FCC 95-427  
 Washington, D.C. 20554

In the Matter of )  
 )  
 Motion of AT&T Corp. to be )  
 Reclassified as a Non-Dominant Carrier )

ORDER

Adopted: October 12, 1995                      Released: October 23, 1995

By the Commission: Commissioners Barrett, Ness and Chong issuing separate statements.

134. Finally, we note that AT&T has voluntarily committed to implement certain measures that are designed to address criticisms of its business practices that resellers have raised in this proceeding and elsewhere. AT&T represents that the following reflects an agreement with the Telecommunications Resellers Association, and AT&T has committed to comply with this agreement:

As a general practice, AT&T grandfathers both existing customers and subscribed customers (i.e., customers who have submitted a signed order for service) when it introduces a change to a term plan (including Contract Tariffs, term plans under Tariffs 1, 2, 9, and 11, Tariff 12 Options and Tariff 15 CPPs), and it commits to continue that process. In exceptional cases, however, grandfathering may not be appropriate either because: (1) a change is necessitated by typographical errors, a service inadvertently priced below costs, rate changes where no individual rates (post-discount) are increased, or other comparable circumstances, or (2) the change is necessary to bring clarity to a non rate term or condition, where it is necessary to treat all customers alike (such as a change to the provisions for how orders are processed, but not including changes to the body of Contract Tariffs, Tariff 12 Options or Tariff 15 CPPs). In such circumstances, AT&T commits for a twelve-month period to offer its customers the following additional protections not required of non-dominant carriers:

- where AT&T makes any change to an existing term plan, AT&T will afford the affected customers 5 days meaningful advance notice of the tariff filing to give the customer the opportunity to object; provided, however, that for changes to discontinuance with or without liability, deposits and advance payments, or transfer or assignment of service, AT&T will file on 14-days' notice. (AT&T would have the unaffected right to change underlying tariff rates -- such as a general change to SDN rates -- unless the term plan protected the customer from such changes.) Where the affected customer(s) agrees to the revision, AT&T will note that agreement in its transmittal letter and file the change on 1 day's notice. Where the affected customer objects to the change, AT&T will file the change with the Commission on 6 days' notice. With respect to the 14 or 6 days notice filings, the substantial cause test will be applicable to the same extent as it is today.

Found Online At:

[http://www.fcc.gov/Bureaus/Common\\_Carrier/Orders/1995/fcc95427.txt](http://www.fcc.gov/Bureaus/Common_Carrier/Orders/1995/fcc95427.txt)

**From:** Al [<mailto:ajdmm@optonline.net>]  
**Sent:** Tuesday, November 17, 2015 7:48 AM  
**To:** Brown, Richard  
**Cc:** 'jonathan.sallet@fcc.gov' ([jonathan.sallet@fcc.gov](mailto:jonathan.sallet@fcc.gov)); 'john.Ingle@fcc.gov'; 'ray@grimes4law.com'; 'Pamela Arluk'; 'Ajit Pai'; 'Jessica Rosenworcel'; 'Robert McDowell'; 'Kay Richman'; 'Sharon Kelley'; 'Jane Halprin'; 'Julie Veach'; 'KJMWEB@fcc.gov'; 'Sharon Gillett'; 'MeredithAttwell.Baker@fcc.gov'; 'Michael.Copps@fcc.gov'; 'Jonathan.Adelstein@fcc.gov'; 'Eddie.Lazarus@fcc.gov'; 'Zachary Katz'; 'thomas.wheeler@fcc.gov'; 'Mike ORielly'; 'Mignon Clyburn'; 'Jessica Rosenworcel'; 'robert.ratcliffe@fcc.gov'; 'eric.botker@fcc.gov'; 'Jane Halprin'; 'Julie.Veach@fcc.gov'; 'Kay.Richman@fcc.gov'; 'KJMWEB@fcc.gov'; 'Matthew Berry'; 'robert.ratcliffe@fcc.gov'; 'Sharon Kelley'; 'Tom Wheeler'; 'Suzanne Tetreault'; 'David Gossett'; 'Jennifer Tatel'; 'Karen.onyeue@fcc.gov'; 'Stephanie Weiner'; 'Madelein.findley@fcc.gov'; 'Jim Bird'; 'Jamilla.ferris@fcc.gov'; 'John Williams'; 'Linda Oliver'; 'Richard Welch'; 'john.Ingle@fcc.gov'; 'Patrick Carney'; 'Deena Shetler'; [ray@grimes4law.com](mailto:ray@grimes4law.com); [randolph.smith@fcc.gov](mailto:randolph.smith@fcc.gov); 'Pamela Arluk'; 'Jay Keithley'; 'eric.botker@fcc.gov'  
**Subject:** FW: Richard --please also address within your public comments the following....

