Raymond A. Grimes + ♠

Linda T. Pellegrino +♦
Of Counsel

Admitted
+ N.J ♦ N.Y ♠PA.

Law Office of
RAYMOND A. GRIMES, P.C.
Attorney At Law
1367 Route 202 North
Neshanic Station, New Jersey 08853

http://grimes4law.com
ray@grimes4law.com

Telephone (908) 371-1066
Facsimile (908) 371-1076

Additional Tariff Evidence the FCC Case is Moot

March 10th 2016

Richard Brown

ITEM I: **The Traffic Only transfer Directly from Inga Companies to PSE:** **EXHIBIT A**

1) AT&T held up the plan transfer from the Inga Companies to CCI after the 15 days statutute of limitations. AT&T claimed CCI needed to put up $13,500,000 security deposit as it was a new customer to AT&T even though the CSTPII/RVPP plans had the same credit experience in CCI's hands as the Inga Companies hands. [1]

2) Since AT&T was holding up the plan transfer which AT&T claimed was holding up the CCI-PSE traffic transfer another transfer was presented to AT&T. Since the Inga Company plans had an excellent credit rating and was not a new customer that would require a security deposit the **Inga Companies attempted to transfer directly to PSE** the Inga Companies traffic----- except of course for the required lead accounts for each CSTPII/RVPP plan in order to maintain the plan and its revenue and time commitments.[2] Under a Inga Companies to PSE traffic only transfer AT&T could not request a deposit from the Inga Companies.

[1] The security deposit issue was later resolved by the May 1995 NJFDC Judge Politan Decision.
[2] AT&T 3/21/1995 cross examination of Mr. Inga:

> Whitmer: Q: Mr Inga, you know, do you not that if the service, **except for the home account**—or Mr. Yeskoo called it the **"lead account**" ---is transferred to PSE **the shortfall and termination liabilities remain** with Winback & Conserve, **isn't that correct?**
> Inga: Yes

Here is a 3 page **Exhibit A** which is a Letter of Agency that is **"full and unrestricted"** which is the only type of LOA which AT&T accepted. AT&T would only accept LOA's in which AT&T recognizes the the agent as the customer's substitute. This LOA for CCI to act as Inga Plans agent to transfer traffic only from Inga plans directly to PSE.[3]

Agency was provided in Decemeber of 1994. AT&T did confirm receipt of the order and did not deny the order but simply refused to process the order. AT&T did not meet the 15 days statutute of limitations as AT&T simply never denied the order. It did not make a difference that plaintiffs complied with the tariff, AT&T simply was not going to discount the $54.6 million in billing by 66% instead of 28%.

ITEM II TARIFF EVIDENCE

Based upon the tariff evidence it is conclusive that AT&T violated its tariffs multiple times. The reason AT&T has no evidence to support it's "all obligations" theory that under section 2.1.8 traffic only transfers and the revenue and time commitment transfer is because none exists. It was all an intentional misrepresentation on the NJFDC that started in 2006 before Judge Bassler and was carried to the FCC in 2006 and then continued on NJFDC Judge Wigenton in 2014. The tariff is clear that:

1) 2.1.8 allows traffic only transfers.
2) CSTPII Option B plans are three year plans and at the **customers digression** it can continue under the same RVPP ID into a successive 3 year commitments **continuing with the same terms and conditions.** The tariff explicitly states that CSTPII Option B (which is the BILLING OPTION where AT&T does the end user billing can reuse its RVPP ID. When the CSTPII offering was no longer available----- when AT&T was de-tariffed -----the CSTPII/RVPP ID could then be used for 1 additional 3 year period under a new Contract Tariff. So the pre June 17th 1994 terms and conditions lasted until 2004.
3) The tariff explicitly breaks down that there is a difference in getting a NEW PLAN versus doing an (UPGRADE/RESTRUCTURE) of an existing plan that continued to be under any grandfathered terms and conditions. As the recorded conversations indicate AT&T tracked the terms and conditions based upon the RVPP ID. So when a plan was discontinued it could look in their system and see if the plan ID was issued prior or after the effective change.
4) On a "traffic only" transfer the former customer of the traffic transferred continues to be an AT&T Customer of Record; so of course it is not a former customer of AT&T and thus continues to be responsible for shortfall and termination charges on its revenue and time commitment.

[3] Plaintiffs also obtained from each end-user location full LOA for Tariff No 2 to cover toll free services to move the end-user account to any reseller plan and retain control of service and the data records etc.

EXHIBIT B) See 4 page exhibit for 4 different time frames. This also confirms that individual locations can be transferred or assigned under 2.1.8. There is one exhibit for 1993 and 2 exhibits for 1994 and one for 1995. AT&T charged $50 per location transferred using section 2.1.8. If an account was deleted and then added there was no charge as it was not a bilateral transaction.

EXHIBIT C) Substantiates that an end-user location that is under a Location Specific Term plan can only move into a CSTPII plan if the CSTPII plan is a NEW PLAN not an upgraded restructured plan. The disadvantge to the aggregator is that these LSTP end users could not be absorded w/o penalty but it confirms that restructured CSTPII contracts are not considered new contracts and thus reatin their terms and conditions.

EXHIBIT D) 3 page exhibit effective August of 1996 there is still an exemption from shortfall penalties for pre June 17th 1994 plans. Plaintiffs plans were unlawfully hit with shortfall and termination charges in June 1996. Furthermore the plans were not terminated but still were inflcited with termination charges.

EXHIBIT E) Main Billed Account. This is often referred to as the "home" or "lead account" account. This is the account that must remain with the former customer on the non transferred plan when other locations are transferred to keep the former customer plan from tranferring and being a former customer to the locations transferrd but not former to the plan. See fn 2 supra.

EXHIBIT F) The Phasing out CSTP and moving into CSTPII. This is being shown to evidence how AT&T handles the phasing out of one tariffed offering in favor of another tariffed offering. Later it will be shown that when CSTPII was phased out into Contract Tariff the terms and conditions of the former offering continued for another 3 year period.

EXHIBIT G) Plaintiffs CSTPII plans (which were Option B) could be restructured as late as Jan 31 1998 (last para of exhibit) for an additional 3 years. The upgrade/restructure would be under the existing terms and conditions when going into a CT by Jan 31st 2001. In the year 2001 a CT would start and the first 3 years of the contract tariff would be under the original terms and conditions until 2004.

EXHIBIT H) Definitions of CSTPII: Bullet 4 the end user can be deleted from CCI or Inga plans and added to PSE plans. Bullet 10. AT&T can only remove the discounts on end –users and cannot apply penalties to end users or it is an illegal remedy.

EXHIBIT I) Plaintiffs plans were CSTPII Option B and as per the tariff (March 1994) under that offering could reuse the same RVPP ID. As per the recorded conversations with many AT&T managers the RVPP ID dictated the time period in which the plan was issued so as to track the various grandfathered dates within the tariff. So when it says the customer doesn't have

to subscribe to a new RVPP ID that means the Customer can choose to retain its terms and conditions. It says the Customer don't have to subscribe to a new RVPP ID. There reason to obtain a new RVPP ID was the promotional monies offered when a NEW PLAN with a new RVPP ID was offered. AT&T often gave incentives to get the customer out of its grandfathered status. Plaintiffs plans remained pre June 17th 1994 grandfathered and never took the bait.

EXHIBIT J) A CSTPII does not end until the three years end. At the end of the three years the CSTPII Option can choose to reuse its RVPPID or get a new RVPP ID to collect promotional monies. Plaintiffs chose to stay grandfathered. Also note that the 3 years does not necessarily end because during the 3 years an upgrade can be done that increases the revenue commitment to AT&T and another TERM ASSUMPTION STARTING DATE (TASD) begins.

EXHIBIT K) Existing CSTPII plans can continue under their existing conditions. June 14 2001 tariff page. Consistent with the rest of the tariff the existing terms and conditions remain in effect.

EXHIBIT L) Promotional Offer: This is an example of a promotional offering in which AT&T offered promotional money to leave grandfathered terms and conditions and start a new CSTPII plan with a new RVPP. AT&T was willing to waive the nonrecurring Service Establishment and pay promo money to get people out of old terms and conditions. Plaintiffs did not bite.

