

February 26, 2016
 Commission's Secretary
 Marlene H. Dortch
 Office of the Secretary
 Federal Communications Commission
 445 12th Street, SW
 Room TW-A325
 Washington, DC 20554
 Deena Shetler: deena.shetler@fcc.gov
 FCC Contractor: fcc@bcpiweb.com
 Re: WC Docket No. 06-210
 CCB/CPD 96-20

Comments of Petitioners Concerning Fraudulent Use

The following addresses AT&T's already FCC denied and abandoned and bogus Fraudulent use defense.¹

R. L Smith FOIA Speaking about Fraudulent use provisions Exhibit K in plaintiff's initial filing. Mr. Smith is stating that the existing fraudulent use provisions do not restrict traffic only transfers but the proposed Tr8179 would. <http://apps.fcc.gov/ecfs/document/view?id=6518610620>

R.L SMITH:

Finally the provisions noted by AT&T here **do not seemingly restrict TorA** (Transfer or Assignment) per se but the new regs do, nor does it address TorA explicitly.

Because the Fraudulent use section was never meant to be used to prevent transfers of service. That is why the fraudulent use section does not reference TorA. The FCC revived a 1995 Controversy that was a dead by 1996.

Finally, the provisions noted by ATT here do not seemingly restrict TorA per se but the new regs do nor does it address TorA explicitly.

¹ AT&T's fraudulent use defense asserted that because CCI must keep its revenue and time commitment and under this predicate AT&T asserted that CCI would not be able to meet its revenue commitment once traffic was transferred away from CCI's plan to PSE. In 2006 AT&T created a new controversy before Judge Bassler in the NJFDC stating that "all obligations" transfer. Therefore if all obligations transfer AT&T no longer can't suspect CCI from not meeting the revenue commitment which AT&T since 2006 claims CCI no longer had. Additionally the pre June 17th 1994 exemption is prior to the Jan 13th 1995 traffic only transfer so AT&T knew the plans were immune from shortfall and termination penalties and thus there was ---as NJFDC Judge Politan determined---no merit to AT&T's fraudulent use assertion of being deprived of shortfalls.

R.L Smith: Against speaking about Fraudulent Use Provisions:

Finally, the provision AT&T refers to here also do **not** explicitly prohibit TorA per se and do **not** directly address it.

Finally, the provs ATT refers to here also do not explicitly prohibit TorA per se and do not directly address it.

R.L. Smith:

“we find in favor of customers in case of conflicts.

R.L –You’re absolutely right. The Fraudulent use section makes no mention of Transfers of service. Correct. AT&T should never have been allowed to use this defense that not only was used after 15 days statute of limitations but was revived by the FCC after the NJFDC in 1996 stated that AT&T’s argument premised on shortfalls is not substantiated. AT&T has been allowed to get over for 21 years.

Y and we find in favor of customers in cases of conflicts... And in the case

RL SMITH FOIA:

“Let us be certain of what we are protecting AT&T from. Is it the location commitments that would be worrying AT&T?”

No issue with location commitments. The locations will all pay their bills to AT&T and PSE will be responsible for bad debt if the locations do not pay their bills to AT&T. AT&T is 100% bad debt free.

R.L Smith:

“Do we need to save AT&T from commitments per se? Why not just loss of pay for charges. If the moved locations are still with AT&T , they may well generate enough money to keep AT&T almost whole and not cause the need for this intrusive method of protection.”

Al: Well said R. L. You should be an FCC Commissioner.

1 N. Let us be certain of what we are protecting AT&T from. Is it the loss of commitments that would be worrying AT&T? Or the actual result of uncollectibles from specific customers who have moved locations and/or 800 nos? Is it both? Why do we need to save AT&T from commitments per se? Why not just loss of payments for charges. If the moved locations are still with ATT, they may well generate enough money to keep ATT almost whole and not cause the need for this intrusive method of protection. ✓

R. L Smith FOIA

You have a fraudulent use case that has **already been denied** in 1995 in which as per the FCC the **CARRIER OFFERS NO FINANCIAL IMPACT**.....Why? Because its costs would have all been covered.....

<http://apps.fcc.gov/ecfs/document/view?id=6518610620>

AT&T's Substantive Cause Pleading **NEVER GETS TO ANY FINANCIAL IMPACT ON AT&T.**

R.L comments....

“But this does not make sense”.

R.L. –You're right none of it makes sense.

E. The substantial Cause showing would seemingly have to be beefed up to pass muster as it never gets to any financial impact on AT&T but simply talks about ATT's interpretation of what the current situation and provisions should mean. Moreover, existing customers might well take exception with the statement in SC that the revs do not affect rates applicable to exist tp or CT customers and any non rate affecting change is minor.