2<sup>nd</sup> request

Mr Brown ---Please **reply all** to confirm that you have received these emails.

Thank you,  
 Al Inga  
 Group Discounts, Inc.

**From:** Al [<mailto:ajdmm@optonline.net>]  
**Sent:** Sunday, November 15, 2015 1:22 PM  
**To:** Brown, Richard  
**Cc:** 'jonathan.sallet@fcc.gov' ([jonathan.sallet@fcc.gov](mailto:jonathan.sallet@fcc.gov)); 'john.Ingle@fcc.gov'; 'ray@grimes4law.com'; 'Pamela Arluk'; 'Ajit Pai'; 'Jessica Rosenworcel'; 'Robert McDowell'; 'Kay Richman'; 'Sharon Kelley'; 'Jane Halprin'; 'Julie Veach'; 'KJMWEB@fcc.gov'; 'Sharon Gillett'; 'MeredithAttwell.Baker@fcc.gov'; 'Michael.Copps@fcc.gov'; 'Jonathan.Adelstein@fcc.gov'; 'Eddie.Lazarus@fcc.gov'; 'Zachary Katz'; 'thomas.wheeler@fcc.gov'; 'Mike ORielly'; 'Mignon Clyburn'; 'Jessica Rosenworcel'; 'robert.ratcliffe@fcc.gov'; 'eric.botker@fcc.gov'; 'Jane Halprin'; 'Julie.Veach@fcc.gov'; 'Kay.Richman@fcc.gov'; 'KJMWEB@fcc.gov'; 'Matthew Berry'; 'robert.ratcliffe@fcc.gov'; 'Sharon Kelley'; 'Tom Wheeler'; 'Suzanne Tetreault'; 'David Gossett'; 'Jennifer Tatel'; 'Karen.onyeue@fcc.gov'; 'Stephanie Weiner'; 'Madelein.findley@fcc.gov'; 'Jim Bird'; 'Jamilla.ferris@fcc.gov'; 'John Williams'; 'Linda Oliver'; 'Richard Welch'; 'john.Ingle@fcc.gov'; 'Patrick Carney'; 'Deena Shetler'; [ray@grimes4law.com](mailto:ray@grimes4law.com); [randolph.smith@fcc.gov](mailto:randolph.smith@fcc.gov); 'Pamela Arluk'

**Subject:** RE: Richard --please also address within your public comments the following....

Mr. Brown

**Does AT&T's Chairman and Chief Executive Officer Randall L. Stephenson, and his staff maintain the same "all obligations" position as all of AT&T's counsels that: It has always been AT&T's terms and conditions for tariff section 2.1.8 that on all traffic only transfers the former customers revenue and time commitment of its non-transferring plan must also transfer.**

**Does Randall L. Stephenson, and staff oppose AT&T's "fraudulent use" defense since if "all obligations" transfer there would be no reason for AT&T to suspect CCI from not meeting the revenue and time commitments that AT&T counsels claim CCI does not keep.**

**We will assume AT&T counsels have consulted with its business executives and this is AT&T senior executive's "all obligations" position as well.**

**Have you contacted the former AT&T counsels that were switched out and confirmed that it was their position before Judge Politan that revenue and time commitments transfer on the CCI-PSE transfer?**

Mr Brown ---Please **reply all** to confirm that you have received these emails.

Thank you  
Al Inga  
Group Discounts, Inc.

**From:** Al [<mailto:ajdmm@optonline.net>]

**Sent:** Saturday, November 14, 2015 1:11 PM

**To:** Brown, Richard

**Cc:** 'jonathan.sallet@fcc.gov' ([jonathan.sallet@fcc.gov](mailto:jonathan.sallet@fcc.gov)); 'John.Ingle@fcc.gov'; 'ray@grimes4law.com'; 'Pamela Arluk'; 'Ajit Pai'; 'Jessica Rosenworcel'; 'Robert McDowell'; 'Kay Richman'; 'Sharon Kelley'; 'Jane Halprin'; 'Julie Veach'; 'KJMWEB@fcc.gov'; 'Sharon Gillett'; 'MeredithAttwell.Baker@fcc.gov'; 'Michael.Copps@fcc.gov'; 'Jonathan.Adelstein@fcc.gov'; 'Eddie.Lazarus@fcc.gov'; 'Zachary Katz'; 'thomas.wheeler@fcc.gov'; 'Mike Orielly'; 'Mignon Clyburn'; 'Jessica Rosenworcel'; 'robert.ratcliffe@fcc.gov'; 'eric.botker@fcc.gov'; 'Jane Halprin'; 'Julie.Veach@fcc.gov'; 'Kay.Richman@fcc.gov'; 'KJMWEB@fcc.gov'; 'Matthew Berry'; 'robert.ratcliffe@fcc.gov'; 'Sharon Kelley'; 'Tom Wheeler'; 'Suzanne Tetreault'; 'David Gossett'; 'Jennifer Tatel'; 'Karen.onyeue@fcc.gov'; 'Stephanie Weiner'; 'Madelein.findley@fcc.gov'; 'Jim Bird'; 'Jamilla.ferris@fcc.gov'; 'John Williams'; 'Linda