EXHIBIT M) Upgrade vs New Plan. This promotional offering enabled the Customer to upgrade its commitment and get another 3 year starting date (TASD) and use its existing RVPP ID so it remained pre June 17th 1994 grandfathered----as opposed to getting a new RVPP ID. AT&T's interest here was to increase the commitment to AT&T and to increase the length of the commitment.

EXHIBIT N) These Tariff pages indicate that any changes done to tariffs protect the substantive rights of existing customers. There are multiple page there and note the issues that the tariff sections at issue were section 2.1.8 transfer of service and Discontinuation section that centered around the June 17th 1994 exemption provision.

EXHIBIT O) Security deposit against potential shortfall added to section 2.1.8. The former customer must put up a security deposit when it transfers away too many locations. It is conclusive that the revenue commitment does not transfer. This is the Tr9229 Tariff change that AT&T counsel Richard Meade certified to Judge Politan was the way AT&T was going to handle substantial traffic only transfers in the future. Because it was a prospective change it was not applicable to the Inga to PSE traffic only transfer or the CCI to PSE traffic only transfer.

EXHIBIT P) See below AT&T Detariffed effective July 31st 2001. CSTPII plans as noted supra could continue to 2004. (Exhibit G) After that the CSTPII plan would go into a Contract Tariff.

AT&T COMMUNICATIONS
Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: July 30, 2001

SUPPLEMENT NO.204
Cancels Supplement No. 203
Tariff F.C.C. No. 2
Effective: July 31, 2001

WIDE AREA TELECOMMUNICATIONS SERVICE

This supplement, filed pursuant to the Commission's Detariffing Order, CC Docket 96-61, 11 FCC Red 20730 (1996) and FCC Report and Order in IB Docket No. 00-202, released March 20, 2001 (the "March 20, 2001") and Rules 61.19 and 61.20 of the FCC's Rules, cancels this tariff in its entirety, effective July 31, 2001. Information regarding rates and regulations for interstate and international services are contained in the AT&T Business Services Agreement and related Service Guides. This information can be found on the web at. http://www.att.com/serviceguide/business. If you need further assistance, please call your customer care center or sales representative.

Very truly yours,

Raymond A. Grimes

CC: Client
CC: FCC

EXHIBIT A

AT&T
Agent Designation Practice

This document is being issued to clarify AT&T's practice concerning the designation of agents by Customers of AT&T's tariffed services.

AT&T's Agent Designation Practice is as follows:

1. Unless otherwise specified in the tariff, a Customer may appoint ONE (1) agent per tariff, regardless of the number of services or discount plans to which the Customer subscribes under a tariff or contract tariff.

2. AT&T can only recognize full or unrestricted agency designations and cannot recognize limitations a Customer may seek to place on the scope of the agent's authority to place orders with AT&T on the Customer's behalf. Thus, AT&T recognizes the agent as the Customer's substitute and will accept from the agent any order that it would from the Customer itself. AT&T will honor a Customer's request to designate an agent even if the request includes a restriction, but AT&T must consider the designation as unrestricted and will so inform the Customer in writing. It is the Customer's responsibility to withdraw the agency designation altogether if it does not want the agent to be unrestricted. The Customer will be responsible for any orders submitted by the agent as per the applicable tariffs.

3. The appointment of multiple agents will be allowed only if specifically authorized by a tariff or contract tariff.

4. A Customer may continue to place orders itself, even after designating an agent.

5. Unless otherwise specified in the tariff, AT&T will not accept orders from multiple representatives of the same agent. An agent may, however, have a reasonable number of its employees act on its behalf. The Customer must furnish AT&T (and keep current) a written list of each agent and the agent's employees authorized to act on behalf of the agent.

Please ensure that you are and remain in compliance with this practice. Any Customer not in compliance will be allowed a sixty (60) day transition period to re-designate agents in accordance with this practice. All Customers must be in compliance with this practice by January 1, 1995.

This Practice has been developed consistent with AT&T Tariff F.C.C. Nos. 1 and 2 which define "Agency Agreement" as follows:

Tariff F.C.C. No. 1, Section 2.4.1 B. p. 25.1

> "**AGENCY AGREEMENT** - The Company will accept orders from an agent appointed by the Customer. An agency appointment must be sent to the Company in writing. If directed by the Customer, the bill for LDMTS will be sent to the agent. The bill will be issued in the name of the Customer, in care of the agent.
>
> The Customer retains responsibility for compliance with tariff regulations and any act of the agent, regardless of any limitations the Customer may place on the agent's authority"

Tariff F.C.C. No. 2, Section 2.4.1 A.3.B. p.25

> "**AGENCY AGREEMENT** - The Company will accept orders from an agent appointed by the Customer. An agency appointment must be sent to the Company in writing. If directed by the Customer, the bill for WATS will be sent to the agent. The bill will be issued in the name of the Customer in care of the agent.
>
> The Customer retains responsibility for compliance with tariff regulations and any act of the agent, regardless of any limitations the Customer may place on the agent's authority."

One Stop Financial, Inc
Group Discounts, Inc.
National 800 Express, Inc
800 Discounts, Inc.
Winback · Conserve Program, Inc

Agency Appointment

_____(Customer: hereby appoints
COMBINED COMPANIES, INC. ("Agent") as its agent for
the purpose of placing orders with AT&T Corp., pursuant to the following tariff(s):.

- AT&T Tariff F.C.C. No. 1 (Section 2.4.1.B.)
- AT&T Tariff F.C.C. No. 2 (Section 2.4.1.B.)
- AT&T Tariff F.C.C. No. 4 (Section 2.5.1.B.)
- AT&T Tariff F.C.C. No. 7 (Section 2.5.1.B.)
- AT&T Tariff F.C.C. No. 9 (Section 2.5.1.B.)
- AT&T Tariff F.C.C. No. 11 (Section 2.5.1.B.)
- AT&T Tariff F.C.C. No. 12 (Section 7.2.18.B.)
- AT&T Tariff F.C.C. No._____

As provide in the tariff. Customer retains responsibility for compliance with tariff regulations and any act or omission of Agent, regardless of any limitations Customer may place on Agent's authority.

One Stop Financial Inc, Group Discounts, Inc., 800 Discounts, Inc, WINBACK · Conserve Program, Inc and National 800 Express
(Customer Legal Name)

The following employees of Agent are authorized to place orders under this agency appointment:

LEROY G. SMITH, its PRESIDENT

By: _____
(Signature)

ALFONSE G. INGA
(Typed or Printed Name)

President
(Title)

1/31/95
(Date)

EXHIBIT B

AT&T COMMUNICATIONS
Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: July 28, 1993

TARIFF F.C.C. No. 2
4th Revised Page 61.16.1
Cancels 3rd Revised Page 61.16.1
Effective: July 28, 1993

3.3.1.Q. AT&T 800 Customer Specific Term Plan II (continued)

- The 800 CSTP II will commence on the first of the billing month following the Customer subscribing to the Term Plan.
- The Customer must subscribe to a new Revenue Volume Pricing Plan (see Section 3.3.1.M.). Customers ordering a CSTP II must also order an RVPP to cover all the same AT&T 800 Services. RVPP discounts apply after the Term Plan discounts.
- If the Customer terminates the CSTP II within the first year, the 1/2% credit must be repaid and will be added to the term plan cancellation penalty.
- There is a $50.00 per location charge to move a CSTP II location from an existing CSTP II to a new CSTP II or to another existing CSTP II. This charge is not applicable to the first 10 locations moved between plans in each calendar year, when the original plan is not discontinued. Sx Sx Cy Cy
- There is a $50.00 charge when an existing CSTP II is discontinued and all of its locations are concurrently moved to a new or existing CSTP II with a revenue commitment equal to or greater than the original plan being discontinued. Ny Ny

BULLET 4: Traffic Only Transfer:
There is a $50 per location charge to move individual locations from one plan to another. This confirms that traffic only can transfer without the plan under CSTPII plans.

BULLET 5: PLAN TRANSER
Only $50 to Move the Entire Plan

x Applicable after August 14, 1993.

x Material filed under Transmittal Nos. 5318, 5384 and 5447 is deferred to July 29, 1993 under authority of Special Permission No. 93-603.
y Issued on same day's notice under authority of Special Permission No. 93-627.

Released in U.S.A.