Finally, SC says ATT should not have to grandfather exist custs as get different admin rules based on only when entered into tps and that develop and implementing such rules would create needless regulatory complexities with attendant costs and delay. But this does not make sense. Would ATT not have to develop the same procedures for all customers now without grandfathering and do they not already have the existing procedures for existing customers. So what is the big deal. The new procedures have to be developed anyway. And they will have to be implemented in any event.

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Legitimate Business Plan- No Fraudulent Scheme

CCI's President Larry Shipp and I went back to AT&T **multiple times** after AT&T denied the CCI-PSE transfer and asked how much traffic will you allow to transfer. AT&T told us they are not allowing any more

traffic only transfers even when you have Letters of Agency (LOA's) on all your end-users so you control ownership of the accounts! AT&T simply shut down 2.1.8 and did not allow it to be used.

The subjective question of how much is too much was raised in the Substantive Cause Pleadings over Tr8179. If you read the petitions to reject Tr8179 from not just our counsel but other counsels (including TRA counsel) it addresses the subjectivity issue that AT&T was allowed to decide how much is too much.

Furthermore we are not talking about actually engaging in fraudulent use. It is only merely suspecting fraudulent use. This is after the 1996 injunction in which the Court had NO CONTROVERSY OR UNCERTAINTY concerning fraudulent use. R.L Smith also notes "what are we protecting here? The costs that AT&T was SUSPECTING of losing were shortfall charges for contractual commitments. Not hard cost for telephone service. If AT&T were to collect those costs it would have received 100% windfall profit as the definition of shortfall is paying for services NEVER USED.

AT&T can't assert that the discounted rate that we were getting justified the shortfall being built into the contract because AT&T was giving out 66% discount to CT-516 (PSE) on less revenue commitment. CT-516 was a \$4.8 million commitment to get 66% discount. Our CSTPII/RVPP plans received less than 28% discount and we were doing in 1993 \$100 million in total revenue and by Jan 13th 1995 we were down to \$54.6 million as the FCC 2003 Decision states.

The FCC advised AT&T in 1995 that it should withdraw Tr8179 because the FCC was going to reject it because AT&T should not be allowed to subjectively measure intent. We are now back to 1995 where the FCC again is looking at fraudulent use. It would be totally inconsistent for the FCC not to again decide that AT&T can't subjectively SUSPECT fraudulent use to deny a proper transfer.

It was only going to be temporary anyway. If the accounts were transferred we had a proposal to take less than 66% but give more to the end users. What we proposed was we give the end user 35% instead of the CT-516 offered 28% to the end-users and PSE got 38% extra (66% total) so if we give away 35% we get our traffic back! We were only going to ask for 25% extra. (35% to end users and 25% to plaintiffs= 60%) So AT&T would have paid out 6% less (66% vs 60%) and would retain more business because the end users were getting 7 % more (28% to 35%). Remember portability of toll free service started in May 1993 and AT&T's base was being attacked by other carriers like MCI, Cable & Wireless, Total Tel and Sprint back then. The point here is the movement of accounts would not have been forever! AT&T would have been in a much better position based upon our proposal.

There was no fraudulent use involved. Plaintiffs had met their commitment and AT&T denied us a CT of our own. That is the real issue. AT&T discriminated against us by not giving plaintiff's a Contract Tariff.

See **Exhibit A** where AT&T was advised and shown that plaintiffs qualified for much deeper discounts but were denied. Within Exhibit A are letters to AT&T and one is dated Jan 13th 1995 which is the day the traffic only transfer was done from CCI to PSE after AT&T confirmed that it was discriminating against plaintiffs and not offering contract tariff. See **EXHIBIT B** which was a certification that was requested by Judge Politan of AT&T regarding the issuance of deeper discounted contract tariffs. Judge Politan wanted to know why AT&T was not offering plaintiffs deeper discounts as others that plaintiffs obviously qualified for but AT&T was refusing.

Plaintiffs were forced to move the accounts to PSE as our base of business went down from 100 million to \$54 million once CT-516 was in the marketplace. PSE and Tele-Save sued AT&T to get CT-516 as it was originally issued to Thompson Reuters. Any customer had 90 days to also claim a CT if it met the contract specs. AT&T denied me many times from getting a CT. AT&T did tariff Tr9229 which was the security deposits against potential shortfall and that of course was prospective.

EXHIBIT R in plaintiffs initial FCC Comments: <http://apps.fcc.gov/ecfs/document/view?id=6518610622>
The FCC has to understand the background here. This was a carefully contracted plan to stop the erosion of our business due to AT&T not providing a CT that we obviously qualified for. This was not fraudulent use. No one is stealing services!