Oliver'; 'Richard Welch'; 'John.Ingle@fcc.gov'; 'Patrick Carney'; 'Deena Shetler';  
[ray@grimes4law.com](mailto:ray@grimes4law.com); [randolph.smith@fcc.gov](mailto:randolph.smith@fcc.gov); 'Pamela Arluk'

**Subject:** RE: Richard --Will AT&T be responding to petitioners comments?

Richard

The security deposit requirement for potential shortfall tariff page resulted from AT&T's Tr9229 filing. That tariff page AT&T counsel Richard Meade certified to Judge Politan in 1995 prospectively addresses large traffic transfers **without AT&T needing to evaluate customer "intent" ( i.e. fraudulent use).** That tariff page conclusively indicates plan commitments i.e. (revenue and time commitments) don't transfer on traffic only transfers.

AT&T's "all obligations" position is asserting to the FCC that AT&T's TR9229 security deposits against shortfall tariff page which is **conclusive black letter law**, that plan obligations do not transfer-----should be totally ignored by the FCC -----in favor of AT&T's "all obligations" position that is being asserted **without evidence**? Are you serious? AT&T counsels are sticking with this "all obligations" assertion before the FCC? Mr. Brown, do not understand that you are not only intentionally misleading the FCC, but egregiously insulting the intelligence of the FCC staff?

Furthermore AT&T's 2006 created "all obligations" position is attacking AT&T's position on "fraudulent use" being a supportable AT&T defense. AT&T's position is that all obligations transfer; therefore how can AT&T assert a fraudulent use defense of being deprived of collecting possible shortfall and termination charges from CCI, for CCI's failure to meet the revenue and time commitments? If the revenue and time commitments under AT&T's "all obligations" theory

are transferred away and not kept by CCI to default on, how is AT&T asserting a fraudulent use defense?

The FCC's Jan 12<sup>th</sup> 2007 Order confirms the FCC knows you **had to mislead** Judge Bassler with AT&T's "all obligations" no evidence supplied assertion in order to get that Judge Bassler referral.

Please file public comments whether or not AT&T is sticking with its "all obligations" assertion to the FCC. Please file public comments as to whether or not AT&T will be supplying evidence to support its "all obligations" assertions. Please also file public comments showing evidence of AT&T's assertion that AT&T denied the CCI-PSE transfer on Jan 27<sup>th</sup> 1995 to comply with the 15 days statute of limitations within section 2.1.8.

Please file public comments showing any AT&T statement in 1995 through the FCC 2003 Decision where AT&T alleged CCI was transferring NO OBLIGATIONS. You know the Traffic Only NO Obligations scam defense AT&T created at the DC Circuit and then carried through to the NJFDC and FCC.

Please also comment on AT&T Counsel Meads' certification to Judge Politan in which he believed AT&T's 1995 **fraudulent use defense** was a major problem of the FCC and the reason why the FCC denied TR8179 as it allowed AT&T to **subjectively measure intent**. TR8179 was dropped because the FCC said NO WAY and TR8179 was replaced with Tr9229 and became a prospective tariff change and avoided AT&T from subjectively evaluating (fraudulent use) i.e. the former customers **"intent"** of evading shortfall by trying to transfer revenue producing accounts and keep the plan commitments. AT&T counsel Meade conceded in 1996:

The Deposit for Shortfall Charges included in Transmittal No. 9229 is a “**new concept**” that meets **AT&T's business concern** more directly, **without addressing the question of intent**. Because this is **new**, it **will apply only to newly ordered term plans**, and so would **not be determinative** of the issue presented on the **CCI/PSE transfer**. (Meade certification pg.7 para 16 **EXHIBIT W**)

So Meade’s position is fraudulent use defense was not appropriate. Also AT&T’s current position is that CCI should not have been suspected of fraudulent use because all obligations transfer. Correct?

AT&T of course does not have to respond. If AT&T doesn’t respond it will just be assumed by the FCC that AT&T despite its own counsel Richard Meads’ certification to Judge Politan and what its Tr9229 tariff **conclusively states**; all AT&T counsels are sticking with its “all obligations” position to the FCC, which also attacks AT&T’s 1995 fraudulent use defense.

The attached document has already been uploaded to the FCC server under case 06-210 <http://apps.fcc.gov/ecfs/comment/view?id=60001308068> however the exhibits were not uploaded as the FCC server stated the file size was too large. I have asked Deena to contact the IT department there and see if an override can be done or other way around this.

Thank you,

Petitioners.