2.5.9. Types of Charges (continued)

E. Nonrecurring Charges - A nonrecurring charge applies for an activity, such as an installation, a move or a change ordered by the Customer. A nonrecurring charge applies for each activity performed. The charge may differ according to the activity involved. In addition, other charges for specific functions (e.g., Maintenance of Service) as stated in this tariff are applied on a nonrecurring basis. Following is a description of the generic nonrecurring charges. Other nonrecurring charges are described in 2.5.10. following and in the applicable service sections.

1. **Installation Charge** - applies when a service or component is furnished.

2. **Conversion Charge** - applies when any of the following changes are made to WATS. A Conversion Charge includes:
   - converting the service area to a different service area,
   - changing the 800 telephone number, at the Customer's request, or
   - separating or combining AT&T 800 Service hunting arrangements.

3. **Record Change Only Charge** - applies when Company records are changed at the Customer's request. A record change includes:
   >>>>> - a transfer or assignment of the service to another Customer, or
   - a change in the 800 Number listing at the National Directory Center, or
   - a change in the number of access lines in a service group associated with AT&T WATS when no other nonrecurring charges apply.

4. **Service Ordering Charge** - applies for receiving, recording and processing Customer information relating to an order for the installation, move, conversion or record change. Service Ordering Charges vary according to the type of activity involved. When an order contains more than one activity, the highest Service Ordering Charge will apply.

5. **Move Charge** - applies when there is a physical change in the location of WATS at the request of the Customer. A move normally involves an interruption of WATS for the period required to complete the move. No credit allowance for interruption will be granted for that period.

6. **Expedite Charge** - applies when an 800 Customer requests a standard installation date be advanced.

Issued on not less than one day's notice under authority of Special Permission No. 93-672.

3.4.1. AT&T 800 Service-Canada Components and Rates (continued)

J. **Record Change Only** - The Record Change Only Charge covers work associated with a change of the Company's records at the Customer's request for the following activities:

	NONRECURRING CHARGE
1. To transfer service.	
2. To change the AT&T 800 Service telephone number listing at the National Directory Center.	
3. To change the Customer's billing records when none of the other nonrecurring charges apply. This charge is not applicable when only the Customer's billing address is changed.	
- Service Ordering Charge, per order	$00.00

K. **Signal Power Adjustment** - When this Company has to establish or adjust the level of Signal Power, where at the request of the Customer, the network protection criteria are to be used in connection with Customer premises equipment or communications systems at the Customer's premises, the following charges apply if a visit to the Customer's premises by the Company's personnel is required:

	USOC	NONRECURRING CHARGE
- Standard Access Line	SPP2W	
- Service Ordering Charge, per order		$00.00
- Testing Charge, per access line		$16.00
- Access Line with Four-wire Terminating Arrangement	SPP4W	
- Service Ordering Charge, per order		$00.00
- Testing Charge, per access line		$59.00

These charges are not applicable if the Signal Power Adjustment is installed at the same time as the access line.

L. **Maintenance of Service Charge** - The charge applicable for Maintenance of Service Charge on AT&T 800 Service Canada is as specified under AT&T 800 Service-Domestic (See Maintenance of Service Charge, Page 61.2).

M. **Revenue Volume Pricing Plan**- A revenue volume pricing plan may apply to AT&T 800 Service-Canada (see Revenue Volume Pricing Plan, Page 61.3).

N. **AT&T Global 800 Customer Pricing Plan** - An AT&T Global 800 Customer Pricing Plan may apply to AT&T 800 Service-Canada (see Global 800 Customer Pricing Plan, Section 3.5.1.L.). Cx

x Issued on not less than three days' notice under authority of Special Permission No. 94-1427.

3.3.1.Q. AT&T 800 Customer Specific Term Plan II (continued)

be applied first to the intrastate usage revenue. The discount on the interstate usage will equal the difference between the discount which would have applied on total usage, and the amount of the discount on intrastate usage. There are no intrastate tariffs containing identical discounts at this time. However, when identical discounts are available in an AT&T intrastate tariff, this tariff will provide an availability list. The discount is applied to the annual billed gross usage revenue from the following services: AT&T 800 Service-Domestic, AT&T 800 READYLINE, AT&T MEGACOM 800 Service, AT&T 800 Gold Services and 800 Nodal Validator, AT&T 800 READYLINE-Canada, AT&T 800 READYLINE-Overseas, AT&T 800 READYLINE-Mexico, AT&T MEGACOM 800 Service-Canada, AT&T MEGACOM 800 Service-Overseas, AT&T MEGACOM 800 Service-Mexico, AT&T 800 READYLINE-Puerto Rico and the U.S. Virgin Islands (available under Tariff F.C.C. No. 14), AT&T USADirect C
800 Service and intrastate AT&T 800 READYLINE, AT&T MEGACOM 800 Service, C
AT&T 800 Gold Service-Switched and AT&T 800 Gold Service-Nodal. If the RVPP/Customer Specific Term Plan II Customer's service is restricted and/or denied for non-payment of charges (see Section 2.8.3. preceding), service at the Customer's designated locations will be restricted and/or denied as specified below. The following conditions apply:

- The 800 CSTP II will commence on the first of the billing month following the Customer subscribing to the Term Plan.
- The Customer must subscribe to a new Revenue Volume Pricing Plan (see Section 3.3.1.M.). Customers ordering a CSTP II must also order an RVPP to cover all the same AT&T 800 Services. RVPP discounts apply after the Term Plan discounts.
- If the Customer terminates the CSTP II within the first year, the 1/2% credit must be repaid and will be added to the term plan cancellation penalty.
- There is a $50.00 per location charge to move a CSTP II location from an existing CSTP II to a new CSTP II or to another existing CSTP II. This charge is not applicable to the first 10 locations moved between plans in each calendar year, when the original plan is not discontinued.
- There is a $50.00 charge when an existing CSTP II is discontinued and all of its locations are concurrently moved to a new or existing CSTP II with a revenue commitment equal to or greater than the original plan being discontinued.

EXHIBIT C

2.5.18. Discontinuance Without Liability - (continued)

If the Old Plan is a:	The following New Plan can replace it:
LSTP II (see Section 3.3.1.T., following).	CSTP II;* LSTP II; AT&T CustomNet Flex Plan, AT&T CustomNet Service Simple Pricing Option, or AT&T Option S Term Plan, using the Inward Calling Option (see AT&T Tariff F.C.C. No. 1, Sections 6.13.1.B.8., 6.13.1.B.10., 6.13.1.B.12. and 6.13.4.D.); AT&T UNIPLAN Term Plan (see AT&T Tariff F.C.C. No. 1, Section 6.19.4.G.3.); AT&T UNIPLAN Basic Service Option Term Plan (see AT&T Tariff F.C.C. No. 1, Section 6.19.5.D.); AT&T UNIPLAN Service FRPO Term Plan (see Tariff F.C.C. No. 1, Section 6.19.6.D.); Term Plan under AT&T Tariff F.C.C. No. 1;** AT&T Contract Tariff including 800/888 and non-800/888 services.* ; or AT&T Business Network Service Term Plan (see Tariff F.C.C. No. 1, Section 6.44.).
WATS-One Line Access Flex Plan (see Section 3.9.7., following)	Any AT&T Pricing Plan

T
N
N

This Section also applies to discontinuance without liability of a Contract Tariff under which AT&T 800 Service is offered, unless the Contract Tariff includes a provision that applies in lieu of the discontinuance without liability provisions of this Tariff. If the Contract Tariff does not include such a provision, discontinuance without liability of the Contract Tariff will be subject to the same provisions of this Tariff that apply to the Pricing Plan on which the Contract Tariff discount structure for AT&T 800 Service(s) is based. If AT&T Services other than AT&T 800 Services also are provided under the Contract Tariff, discontinuance without liability of the Contract Tariff also will be subject to the same provisions as apply under the applicable tariff to the Pricing Plan on which the Contract Tariff discount structure for such other AT&T Service(s) is based, unless the Contract Tariff includes a provision that applies in lieu of the discontinuance without liability provisions of the applicable tariff.

* A Customer may discontinue without liability an LSTP II in conjunction with an order for a CSTP II or AT&T Contract Tariff only if the LSTP II being discontinued was in effect or on order prior to August 20, 1994.