AT&T simply MERELY SUSPECTED fraudulent use and so far got 21 years benefit! Total Nonsense to allow AT&T to SUSPECT fraudulent use. Not only do you have an illegal remedy of permanently denying instead of temporarily suspending service, there is also an illegal remedy of totally shutting down 2.1.8 as per the Joyce Suek and Charles Fash evidence.

AT&T's remedy was that it totally stopped all 2.1.8 traffic only transfers. AT&T's order processing manager Joyce Suek says we no longer allow partial TSA's. ie. Traffic only transfers. ATT attorney Charles Fash says the only way you move traffic is delete the accounts and then resign them. That is an illegal remedy as 2.1.8 does allow traffic only to transfer.

Here is the real issue

How would plaintiffs be able to comply with fraudulent use for transferring too much traffic by transferring less traffic when AT&T totally shut down 2.1.8 to all traffic only transfers?

R.L Smith hit it on the head in his FOIA notes that AT&T just had the ability to ASSUME fraudulent use was there. The plans were pre June 17th 1994 grandfathered and they hadn't already met their revenue commitment and the accounts could be taken back within 30 days. There was no reason to suspect fraudulent use in the first place.

AT&T's discrimination in not providing plaintiffs with a contract tariff led to the traffic only transfer. It was a legitimate business plan where AT&T's discrimination in offering a deeper discounted CT to plaintiff's forced the issue. It was obvious that AT&T wanted plaintiffs out of business and AT&T was willing to discriminate and violate its tariffs in many ways to make sure plaintiffs business was destroyed.

Respectfully Submitted,
Group Discounts, Inc.
/s/ Al Inga
Al Inga President

EXHIBIT A



WINBACK & CONSERVE PROGRAM

55 Main Street
 Little Falls, NJ 07424
 Voice Line 1-800-4LD-RATE
 Voice Line 800-453-7283
 Fax 800-338-0409

January 10, 1995

AT&T
 Tom Umholtz
 5000 Hadley Rd.
 South Plainfield, NJ 07080

Re: AT&T offers special rates to corporate accounts that are doing much less volume than we are.

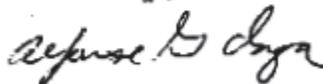
Dear Tom:

The following AT&T report shows AT&T VTNS customers who are receiving special discount pricing substantially below that given to me.

Mr. Umholtz, since I am doing substantially more volume than almost all of these major corporations, why has AT&T continued to refuse me equal treatment.

How can AT&T continue to be so discriminatory?

Sincerely,



Alfonse G. Inga

c: Charles Helein esq.
 c: Curtis Meanor esq.
 c: Edward Barillari esq.
 c: Greg Brown
 c: Maria Nascimiento
 c: Bob Menno

c: Joseph Fitzpatrick
 c: Deborah Sabourin FCC esq.
 c: R.L. Smith FCC
 c: David Nall FCC esq.
 c: Greg Vogt FCC

VINS CUSTOMER LIST

CUSTOMER CONTACT	COMPANY NAME	ADDRESS	CITY	ST	ZIP	NAMUE NAME	AR TELEPHONE	FACT
BERRY PALKOVICH	IBM	201 4TH AVE SOUTH	MINNEAPOLIS	MINN	55408	MIKE PELLEGRINE	612-376-5157	10657160
JIM FLETCHER	CURRENT ONE	1005 E. WASHINGTON RD	COLORADO SP	CO	80906	LYNN ALLEN	612-376-5113	10613677
BRIEST TUCKER	AON	100 WACKER, FLOOR 12	CHICAGO	IL	60606	ROBYN HAN	708-218-6289	10657203
MICHAEL LUBY	MARINE MIDLAND BANK	1 MARINE MIDLAND CENTER	BUFFALO	NY	14203	ARI TRAKL R. TAYLOR	716-839-4195	10620920
REX VOORHIS	ASSOCIATES FINANCIAL INC	1720 RUSKIN STREET	SCOTTSDALE	IL	60508	DAVID HANSON	219-236-2253	10624777
R. J. VANDEMBERT	KEMPER FINANCIAL	128 N LA SALLE STREET	CHICAGO	IL	60602	CATHY GOLASZKOWSKI	708-369-8915	10631157
HUGO H. ALVAREZ	CHEMICAL BANK	13 WATER STREET, 30TH FLOOR	NEW YORK	NY	10002	JEFF FURDAN	212-335-7711	10611590
ERIC L. JOHNSON	ARCO CHEMICAL	3001 WEST CENTER HIGH	NEWTON SU.	PA	19023	DENNIS McCLATCHY	215-581-2565	10632378
LARRY JORDAN	HERTZ	501 EXPRESSWAY	OK CITY	OK	73132	TY MORRISKA	405-848-1242	10630920
OLGA MORESHHEAD	AGNA LIFE	151 FARMINGTON AVE	HARTFORD	CT	61502	RICHARD McCHICKER	301-478-2810	11009986
DENNIS DUFFLER	MCCANN CO COMPANY	400 NORTH LANDMARK	ST LOUIS	MO	63147	KATLY WILLIAMS	314-275-3993	10629073
THOMAS G. LUCKEY	MUNA AMERICA BANK, N.A.	400 CHRISTINA ROAD	NEWARK	DE	19713	JOE CRISPYN	301-888-6008	10556217
TERRI NAYLOR	WAL-MART STORES	702 S.W. 3111	DUNSTONVILLE	AR	72716	LYNNE WILLIAMS	501-352-7171	10559636
FRANK HILSTERT	SANDS OF KANSAS	4011 COLUMBIAN DRIVE	WYLLA BEACH	SC	29578	BOB WILLIAMS	803-531-3884	11100809
LISA BOAMBRA	FIDELITY MUTUAL INS	225 BORTHWICK AVE.	PORSMOUTH	NH	03901	MIRINNE KELLY	617-374-6005	10548013
STAVE ROBERTS	BUDGET RENT A CAR	338 BOWEN ST	CARROLLTON	TX	75006	ONINA BERLSON	214-401-7619	10546222
JIM THRENT	RAFFO INSURANCE	KAPPO PLAZA	SEATTLE	WA	98105	KATHY GRITZ	206-389-4702	10559946
JACK RUDOLPH	BATHORNBANK	1055 FIFTH STREET, TNE 240000	DALLAS	TX	75203	JOHN HETTEL	214-851-2644	10530914
MURKY MCNAMARA	HUNTLETT-PACKARD	2000 HANOVER STREET	FALG ALTY	CA	94304	VALERIE HURNS	408-452-6005	10660982
CAREY GARRISON	CIGRA	81 WHITE HOUSE ROAD ZONE L	WOODRIFES	NJ	08043	JEFFREY ROY	215-843-1922	13031-7
JOHN GLAZENSKI	TRVING	1500 RICHMOND RD, 1W	CLEVELAND	OH	44121	FRANK PINK	216-291-7213	1100059
SOLOMAN LEONASK	PAPER ST JORGENSON	PO BOX 2115	BIRKA	CA	92622	CLAY GERICHLAW	714-889-7999	10581862
ALLEN BOITZLBERG	BANK OF NEW YORK	10 BARCLAY ST., 3E	NEW YORK	NY	10104	ROBIN KIMBLE	212-534-6758	401000