** A Customer may discontinue without liability an LSTP II in conjunction with an order for a New Plan under Tariff F.C.C. No. 1 (other than a New Plan specifically listed in the chart above) only if the Customer also discontinues either an existing AT&T Inward Calling Option (as specified in Tariff F.C.C. No. 1, Section 6.13.1.B.8., or an existing Integrated Outbound and Inbound Optional Discount Plan (as specified in Tariff F.C.C. No. 1, Section 6.19.4.G.), in conjunction with its order for the same New Plan.

EXHIBIT D

** All material on this page is reissued except as otherwise noted. ** N

2.5.18. Discontinuance Without Liability - (continued)

1. If the New Plan is a VTNS Option, the termination date of the Old Plan and the date on which Substantially Complete Installation of the VTNS Option is attained (or such earlier date as the Customer may designate, no earlier than the date of initial service under the VTNS Option) must be the same day, and all rates, terms and conditions of the Old Plan will remain in effect until that day, provided that the Old Plan shall not remain in effect beyond the expiration of its term. If the Customer has designated a date that is earlier than the Substantially Complete Installation date, and cancels its order for the New Plan after the termination dated of the Old Plan but before the Substantially Complete Installation date of the VTNS Option, the discontinuance of the Old Plan will be a discontinuance with liability, and termination charges will apply pursuant to the terms of the Old Plan. N N

C. If the Old Plan includes an annual revenue commitment, a Shortfall Charge will apply as provided in 1., following. The Shortfall Charge will not apply in connection with the discontinuance of a CSTP II that was ordered on or prior to June 17, 1994, or the discontinuance of an Old Plan (other than a CSTP II) that was not either ordered on or prior to August 29, 1996 or in service on or prior to September 1, 1996. M M C C

1. If the Old Plan includes an annual revenue commitment, the Customer must satisfy the pro-rated annual revenue commitment as of the termination date of the Old Plan. The pro-rated annual revenue commitment is the annual revenue commitment of the Old Plan, divided by twelve and multiplied by the number of full billing months in the current plan year (as of the termination date of the Old Plan). If the Customer has not met the pro-rated annual revenue commitment, the Customer must pay a Shortfall Charge calculated in the same manner as specified for a failure to meet the annual commitment under the Old Plan, but based on the difference between the prorated annual revenue commitment and the actual charges applicable to satisfy the annual revenue commitment incurred during the full billing months elapsed in the current plan year (of the termination date of the Old Plan). M M C M C C M M M M C C M

Effective date of material filed under Transmittal No. 9229 is advanced to August 29, 1996 under authority of Special Permission No. 96-0677.
Certain material on this page formerly appeared on Page 34.7.

** All material on this page is reissued except as otherwise noted. **

2.5.18.E.1. Discontinuance Without Liability - (continued)

Example 2

A Customer is currently taking service under both a CSTP II with a 3-year term commitment and a $240,000 annual commitment, with 18 months remaining in the term commitment (as in Example 1), and an AT&T Term and Volume Plan (TVP) pursuant to Tariff F.C.C. No. 1 with a 3-year term commitment and a $300,000 annual commitment, with 15 months remaining in the term commitment. The Customer can discontinue the CSTP II and the TVP without liability in conjunction with an order for a new replacement AT&T UNIPLAN Term Plan pursuant to Tariff F.C.C. No. 1 with a term commitment of 24 months and a revenue commitment of $50,000 per month. The term commitment of the New Plan must be at least 18 months (the remaining term of the CSTP II); 24 months is the shortest available AT&T UNIPLAN term commitment that equals or exceeds 18 months. The average monthly revenue commitment of the New Plan must be at least $45,000 (($720,000 ÷ 36) + ($900,000 ÷ 36)); $50,000 is the lowest available AT&T UNIPLAN Term Plan Net Monthly Commitment that equals or exceeds $45,000.

Example 3

A Customer is currently taking service under an LSTP II Plan with a 24-month term commitment and a $1,500 Net Monthly Usage Revenue Commitment, with 16 months remaining in the term commitment. The Customer can discontinue this LSTP II without liability in conjunction with an order for a new replacement LSTP II with a term commitment of 18 months and a revenue commitment of $1,500 per month. The term commitment of the New Plan must be at least 16 months (the remaining term of the LSTP II); 18 months is the shortest available LSTP II term commitment which equals or exceeds 16 months. The average monthly revenue commitment of the New Plan must be at least $1,500 per month; the LSTP II has a $1,500 Net Monthly Usage Revenue Commitment.

2. If a plan has a usage commitment (i.e., a commitment specified in minutes of use), that commitment will be converted to a revenue commitment by multiplying the usage commitment by a factor of $0.12 per minute.

F. The following are exceptions and additional conditions to the rules specified in A. through E., preceding. The chart at the beginning of this Section 2.5.18. identifying which New Plans can provide a basis for discontinuance without liability of which Old Plans applies in all events.

1. CSTP II Exception - A Customer of a CSTP II that was either ordered on or prior to August 29, 1996, or in service on or prior to September 1, 1996, may discontinue without liability that Old Plan in conjunction with an order for a New Plan, subject to the conditions specified in (a), following, in lieu of the conditions specified in Sections 2.5.18.D. and E., preceding. The Customer also must satisfy the conditions specified in Sections 2.5.18.A. through C., preceding, except as otherwise provided in (b) and (c), following.

Effective date of material filed under Transmittal No. 9229 is advanced to August 29, 1996 under authority of Special Permission No. 96-0677.
Certain material previously found on this page can now be found on Page 34.9.1.

** All material on this page is reissued except as otherwise noted. **

2.5.18.F.1. CSTP II Exception - (continued) N

(a) The total revenue commitment over the full term of the New Plan must be greater than or equal to the remaining annual revenue commitment of the Old Plan. The remaining annual revenue commitment of the Old Plan is the Annual Revenue Commitment divided by 12 times the number of full months remaining in the term of the Old Plan. If the New Plan is a Contract Tariff, only the 800 Service revenue commitments under the Contract Tariff are used to calculate the total revenue commitment of the New Plan. If more than one plan is being discontinued, the total revenue commitment over the full term of the New Plan must be equal to or greater than the sum of the remaining monthly revenue commitments (the monthly revenue commitment times the number of monthly remaining) and/or annual revenue commitments (the annual revenue commitment divided by 12, times the number of full months remaining) of the plans being discontinued. M C M M M M C . . C

(b) Section 2.5.18.C. does not apply to a CSTP II that was in effect or on order on or prior to June 17, 1994. C C

(c) If the Customer has paid a Shortfall Charge pursuant to Section 2.5.18.C. in conjunction with its discontinuance of a CSTP II and replacement of the CSTP II with a New Plan, and if, at the end of the first year of the term of the New Plan, the Customer has incurred charges in excess of the New Plan minimum revenue commitment for that year, AT&T will provide a credit to the Customer for the amount by which such incurred charges under the New Plan exceeded such commitment, in an amount not to exceed the amount of the paid Shortfall Charge. N . . N

Effective date of material filed under Transmittal No. 9229 is advanced to August 29, 1996 under authority of Special Permission No. 96-0677.
Certain material on this page formerly appeared on Page 34.9.

EXHIBIT E

2.9. DEFINITIONS (continued)

Local Access and Transport Area - a geographical area within which a Local Exchange Company provides communications service.

Local Exchange Company - a company which furnishes exchange telephone service.

Location - For the purpose of the Location and Service Specific Term Plan, a location is defined as each billing account at a Customer's premises for AT&T 800 Service-Domestic and for AT&T 800 READYLINE, for AT&T MEGACOM 800 Service location is defined as a billing account.

Local Service Management Systems (LSMS) - An intermediate data base system which receives downloads of Customer records from the SMS/800 and further downloads them to the appropriate SCPs in its network.

Main Billed Account - an account associated with a Customer's service to which WATS charges are billed. Such an account may include one or more service group(s) and/or routing arrangement(s). AT&T WATS-Domestic and AT&T WATS-One Line Access Service may include one or more sub-accounts under a main billed account. The term sub-account denotes one or more service groups, furnished at the same premises of the Customer, which are billed to a separate billing account number under a Main Billed Account.

Mainland - the 48 contiguous states and the District of Columbia.

Main Station - the station associated with AT&T 800 Service and AT&T WATS and designated by the Customer as the Main location.