DEY FADREAU	UNAM	2211 CONGRESS STREET	PORTLAND	OR	97212	MARY HOBBS	503-763-1460	49150
GARY MORRIS	CORRAIL	200 KUTVAH ROAD	PHILADELPHIA	PA	19115	BOB BARRIE	215-965-1785	8579787
JOHN W. RIVARD	IBRA	3540 BELLEVUE DRISION AVE	SAN ANTONIO	TX	78184	APRILINDA ROY SA	810-691-7275	260281
TOM LUTY	1ST SIGNATURE BANK	1 COMMERCE PLACE	PORTSMOUTH	NH	03801	MARY CLAYN	603-574-6018	11009155
MATHEW CAVALIERI	PROPERTY & CASUALTY	3 COMPLY PLACE	BOSTON	MA	02199	MARY CLAYN	617-574-6018	11009179
DONNA LIVINGSTON	SURETY	301 CALIFORNIA STREET	SAN FRAN	CA	94111	MARY CLAYN	415-574-6018	11009160
NAT MOHAN	TRUCKER ANTHONY	88 LIBERTY STREET, 3RD FLOOR	NEW YORK	NY	10201	MARY CLAYN	617-574-6018	11009159
RICH KROZ	CORE CARE	601 NEWBURY CENTER DRIVE	NEWPORT BE	CA	92660	MARY CLAYN	617-574-6018	11009175
JOSE KRILL	JOHN HANCOCK	PO BOX 111, 05	BOSTON	MA	01127	SUNAN FISHER	617-574-6098	1055998
EILEEN O'NEIL	DE BERKELEY FINANCIAL	101 HUNTINGTON AVE.	BOSTON	MA	02189	SUNAN FISHER	617-574-6098	10609181
KYLE KERN	LINCOLN NATIONAL	PO BOX 311	MIWAYNE	MI	48081	SHIELLY KIRKWOOD	248-455-2781	1061521
KAYE GORENE	EMPLOYERS HEALTH INS	1100 FARMOVERS BLVD	GREENSBAY	WI	54303	SHIELLY KIRKWOOD	219-455-2781	10615271
JOYCE SIKKION	AMERICAN STATES INS	500 N. ARKIDIAN STREET	INDIANAPOLIS	IN	46204	DONALD MILLER	317-848-8247	10615232
DAVID JASNICKI	IBM	1000 PARKWOOD CIRCLE	ATLANTA	GA	30329	ANTHONY CARLINO	404-248-2120	10632520
ROLAND PFEK	IMPERSONAL SOFTWARE	2700 WINDYHILL ROAD	MARIETTA	GA	30067	LARRY LYO	404-268-9719	11001554
NORINE PHILLIPS	DELTA CORP	1050 W COUNTY ROAD E	ST PAUL	MINN	55126	LYNN ALLEN	612-376-5113	10618620
MIKE MITROT	CHIX SYSTEMS	1510 EAST 27TH STREET	MINNEAPOLIS	MINN	55420	LYNN ALLEN	612-376-5113	10618660
MICHAEL DETOMASI	ELECTRONIC TRANSACTION	1900 NORTH CREEK PEWY	ROTHELL	WA	98011	LYNN ALLEN	612-376-5113	10618773
JIM FLETCHER	CURRENT INC	1005 EAST WOODMAN	CO SPRINGS	CO	80901	LYNN ALLEN	612-376-5113	10618677
BILIE KIRK	SEAW INDUSTRIES	PO DRAWER 112	BALTIMO	GA	30721	ZANE NAGEL	706-224-8223	1324050
BOB CHANBY	1ST NATIONAL BANK	171 BLUE BAYVIEW ROAD	POLAND	GA	30438	ROB STAMM	404-933-2784	10623860
SUE MARTIN	J.C. PENNEY #2	12700 PARK CENTRAL 30TH FL	DALLAS	TX	75251	VICKIE SANDERSON	214-851-2614	10623618
SUE MARTIN	J.C. PENNEY #3	12700 PARK CENTRAL 30TH FL	DALLAS	TX	75251	VICKIE SANDERSON	214-851-2614	10623486
SUE MARTIN	J.C. PENNEY #4	12700 PARK CENTRAL 30TH FL	DALLAS	TX	75251	VICKIE SANDERSON	214-851-2614	10623123

Proprietary (Restricted)

8/11/94 8:50 AM

VINS CUSTOMER LIST

CUSTOMER CONTACT	COMPANY NAME	ADDRESS	CITY	ST	ZIP	NAMAE NAME	AE TELEPHONE	FACT
MURAN LURE	PRINTERICA	300 ST PAUL PL - BEP01A	BALTIMORE	MD	21201	BILL CUMMINGS	303-862-2956	1058718
MIC KILANEY III	MARICOTT CORPORATION	ONE MARSHWET DRIVE	WASHINGTON	DC	20051	DONALD BROWN	303-760-3211	1064491
SANDRA BRADY	REPRINTER	4 EYEBRIE L ROAD	SCARSDALE	NY	10583	ELLEN DEARMAN	214-851-3971	1059075
BILL BARNETT	BARTON CARD MARK	100 WADSWORTH BLVD	MCCAW PARK	IL	60885	SUSAN MATHEWSON	784-367-3260	1064761
MARCI ABRARAL	MICROSOFT CORPORATION	ONE MICROSOFT WAY	REDMOND	WA	98052	KAREN FENRO	206-828-4295	10591109
RICHARD KERR	W.R. GRACE	ONE TOWN CENTER ROAD	HOCKAYTON	IL	53484	STEVE MORTHY	305-938-4653	1064859
HENRY HOFFMAN	BRITISH AIRWAYS	75-20 ASTORIA BLVD	ROCKSBORO	NY	11229	PETER PAFA	112-354-9143	10591125
VICTOR HARGROVE	CRUISE & COMPANY	14 WALL STREET, 15TH FL	NEW YORK	NY	10005	TONY CARDINI	112-358-6228	10670916
JOE HIGGINS	FIRST FINANCIAL BANK	148 MAIN STREET	SEVENOAKS	WI	54081	PKTE MARGAN	715-266-2851	11813896
JOHN BROCKWIT	INTECHNOLOGY	500 WATER STREET	JACKSONVILLE	FL	32207	WALT SNIDER	904-726-6766	10591415
LARRY WILLIAMS	NESTLE	300 NORTH BRAND BLVD	CERRIALE	CA	91381	DIANA RIEFER	909-371-5746	10670994
LAURA SOKOLSKI	NET LIFE	400 E 14TH MANHATTAN AVE	NEW YORK	NY	10018	ALSPHIEE	112-355-8080	10592910
JAMEN YOKUM	CHOICE HOTELS INT	10700 COLUMBIA PIKE	SILVER SPRING	MD	20991	DUANE JACKSON	703-769-7248	10649151
GILBERT MALINE	PAC CORPORATION	1400 BOJZEMAN DRIVE	DAJALAN	TX	75147	BARBARA CONNOLLY	214-851-2898	10650003
KEN HENSON	UNITED PARCEL SERVICE	400 PERIMETER CENTER	ATLANTA	GA	30346	FRANK BEATTY	404-921-6765	10591075
KEN HENSON	UPS	400 PERIMETER CENTER	ATLANTA	GA	30346	FRANK BEATTY	404-921-6766	10591075
JAR HINCHMAN	JAI	301 CENTER ST - 214-20-11	ST PAUL	MN	55144	RICHARD P JARAS	612-738-2085	10595883
ROBERT FREDOLLO	OLIN CORPORATION	120 LONG RIDGE ROAD	STAMFORD	CT	06904	MARIE JOHNSTON	203-425-5608	10591130
CHARLES SCOLLON	NORTHWEST AIRLINES	4000 W 50TH NORTHWEST DR	ST PAUL	MINN	55111	DEBBIE MARLISON	612-276-5211	10591161
JERRY BELL	AIR FREIGHT SYSTEM	300 WYOMING	FORT SMITH	AR	71902	MARK FARRIS	501-781-6145	10651148
VIRGINIA CORTIS	IBP	515 NORTH BRAND BLVD	CERRIALE	CA	91379	GLEN GEMIGNANI	714-509-7799	10652151
BOB FIGARELLI	ELI LILLY AND COMPANY	LILLY CORPORATE CENTER	INDIANAPOLIS	IN	46205	LINDA RIEFER	317-364-4181	10599499
DENNIS THORNTON	CARDIAC PACEMAKER	400 HAMILIN AVE N	ST PAUL	MINN	55112	ERINIE WALKER	317-364-4181	10599440
MIKE DOMINICER	PHYSECONTROL	1131 WILLOWS RD. NE	RODMERD	WA	98073	ERINIE WALKER	317-364-4181	10599440
DEB FAUREAU	UNION	2211 CONCORDANT	PHILLAND	ME	04922	MARY REBER	207-761-1163	10591150
CRACKNORRE	ANDERSON BUSCH	685 BUSCH PLACE 211E	ST LOUIS	MO	63118	BOB RICHTER	314-275-3171	10599950
KEN HOPPEL	CHASE MANHATTAN BANK	1985 MARCUS AVE - 1ST FL	CANBY PARK	NY	11042	BILL MCMADE	112-335-8173	10661104
DON TAYLOR	XEROX CORPORATION	130 F. MADIST - 314 FLOOR	ROCHESTER	NY	14663	PATRA MAUTZ	716-907-6509	10647129
JOHN A. LAITHE	TRANSAMERICA	PO BOX 3929	MEMPHIS	GA	30651	RICHARD LUTZ	213-239-7151	10621531
ROBALI LIEGA	IBP	7000 MORRIS STREET	PITTSBURGH	PA	15201	BOBIE FEHR	412-442-9826	10621078
D. B. SHROFF	NAVATION CO. COMPANY	850 90 ALFRED STREET	INDIANAPOLIS	IN	46204	RICHARD HENNING	317-375-3702	11098598
KATHY HAYLICK	CARROLL INC.	PO BOX 3800	MEMPHIS	GA	30650	KATHY KYLLBERN	612-276-5109	10605106
JIM BARRIE	RESONY COMPOSITE	3201 WOODVIEW TRACE	INDIANAPOLIS	IN	46264	MISE HERLES	317-382-5705	10608009
JIMMY COLLINS	WEVERHAGEN	CHILD	EASTON	MA	02621	LOLA RONGZOLNAY	176-389-8656	10652702
FRANK SCARDINO	PUBLIC SERVICE ENT	80 NORRISTOWN RD	DEAL BELLS	PA	19412	FRANK ENCALANTE	300-558-6492	10584816
ATROB THIFEN	MCCAW CELLULAR	5400 APRIL POINT	KIRKLAND	WA	98104	SUSAN RICHARDSON	206-389-8739	10654082
BILL VOGLI	THE PRINCIPAL FINANCIAL	711 HIGH STREET	DESMOINES	IA	50302	ANDY ORNAMS	515-222-9234	10609540
EDWARD JEROME	AVIS RENTAL CAR	90 OLD COUNTRY ROAD	GARDEN CITY	NY	11534	BILL MCMADE	112-335-8173	10614812
CHRIS RICE	UNITED TECHNOLOGIES	25 HOLLY DRIVE	BRIDGEWATER	CT	06414	KAREN MILLER	203-438-3840	10614796
MR EDGEE WILSON	DELTA AIRLINES	100 DELTA BOULEVARD	ATLANTA	GA	30328	TERRI H. TILAMEN	404-559-6523	10613948
ALLEN EDWARDS	AMHERST EXPRESS	PO BOX 62	SPATTLE	WA	98111	CHERYL CHOI	206-389-8600	10654070
LIER MARTINEZ	TRAVELERS INSURANCE	ONE TOWER SQUARE	HARTFORD	CT	06633	DAVID DUDA	860-478-1853	10654506
KATHY GUTHRIE	INTERNATIONAL PAPER	1232 PLAYERS CLUB PARKWAY	MEMPHIS	TN	38125	CONNIE L. LESTER	908-453-6100	10654504
WILLIAM E. WYNNE	AMERICAN FINANCIAL	585 WALNUT	CINCINNATI	OH	45201	KEN PAUL	513-372-7102	10614878
JOHN C. MAYN	CHEVRON	3929 COUNTRY DRIVE	HOUSTON	TX	77014	LOIS ROYASHI	510-842-1649	10654076
WILLIAM WEBB	TENTRON INC	40 WESTMINSTER	PROVIDENCE	RI	02904	HEROARD GRANDMAISON	401-376-3384	10614812
SWAMIE VERLAN	IBP	11400 BIRCH ROAD 2001	AMTIN	TX	78751	FRANK MARANO	214-842-9746	10654717