Minimum Average Time Requirement (MATR) - a specified period of time, used in the determination of usage charges, which represents the minimum average duration of calls completed during a billing period. The MATR for each service is specified in the appropriate section of this tariff.

Move - a change in physical location of WATS when made at the request of the Customer.

Multiline Terminating System - Customer premises switching equipment or key telephone type systems which terminate more than one local exchange service line, access line, private line service or Customer-provided communications system.

Outward WATS - service that has been renamed AT&T WATS.

Premises - a building or buildings on continuous property (except railroad right-of-way, etc.) not separated by a public thoroughfare.

Professional Voice - AT&T provided personnel from a talent agency used to provide announcements for AT&T Advanced 800 Service.

Issued on not less than one day's notice under authority of Special Permission No. 93-572.

EXHIBIT F

O. AT&T 800 Customer Specific Term Plan* - The AT&T 800 Customer Specific Term Plan (CSTP) is a term plan, in lieu of all other specific term plans and/or service discounts, that offers the Customer term plan discounts applicable to usage for the Customer's AT&T 800 Service-Domestic, AT&T 800 READYLINE, AT&T MEGACOM 800 Service, 800 Validator, AT&T 800 Gold Service-Switched, AT&T 800 Gold Service-Nodal and the following Intrastate offerings: AT&T 800 READYLINE, AT&T MEGACOM 800 Service, AT&T 800 Gold Service-Switched and AT&T 800 Gold Service-Nodal to Customers who commit to monthly recurring and net usage revenue of $50,000 or more per month, for three (3) years. The amount of the discount is determined by the plan year (i.e., discount increases during plan term). This plan applies a percent reduction to the total amount of interstate and intrastate usage revenue for each of the services under the plan. The revenue commitment is based on monthly recurring and net usage revenue after the term plan discount and before the application of discounts provided under RVPP (see Section 3.3.1.M. preceding). The monthly revenue commitment level includes usage and monthly recurring charges for any one, or any combination, of the following Services: AT&T 800 Service-Domestic, AT&T Advanced 800 Service, AT&T 800 Validator, AT&T 800 Service-Canada, AT&T 800 Service-Overseas, AT&T 800 Service-Mexico, AT&T MEGACOM 800 Service-Overseas, AT&T MEGACOM 800 Service-Canada, AT&T MEGACOM 800 Service-Mexico, AT&T 800 READYLINE-Canada, AT&T 800 READYLINE-Overseas, AT&T 800 READYLINE-Mexico, AT&T 800 READYLINE, AT&T 800 Gold Services, AT&T 800 READYLINE- Puerto Rico and the U.S. Virgin Islands (available under Tariff F.C.C. No. 14), AT&T MEGACOM 800 Service, AT&T USADirect 800 Service and the following intrastate C
offerings: AT&T 800 READYLINE, AT&T MEGACOM 800 Service, AT&T 800 Gold Service-Switched and AT&T 800 Gold Service-Nodal. The above International services volumes will contribute toward the monthly revenue commitment but will not be eligible for any discounts. If there are no identical discounts effective for this plan in AT&T's intrastate tariff the discount will be applied to the Customer's total usage revenue. When an identical discount plan is effective in an AT&T intrastate tariff, the intrastate discount will be applied first to the intrastate usage revenue.

The discount on the interstate usage will equal the difference between the discount which would have applied on total usage, and the amount of the discount on intrastate usage. There are no intrastate tariffs containing identical discounts at this time. However, when identical discounts are available in an AT&T intrastate tariff, this tariff will provide an

* Existing Customers with a CSTP in effect or on order prior to February 22, 1992 may continue their current CSTP and may renew it once for an additional three-year term under existing conditions. Otherwise, after February 21, 1992, Customers will only be allowed to subscribe to CSTP II. In addition, a CSTP Customer who ordered a CSTP between September 5, 1991 and February 22, 1992 may terminate that CSTP without liability provided they order a new CSTP II by May 22, 1992 with a revenue commitment equal to, or exceeding, the commitment of the terminated plan. Customers who ordered a CSTP prior to September 5, 1991 may move their CSTP without liability to a new CSTP II, as provided in Section 3.3.1.O.4. All benefits an conditions of any applicable promotions previously ordered by the Customer in Sections 8.1.1.18., 8.1.1.23. and 8.1.1.24. following will continue to apply under the new CSTP II.

EXHIBIT G

3.3.1. Components and Rates (continued)

Q. **AT&T 800 Customer Specific Term Plan II*** - The AT&T 800 Customer Specific Term Plan II (CSTP II) is a term plan, in lieu of all other specific term plans and/or service discounts, that offers the Customer term plan discounts applicable to usage for the Customer's AT&T 800 Service-Domestic*, AT&T 800 READYLINE*, AT&T MEGACOM 800 Service, 800 Validator, AT&T 800 Gold Services, AT&T 800 READYLINE-Canada*, AT&T 800 READYLINE-Overseas*, AT&T 800 READYLINE-Mexico*, AT&T MEGACOM 800 Service-Canada, AT&T MEGACOM 800 Service-Overseas, AT&T MEGACOM 800 Service-Mexico, 800 Nodal Validator-Canada, AT&T 800 READYLINE-Puerto Rico and the U.S. Virgin Islands (available under Tariff F.C.C. No. 14), AT&T USADirect 800 Service and the following Intrastate offerings: AT&T 800 READYLINE, AT&T MEGACOM 800 Service, AT&T 800 Gold Service-Switched and AT&T 800 Gold Service-Nodal. Customers must choose an annual net usage revenue commitment of between $12,000 and $33 million for each year of a three-year term commitment. Customers may also choose the CSTP II Option A as specified in Section 3.3.1.Q.7., following which provides a two-year term commitment or CSTP II Option B as specified in Section 3.3.1.Q.8., following, which provides a three-year term commitment or CSTP II Option C as specified in Section 3.3.1.Q.9., following, which provides a one-year Term commitment. A one time usage credit will be applied to the Customer's bill equal to 1/2% of the first year's annual revenue commitment. In addition, this plan applies a percent discount to the total amount of interstate and intrastate usage revenue for each of the services under the plan. The annual revenue commitment is based on monthly recurring and net usage revenue after the term plan discount and before the application of discounts provided under the Revenue Volume Pricing Plan (RVPP) (see Section 3.3.1.M. preceding). The annual revenue commitment level includes usage and monthly recurring charges for any one, or any combination, of the following Services: AT&T 800 Service-Domestic, AT&T Advanced 800 Service, 800 Nodal Validator, AT&T 800 Service-Canada, AT&T 800 Service-Overseas, AT&T 800 Service-Mexico, AT&T MEGACOM 800 Service-Overseas, AT&T MEGACOM 800 Service-Canada, AT&T MEGACOM 800 Service-Mexico, AT&T 800 READYLINE-Canada, AT&T 800 READYLINE, AT&T 800 Gold Services, AT&T 800 READYLINE-Puerto Rico and the U.S. Virgin Islands (available under Tariff F.C.C. No. 14), AT&T MEGACOM 800 Service, AT&T USADirect 800 Service and the following intrastate offerings: AT&T 800 READYLINE, AT&T MEGACOM 800 Service, AT&T 800 Gold Service-Switched and AT&T 800 Gold Service-Nodal. AT&T 800 Service-Canada, AT&T 800 Service-Overseas and AT&T 800 Service-Mexico volumes will contribute toward the annual revenue commitment but will not be eligible for any discounts. If there are no identical discounts effective for this plan in AT&T's intrastate tariff the discount will be applied to the Customer's total interstate usage revenue. If an identical discount plan is effective in an AT&T intrastate tariff, the discount will

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* For AT&T 800 Service-Domestic, Canada, Overseas and Mexico and AT&T 800 READYLINE and AT&T 800 READYLINE-Canada, Overseas and Mexico on an access line the CSTP II is not available to new or existing Customers who did not have any of these services on order on or before January 31, 1998. AT&T Contract Tariffs in effect, or pending, on January 31, 1998, which include any of these services are not affected by this provision. Availability of the CSTP II for these services will not extend beyond the current term of the Contract Tariff unless otherwise provided herein.

EXHIBIT H

3.3.1.Q. AT&T 800 Customer Specific Term Plan II (continued)

- If the Customer terminates the CSTP II within the first year of the plan and concurrently establishes a new CSTP II of greater value, no additional one time 1/2% credit will apply.
- All other specific term plans and service discounts are excluded from the CSTP II with the exception of the $.01 per minute access line discount. The AT&T 800 Service-Domestic $.01 per minute access line discount is applied after the Term Plan discount but before the RVPP discount.
- The Customer must commit to an annual commitment for three years as shown in Sections 3.3.1.Q.1. and 3.3.1.Q.8., or two years as shown in Section 3.3.1.Q.7., or one year as shown in Section 3.3.1.Q.9, following.
- The Customer may add or delete an AT&T 800 Service or AT&T Custom 800 Service covered under the plan.
- In the event the Customer converts from another AT&T Term Plan to a CSTP II, there will be no decrease in the percent discount received by the Customer. *
- The Customer will assume all financial responsibility for all designated accounts in the plan and will be liable for all charges incurred by each location under the plan.
- The Customer must also provide to AT&T, for each location participating in the above mentioned plan, written authorization for including the locations in the plan, billing account number and/or billed name, type of service, and address to which the bill is to be sent.
- In the event that a location is in default of payment, AT&T will seek payment from the Customer. If the Customer fails to make payment for the location in default, AT&T will: (1) reduce the discount by the amount of the billed charges not paid by that location, if any, and apportion the remaining discount, if any, to all locations not in default, and if payment is not fully collected by the above method, (2) terminate the RVPP/CSTP II for failure of the Customer to pay the defaulted payment.
- In the event of termination of the Customer's RVPP and/or Term Plan, the Customer being terminated must notify the individual locations that the RVPP and/or Term Plan has been discontinued and the individual locations not in default of their location billing charges will be converted to monthly rates as individual customers unless they notify AT&T otherwise.
- Shortfall and/or termination liability are the responsibility of the Customer. Any penalty for shortfall and/or termination liability will be apportioned according to usage and billed to the individual locations designated by the Customer for inclusion under the plan. For billing purposes, such penalties shall reduce any discounts apportioned to the individual locations under the plan.

* This condition applies only to Customers whose CSTP II was in effect or on order prior to July 1, 1993. This does not apply to existing CSTP II Customers that renew their term plan after June 30, 1993.

Issued on not less than one day's notice under authority of Special Permission No. 93-672.

EXHIBIT I

3.3.1.Q. AT&T 800 Customer Specific Term Plan II (continued)

8. **CSTP II Option B** - Is a term plan, in lieu of all other specific term plans and/or service discounts with the same terms and conditions as specified in Section 3.3.1.Q. for CSTP II with the following exceptions:

- Customers with an existing RVPP do not have to subscribe to a new RVPP.

- AT&T 800 Gold Services are not eligible for Option B.

- If the Customer terminates CSTP II Option B to order VTNS from AT&T's Tariff F.C.C. No. 12, the Discontinuance Liability will be applied.

Rates:

	Nonrecurring Charge
Service Establishment	$10,000.00

The Service Establishment charge will be waived from July 1, 1993 to January 1, 1994.

(a) **Discount** - The following discounts apply to CSTP II Option B.

EXHIBIT J

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5. **Discontinuance of AT&T's 800 Customer Specific Term Plan II-With Liability** - When a Customer has AT&T 800 Services covered under the plan, disconnection of any one of the services does not constitute discontinuance of the plan. Except for conditions covered in Section 3.3.1.Q.4., preceding, discontinuance of all service furnished under the CSTP II prior to the expiration of the applicable term, constitutes discontinuance of the plan and will result in Customer liability as specified following. The amounts due to the Company upon discontinuance will be:

- 35% of the remaining term plan revenue commitment.

Discontinuance Liability
A Customer commits to a revenue commitment of $420,000 for three years.

Example: A Customer commits to an annual revenue commitment of $420,000 for three years and discontinues the plan at the end of two years. The Customer would be liable for $420,000 x .35 = $147,000.

6. **Expiration of AT&T's 800 Customer Specific Term Plan II** - A CSTP II expires when the three-year term ends. Upon expiration of the Term Plan, the plan will roll-over to a new three-year plan at discount levels applied during the third year of the plan, if the Customer notifies AT&T to renew the term plan. If the Customer does not notify AT&T to renew the Term Plan, the Customer's service will revert to current (non-term) rates.

Customers will be notified one month prior to the expiration of the Term Plan.

7. **CSTP II Option A** - CSTP II Option A is a term plan, in lieu of all other specific term plans and/or service discounts with the same terms and conditions as specified in Section 3.3.1.Q. for CSTP II with the following exceptions:

- Option A has a two year annual revenue Commitment.
- Customers who have concurrently moved from a CSTP II to a CSTP II Option A and have already received a 1/2% credit under their expired CSTP II, will not receive an additional 1/2% credit for one year.

EXHIBIT K

3.3.1. Components and Rates (continued)

9. **CSTP II Option C** - CSTP II Option C is a term plan, in lieu of all other specific term plans and/or service discounts with the same terms and conditions as specified in Section 3.3.1.Q. for CSTP II with the following exceptions:

- Option C has one year annual revenue Commitment.

- Customers who have concurrently moved from a CSTP II to a CSTP II Option C and have already received a 1/2% credit under their expired CSTP II, will not receive an additional 1/2% credit for one year.

* AT&T 800 Customer Specific Term Plan II is not available to new or existing Customers who did not have it on order on or before June 14, 2001. Existing Customers with AT&T 800 Customer Specific Term Plan II in effect or on order prior to June 14, 2001 may continue their current AT&T 800 Customer Specific Term Plan II under existing conditions. AT&T Contract tariffs in effect or on order on June 14, 2001, which include AT&T 800 Customer Specific Term Plan II are not affected by this provision. Availability of AT&T 800 Customer Specific Term Plan II will not extend beyond the current term of the Contract Tariff. N N

R. **AT&T NetPROTECT Services** - AT&T NetPROTECT Services, as specified in AT&T Tariff F.C.C. No. 1, Section 5., are available to AT&T 800 Service - Domestic Customers.

EXHIBIT L

8.1.1.105. AT&T 800 Customer Specific Term Plan II (CSTP II) Promotions (continued)

If a CSTP II ordered under this promotion concurrently replaces an AT&T 800 Term Plan-Location and Service Specific (LSTP), AT&T will waive the applicable discontinuance charge described in Section 3.3.1.N.2., preceding, for the replaced LSTP if the total remaining revenue commitment of the LSTP is less than the total revenue commitment of the new CSTP II.

If a CSTP II that was subscribed under the promotions described in Section 8.1.1.45., 8.1.1.46. 8.1.1.47. 8.1.1.92. or 8.1.1.99., preceding, is discontinued and concurrently replaced with a CSTP II under this promotion with a total revenue commitment that is greater than that of the discontinued CSTP II, AT&T will not bill the Customer in an amount equal to any waivers, reimbursements or credits received for the discontinued CSTP II.

A Customer's new CSTP II is eligible for the promotion described in Section 8.1.1.106., following, or this promotion, but not both.

106. AT&T 800 Customer Specific Term Plan II (CSTP II) Promotions - AT&T will offer the following promotion to Customers who order a new CSTP II with an annual net revenue commitment of $600,000 or greater between March 22, 1993 and May 31, 1993. A CSTP II ordered under this promotion which replaces an existing CSTP II must have a greater total revenue commitment than the replaced CSTP II's total remaining revenue commitment. If two or more CSTP IIs are to be replaced by a CSTP II ordered under this promotion, then the total revenue commitment of the new CSTP II must exceed the sum of the total remaining revenue commitments of the CSTP IIs it is replacing. All service used with a CSTP II ordered under this promotion must have a requested installation date of no later than August 31, 1993. A Customer may only order one CSTP II under this promotion. Any CSTP II ordered under this promotion must commence between, April 1, 1993 and September 30, 1993, inclusive.

Specifically, AT&T will waive the Nonrecurring Service Establishment Per Customer (USOC NRWRD), described in Section 3.3.1.M.1., preceding.

For Customers who order new AT&T MEGACOM 800 Service to be placed under a CSTP II ordered under this promotion, AT&T will waive the Nonrecurring Service Establishment Installation Charge (USOC SG7B+ or SG7C+), described in Section 6.3.2.C.1., preceding. If AT&T MEGACOM 800 Service-Canada is concurrently ordered with the AT&T MEGACOM 800 Service described above, AT&T will waive the Nonrecurring Charges described in Section 6.6.2.C., preceding.