Proprietary (Restricted)

311/9483444

VTNS CUSTOMER LIST

CUSTOMER CONTACT	COMPANY NAME	ADDRESS	CITY	ST	ZIP	NAMAE NAME	AE TELEPHONE	FACT
SUE MARTIN	J.C. PENNEY'S-5	11700 PARK CENTRAL 5TH FL.	DALLAS	TX	75254	VICKIE ANDERSON	214-351-1614	1062890
SUE MARTIN	J.C. PENNEY'S-6	11700 PARK CENTRAL 5TH FL.	DALLAS	TX	75255	VICKIE ANDERSON	214-351-1614	1066002
SUE MARTIN	J.C. PENNEY'S-1	11700 PARK CENTRAL 5TH FL.	DALLAS	TX	75251	VICKIE ANDERSON	214-351-1614	84712
NIEL THELAN	AMERICAN AIRLINES	PO BOX 53200	TURSA	OK	74151	DALLAS BRACG	214-308-4344	10628976
MR GERR WALKER	REGSERVICE RISK SERVICES	4201 CAMBRIDGE BLVD	FT WORTH	TX	76155	JEFF OHMANN	214-308-4357	10629983
MR JORGE GARCIA	PRUDENTIAL INSURANCE	55 N LIVINGSTON AVE	ROSELAND	NJ	07068	BARBARA A BRIGIT	201-631-8616	10632761
JOANN BACONETTI	CH.FORD SECURITIES	655 MONTGOMERY ST. STE 940	SAN FRAN	CA	94111	MERVE MARKAN	202-335-8028	2012966
DAVID PIKE	FEDERAL EXPRESS CORP	2828 BUSINESS PARK DR	ATLANTA	GA	30354	ERIN WEGLIKCI	901-763-8628	969055
TERRE HALVERSON	EDS	400 LEGACY DRIVE	PLANO	TX	75074	DONNA ANDERSON	214-383-9508	4638452
MARY KIMBEL	ALAMO RENT-A-CAR	PO BOX 21734	FT LAUDERDALE	FL	33316	LINDA BODENHAMER	305-938-4237	106-8534
MARY KIMBEL	ALAMO RENT-A-CAR	PO BOX 12734	FT LAUDERDALE	FL	33316	LINDA BODENHAMER	305-938-4237	106-8172
ROBERTSON	CERTIFIED VACATIONS	100 P. BROWARD BLVD	FT LAUDERDALE	FL	33301	LINDA BODENHAMER	305-938-4237	106-7192
WILLIAM G. OATES	ITT SHERRATON LENS	60 STATE STREET	BOSTON	MA	02109	MICHAEL W. TAYLOR	617-574-6025	106-1317
PAUL MORIN	THE FLATLEY COMPANY	70 BRANTREE HILL DR	BRANTREE	MA	01905	MICHAEL W. TAYLOR	617-574-6025	106-0770
WILLIAM G. OATES	ITT SHERRATON LENS	60 STATE STREET	BOSTON	MA	02109	MICHAEL W. TAYLOR	617-574-6025	106-0902
WILLIAM G. OATES	ITT SHERRATON AMERICA	60 STATE STREET	BOSTON	MA	02109	MICHAEL W. TAYLOR	617-574-6025	106-0321
WILLIAM G. OATES	ITT SHERRATON DELPHIN	60 STATE STREET	BOSTON	MA	02109	MICHAEL W. TAYLOR	617-574-6025	106-0246
WILLIAM G. OATES	ITT SHERRATON FRANCHISE	60 STATE STREET	BOSTON	MA	02109	MICHAEL W. TAYLOR	617-574-6025	106-0171
SHERMAN A. MURPHY	ITT HARTFORD	NORTH PLAZA 3-5	HARTFORD	CT	06115	GARY MALEWSKI	203-678-3840	106-0242
TAMMIE WILKINS	FLAGSTAR	103 E MAIN ST RW-1	SPARTANBURG	SC	29316	KELLY TAYLOR	803-285-3335	1232147
DAVID JACKSON	BRIDGESTONE	1655 S MAIN STREET	AKRON	OH	44301	TIM BROWN	216-664-6514	1058826

Combined Companies, Inc.