EXHIBIT M

8.1.1. Service Promotions (continued)

207. AT&T 800 Customer Specific Term Plan II (CSTP II) Promotion - AT&T will offer the following promotion from September 5, 1994 through May 31, 1996 to Customers who subscribe to a new CSTP II, to existing CSTP II Customers who upgrade to a CSTP II with a higher annual revenue commitment and a term equal to or greater than the existing CSTP II, and to existing AT&T 800 Location and Service Specific Term Plan (LSTP) and CSTP Customers who subscribe to a new CSTP II with a total revenue commitment which is equal to or greater than the total remaining value of the LSTP(s) or CSTP(s) being discontinued. The Term of the new CSTP II must be equal to or greater than the LSTP(s) or CSTP(s) being discontinued. CSTP IIs subscribed to under this promotion must commence no later than June 30, 1996. AT&T will provide a signing bonus to Customers establishing a new CSTP II or an upgraded CSTP II with a higher annual revenue commitment and who otherwise qualify for this promotion. In addition, AT&T will provide a premium usage credit to new CSTP II Customers and to upgrade CSTP IIs with a higher annual revenue commitment and a term equal to or greater than the existing CSTP II. C C

Specifically, AT&T will offer a signing bonus in the form of a usage credit as follows: (1) for Customer who subscribe to a new CSTP II, the usage credit will be based on the length of term and the annual revenue commitment; and (2) for Customers who upgrade an existing CSTP II, the usage credit will be based on the incremental increase in the annual revenue commitment and the length of the term of the upgraded commitment. The signing bonus will be equal to 5, 10 or 15 percent (depending on the length of the CSTP II term commitment) of the incremental increase in the annual revenue commitment for upgraded CSTP IIs or the annual revenue commitment level for new CSTP IIs and will be applied as follows:

CSTP II Term Commitment	Signing Bonus
1 Year	5%
2 Years	10%
3 Years	15%

The signing bonus is capped at $150,000. For new CSTP IIs, the signing bonus will be applied to the Customer's third consecutive complete billing month. For upgraded CSTP IIs, the signing bonus will be applied to the Customer's next consecutive complete billing month after the upgraded CSTP II commences.

In addition, Customers who subscribe to a new or upgraded CSTP II will receive a premium credit in the form of a usage credit based on the term of the new or upgraded CSTP II annual revenue commitment. Customers who subscribe to a new CSTP II with a term of two years will receive credit for one full month of the Customer's AT&T 800 Service billed usage revenue under the new CSTP II(not to exceed $37,500). Customers who subscribe to a new CSTP II with a term of three years will receive credit for one full month of the Customer's AT&T 800 Service billed usage revenue under the new CSTP II (not to exceed $75,000). This premium credit is based on the Customer's ninth consecutive complete billing month usage and will be applied in the twelfth consecutive complete billing month.

EXHIBIT N

AT&T COMMUNICATIONS SUPPLEMENT NO. 195
Adm. Rates and Tariffs Cancels Supplement No. 194
Bridgewater, NJ 08807 Tariff F.C.C. No. 2
Issued: May 2, 1996 Effective: May 3, 1996

WIDE AREA TELECOMMUNICATIONS SERVICE

This supplement, further defers the effective date of tariff material pertaining to clarifications which increase the uniformity of tariff provisions in the following four areas (without significantly affecting the substantive rights of existing term plan customers): Transfer or Assignment of Service, Placement and Cancellation of an Order for Contract Tariff, Deposits and Discontinuance Without Liability from May 3, 1996 to May 17, 1996 under authority of Special Permission No. 96-0455. This material was originally filed under Transmittal No. 9229 on October 26, 1995 and subsequently deferred under Transmittal Nos. 9276, 9384, 9561, 9664, 9729, 9779, 9841 and 9905.

AT&T COMMUNICATIONS SUPPLEMENT NO. 133
Adm. Rates and Tariffs Cancels Supplement No. 132
Bridgewater, NJ 08807 Tariff F.C.C. No. 2
Issued: April 13, 1994 Effective: April 14, 1994

WIDE AREA TELECOMMUNICATIONS SERVICE

This supplement, filed at the direction of the Common Carrier Bureau by letter dated April 13, 1994, further defers the effective date of material relative to revisions of the AT&T Customer Specific Term Plan II discontinuance without liability regulations which was originally filed under Transmittal No. 6508 and subsequently deferred under Transmittal No. 6580, Transmittal No. 6642 and 6714 on March 30, 1994 from April 14, 1994 to June 17, 1994, under authority of Special Permission No. 94-448.

AT&T COMMUNICATIONS SUPPLEMENT NO. 170
Adm. Rates and Tariffs Cancels Supplement No. 168
Bridgewater, NJ 08807 Tariff F.C.C. No. 2
Issued: March 15, 1995 Effective: March 16, 1995

WIDE AREA TELECOMMUNICATIONS SERVICE

This supplement, filed at the direction of the Common Carrier Bureau by letter dated March 15, 1995, further defers the effective date of material relative to modifying language pertaining to Transfer or Assignment regulations which was originally filed under Transmittal No. 8179 and subsequently deferred under Transmittal No. 8231 from March 16, 1995 to March 30, 1995, under authority of Special Permission No. 95-289.

EXHIBIT O

2.1.7. Limitations on the Provision of WATS (continued)

B. Restoration of Service - In the event of failure, WATS will be restored in compliance with Part 64, Subpart D, of the FCC's Rules and Regulations.

C. Hazardous Locations - An access line will not be furnished at a location the Company considers hazardous (e.g., explosive atmosphere environments). In such cases, the Company, if so requested, will terminate the access line at a mutually agreeable alternate location. The Customer will then be responsible for extension of the access line to the hazardous location.

2.1.8. Transfer or Assignment - WATS, including any associated telephone numbers, may be transferred or assigned to a New Customer, subject to each of the following provisions: Sx ..

A. The Customer of record (Current Customer) requests in writing (using a standard AT&T Transfer of Service form available from AT&T)* that AT&T transfer or assign the service to the New Customer. The standard AT&T Transfer of Service form shall not contain terms that are inconsistent with the terms of this Section, and shall not impose any obligations on the Current Customer or the New Customer other than as provided in this Section.

B. The New Customer notifies AT&T in writing (using the same Transfer of Service form signed by the Current Customer)* that it agrees to assume all obligations of the Current Customer as of the Effective Date of the transfer. These obligations include, for example: all outstanding indebtedness for the service, the unexpired portion of any applicable minimum payment period(s), the unexpired portion of any term of service and usage and/or revenue commitment(s), and any applicable shortfall or termination liability(ies). .. Sx

C. The service is not interrupted at the time the transfer or assignment is made. Sx Sx

D. The Current Customer will no longer be AT&T's Customer for the service as of the Effective Date of the transfer, which will be the earlier of the date on which AT&T provides to the New Customer a written acceptance of the transfer or assignment, or the fifteenth day after AT&T receives a fully executed original of the Transfer of Service form, except: Sx Sx Cy .. Cy

1. The transfer will not be effective if, within fifteen days after AT&T receives a fully executed original of the Transfer of Service form, AT&T provides to the New Customer a written rejection of the requested transfer. AT&T may not unreasonably reject a transfer or assignment of service. AT&T may, for example, reject a transfer or assignment of service if the Current Customer or New Customer fails to supply the executed original(s) of the Transfer of Service form, fails to adequately identify the Current Customer or the service being transferred, asks that the transfer or assignment be made subject to conditions, or fails to furnish a deposit required in connection with the intended transfer pursuant to Section 2.5.8, following. AT&T will provide a written statement of its reason(s) for rejecting a transfer or assignment of service. Ny .. .. Ny

* The requirement that the transfer or assignment be made using the standard AT&T Transfer of Service form shall apply to transfer or assignment requests made on or after July 1, 1996. Cx
Certain material previously found on this page can now be found on Page 20.1.

x Effective date of material filed under Transmittal No. 9229 is advanced to May 10, 1996 under authority of Special Permission No. 96-0468.

y Issued on not less than one day's notice under authority of Special Permission No. 96-0468.