January 9, 1995

*Mr. Tom Jones
AT&T
227 West Monroe -
Chicago, IL 60606*

Delivered Via Facsimile

Dear Tom:

I tried to reach you by phone today to discuss some very disturbing news.

I am hearing for sources (other than directly from AT&T) that the custom Contract Tariff we have been working with your offices to develop will not happen. In fact, I am told, that AT&T has never had any real interest in the opportunity from the beginning. Needless to say, I am, at the very least, troubled by these leaks.

Tom, I have worked very hard, and very deliberately to provide AT&T with all the information it has requested in a timely and professional manner. I have stalled my partners from moving traffic, and delayed, apparently without good reason, critical business decisions that I've needed to make. And, all along I have only asked that AT&T shoot straight with me.

What the heck's going on!

Please give me a call at your earliest convenience.

Sincerely,

Larry G. Shipp

LGS

Joe EARNEN

FYI.

4.

Combined Companies, Inc.

January 13, 1995

FAKED

Mr. Greg Brown
AT&T
5000 Hadley Road
South Plainfield, NJ 07080

Delivered Via Facsimile

Personal & Confidential

Dear Greg:

I have been attempting to reach you over the last couple of days to discuss numerous issues. As I have not heard from you let me address them now.

As I know you are aware, since you and I talked in late November and early December 1994, I have been working with Tom Jones, AT&T Regional Manager and as well, on occasion, Tom Umholtz with the express objective of obtaining a Contract Tariff from AT&T.

The process and negotiations have been very confusing, and I might add, without precedent.

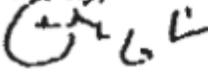
I heard from a competitor Monday, that AT&T had made a decision not to negotiate a Contract Tariff with my company (and, in fact, had no intention in doing so from the beginning).

Greg, both Tom Jones and Tom Umholtz know first hand the seriousness of my intentions. I have been patient, and in fact, have even delayed making other business decisions based on the on-going discussions with AT&T. Which I had been assured AT&T was interested in pursuing.

What's going on.

I certainly expect you can find time to give me call to discuss these very important matters.

Sincerely,


Larry G. Shipp

ILGS

EXHIBIT B

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ZW8888
PITNEY, HARDIN, KIPP & SZUCH
MAIL TO P.O. BOX 1945, MORRISTOWN, N.J. 07962-1945
DELIVERY TO 200 CAMPUS DRIVE, FLORHAM PARK, N.J. 07932-0950
RD1986-8300

ATTORNEYS FOR Defendant AT&T CORP.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

COMBINED COMPANIES, INC.,
a Florida corporation,

AND

WINBACK & CONSERVE PROGRAM,
INC., ONE STOP FINANCIAL, INC.,
GROUP DISCOUNTS, INC.,
800 DISCOUNTS, INC. and
New Jersey corporations,

AND

PUBLIC SERVICE ENTERPRISES
OF PENNSYLVANIA, INC.,
a Pennsylvania corporation,

Plaintiffs,

v.

AT&T CORP.,
a New York corporation,

Defendant.

CIVIL ACTION NO.
95-908 (NHP)

CERTIFICATION OF
RICHARD HIGGINSON

RICHARD HIGGINSON, of full age, hereby certifies as
follows:

1. I am currently employed by AT&T Corp. ("AT&T") as a Regional Sales Manager in the Specialized Markets Directorate ("SMD"), a position I have held for two years. I have been employed by AT&T for eleven years.

2. I submit this Certification, which is based on my personal knowledge, in opposition to the motion for a preliminary injunction against AT&T in the above-captioned matter.

3. AT&T makes its Contract Tariffs available to any customer, including resellers, who apply for the tariff and meet the specifications set forth in the tariff.

4. Currently, approximately 20 resellers receive service from AT&T pursuant to 30 Contract Tariffs. Two of AT&T's largest reseller customers, Tel-Save, Inc. and Public Service Enterprises, Inc. operate under Contract Tariff 516.

5. There are currently six Virtual Telecom Network Service ("VTNS") options under which reseller customers take service from AT&T.

I certify under penalty of perjury that the foregoing is true and correct.


RICHARD HIGGINSON

Dated: March 19, 1995