** All material on this page is reissued except as otherwise noted. **

2.1.8.D. Transfer of Assignment (continued)

2. If, within fifteen days after AT&T receives a fully executed original of the Transfer of Service form, AT&T notifies the Current Customer or New Customer in writing that a deposit is required in connection with the intended transfer pursuant to Section 2.5.6., preceding, and the requested transfer is not otherwise rejected as provided in 1., preceding, then the Effective Date of the transfer will be the date on which the deposit is furnished, provided that the requested transfer or assignment will be deemed to be withdrawn if a required deposit is not furnished within thirty (30) days after the date the deposit request is made. Nx

E. The Current Customer remains jointly and severally liable with the New Customer for any obligations existing as of the Effective Date of the transfer, except as provided in 1., following. These obligations include, for example: all outstanding indebtedness for the service, the unexpired portion of any applicable minimum payment period(s), the unexpired portion of any term of service and usage and/or revenue commitment(s), and any applicable shortfall or termination liability(ies). Mx

1. If the service being transferred or assigned is subject to an AT&T term plan, flex plan, or other discount plan with revenue or volume commitments offered under this Tariff, or a Contract Tariff under which WATS is provided (a Pricing Plan), then, to the extent specified in (a) through (c) following, the Current Customer is relieved of liability for charges that may be incurred after the Effective Date of the transfer, either as a result of a failure to meet revenue or volume commitments or monitoring conditions associated with such Pricing Plan (Shortfall Charges) or as a result of the discontinuance with liability of such Pricing Plan (Termination Charges). For purposes of these provisions, a charge is incurred on the date that the events giving rise to the charge become fixed (i.e., on the last day of a commitment period or the day on which a Pricing Plan is discontinued), not on the date the charge is billed.

(a) For a Shortfall Charge incurred for a commitment period that includes the Effective Date of the transfer, the Current Customer remains jointly and severally liable with the New Customer only for a percentage of the total Shortfall Charge equal to the number of days in the commitment period prior to such Effective Date divided by the total number of days in the commitment period.

(b) For a Termination Charge incurred less than 180 days after the Effective Date of the transfer, the Former Customer remains jointly and severally liable with the New Customer only for a percentage of the total Termination Charge equal to the difference between 180 and the number of days between such Effective Date and the date on which the Termination Charge is incurred, divided by 180.

(c) For a Shortfall Charge incurred for a commitment period after the commitment period that includes the Effective Date of the transfer, or for a Termination Charge incurred at least 180 days after the Effective Date of the transfer, the Former Customer is fully relieved of liability

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

Certain material on this page formerly appeared on Page 20.
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x Issued on not less than one day's notice under authority of Special Permission No. 96-0468.

2.5. Payments and Charges (continued) 2 Different TYPES

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2.5.8. Deposits - The following deposit provisions are applicable to WATS. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. When a deposit is required, AT&T will provide a written notification of the amount of the deposit and an explanation of the reason(s) for the deposit requirement. When a deposit is required in connection with an order for new service or an AT&T Pricing Plan, the Customer shall pay the deposit within the period specified by the Company, which shall be a minimum of ten (10) days after the date of the deposit notification, except as provided in Section 2.5.10, following, in connection with a Contract Tariff order. AT&T may defer installation activity while a deposit demand is pending. When a deposit is required in connection with existing service, the deposit shall be paid within 30 days after the date of the deposit notification. If the Customer refuses to pay a deposit required under this Section, AT&T may refuse to provide new service, or restrict or deny existing service for which the deposit is required. If as a result of a Customer's refusal to pay such a deposit, the existing service is ultimately disconnected, the Customer shall be liable for all applicable termination charges. In lieu of a cash deposit, the Company will accept as a deposit or as a portion of the deposit amount, irrevocable and commercially sound Bank Letters of Credit, Surety Bonds, pledges of assets as security under the Uniform Commercial Code or similar statutes, or Guarantees, or any combination of cash and these instruments.

A. Deposit for Recurring Charges - The Company will require a deposit from a Customer (1) who has a proven history of late payments to AT&T or (2) whose financial responsibility is not a matter of record (determined in accordance with 1., following). AT&T will hold the deposit as security for the payment of charges. The amount of this deposit will not three times the sum of the estimated average monthly usage charges and/or the monthly service charges.

1. To determine the financial responsibility of a Customer and/or the specific amount of any deposit required, AT&T will rely upon commercially reasonable factors to access and manage the risk of non-payment. These factors may include, but are not limited to, payment history for telecommunications service, the number of years in business, history of service with AT&T, bankruptcy history, current account treatment status, financial statement analysis, and commercial credit bureau rating.

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B. Deposit For Shortfall Charges - The Company will require a deposit from a Customer that meets each of the elements specified in 1. through 3., following, to be held as a **guarantee for the payment of any charge that may be incurred as a result of a failure to meet revenue or volume commitments** or monitoring conditions (Shortfall Charge) under an AT&T Pricing Plan (a term plan, flex plan, or other discount plan with revenue or volume commitments offered under this Tariff, or a Contract Tariff under which WATS is provided). The amount of this deposit will not exceed the **estimated Shortfall Charge**, to be determined in accordance with the applicable tariff provisions under which such Shortfall Charges would be assessed, based on the total annualized charges or usage calculated as specified in the applicable category under 2., following. A deposit will not be required under this Section if the amount of the estimated Shortfall Charge is less than $300,000. A deposit will be required when each of the three following requirements is met:

1. The Customer has subscribed to a Pricing Plan that includes a revenue or volume commitment based on charges or usage over a period of one year or longer.

2.5.6.B. Deposit for Shortfall Charges - (Continued)

2. The Customer is in one of the following categories (a) through (c). For purposes of these determinations, if any commitment under the Pricing Plan is based on charges or usage over a period of longer than one year, the commitment will be treated as an annual commitment equal to the amount of the commitment, divided by the number of months in the commitment period, multiplied by twelve. Mx ..

(a) AT&T has accepted the Customer's order for service under the Pricing Plan and the Customer has identified at least one location or telephone number to be served under the Pricing Plan, but the total annualized charges or usage from all such identified locations and telephone numbers are less than 50% of the annual commitments applicable during the first year of the Pricing Plan. Such total annualized charges or usage will be twelve times the greater of (i) the past month's billed usage or (ii) the average monthly billed usage during the preceding twelve months, or if billed usage information is not available for the preceding twelve months, then during the number of preceding months for which such billed usage information is available. Mx Mx Cx .. Cx Mx ..

(b) The Customer has been taking service under the Pricing Plan for at least six full billing months, and the total annualized charges or usage under the Pricing Plan are less than 85% of any currently applicable annual commitment under the Pricing Plan. Such total annualized charges or usage will be twelve times the greater of (i) the past month's billed charges or usage or (ii) the average monthly billed charges or usage during the preceding twelve months, or if billed usage information is not available for the preceding twelve months, then during the number of preceding months for which such billed usage information is available. Mx Cx Cx Cx Cx

(c) The Customer has requested that **AT&T remove specified locations or telephone numbers from the Pricing Plan**, and the total annualized charges or usage from the locations or **telephone numbers that would remain under the Pricing Plan** are less than 50% (during the first six full billing months of the term of the Pricing Plan), or 85% (after the sixth full billing month of the term of the Pricing Plan), **of any currently applicable commitment under the Pricing Plan**. Such total annualized charges or usage will be determined using the same methodology as specified in (b), preceding. Cx Cx

3. The Customer's net assets (based on a review of an audited financial statement, if available, and other information available to AT&T) are less than three times the amount of its total commitments to AT&T under tariffed service arrangements, or the Customer's financial responsibility is not a matter of record (determined in accordance with A.1., preceding).

C. **Interest on a Cash Deposit** - Interest will be paid to a Customer for the period that a cash deposit is held by AT&T.

Plaintiffs note: Obligations remain on the former customers plan as end-user locations are removed. AT&T covered itself whether accounts were either transferred away via 2.1.8 or deleted from plan via 3.3.1.Q. This was the (Tr.9229) outcome of the AT&T Counsel Meade certification to Judge Politan as to what AT&T was going to do in the future for large traffic only transfers. Make the former customer that had to keep the customer plan commitments post deposits against shortfall. This did not affect plaintiff's CCI-PSE transfer because as normal it was a tariff change that of course was prospective.

Certain material on this page formerly appeared on Page 28.
Certain material previously found on this page can now be found on Page 28.1.1.
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