

April 16th , 2007

Commission's Secretary
Marlene H. Dortch
Office of the Secretary
Federal Communications Commission
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Re: WC Docket No. 06-210
CCB/CPD 96-20

Comments In Support of a Summary Decision Against AT&T

To Whom It May Concern:

I, Joseph J. Kearney, make these comments voluntarily and without compensation to assist the Federal Communications Commission (FCC) in its consideration of the Declaratory Rulings' requested by Petitioners in the above referenced proceeding.

I am hopeful my comments will be enlightening to the FCC on this matter, as they are the viewpoints of someone who was both an AT&T employee for many years as well as an AT&T aggregator and therefore am very familiar with AT&T tariffs and procedures.

My AT&T Back Ground

I had been employed in the telecommunications industry for over twenty years, ten of which were spent as an employee of both Bell of Pennsylvania and AT&T.

During my employment with AT&T I utilized AT&T section 2.1.8 and the AT&T Transfer of Service Agreement. I am very familiar with the business strategy

employed by AT&T in implementing these plans that was carried out utilizing the tariff regulations governing them.

I have reviewed AT&T's latest false assertions regarding AT&T's incredible attempt to cover-up for its November 28th 1995 clear concession that under tariff section 2.1.8 the transferors revenue commitments and associated shortfall and termination obligations do not transfer on the "traffic only" transfer at issue. No one can read that statement and not understand that AT&T's counsel was explicitly stating what the tariff dictated on "traffic only" transfers.

I do not know how much more emphatic I can be when stating the fact that while I was an employee of AT&T never did plan obligations transfer on a "traffic only" transfer. The "all obligations" phrase in the tariff pertains to all the obligations--- BUT----- only on that which has been transferred! That is the way the many traffic only transfers that I was personally involved in as both a long time AT&T employee and as an aggregator worked. The FCC is also aware that any ambiguity is construed in petitioner's favor.

The tell tale sign of this entire case is the fact that **AT&T can not produce any evidence** showing that a transferee completed a new AT&T Network Services Commitment Contract to accept the increased revenue commitments that AT&T falsely claims would transfer from the transferor on a "traffic only" transfer. Plan obligations never transferred on a "traffic only" transfers and still do not today; **that is why there is NO EVIDENCE!!!!**

What I also found as key evidence was the changes AT&T made to section 2.1.8 made in November 1995, May 1996 and February 2002. Petitioners were able to utilize the federal tariff coding system to show what a change was as opposed to a further clarification of section 2.1.8 at the time they did their “traffic only” transfer in the beginning of 1995.

Utilizing the federal coding system petitioners were able to show 1) joint and several liability only pertained to plan transfers and 2) plan obligations did not transfer on “traffic only” transfers.

What was also very telling evidence was that AT&T later required the deposit requirements had to go on the transferors plan and not the transferees plan because the transferors plan of course was the entity that continued to maintain its plan commitments.

The 2.1.8 tariff analysis made by petitioners was right on target. Petitioners pointed out that for AT&T's all obligation theory to be true, the transferee would have to be responsible to pay the bad debt on account traffic that remained with transferor not accepted by transferee. Can you imagine that! Simply Preposterous! It never did work that way and still does not work that way today.

The FCC should immediately act upon petitioners request for summary decision in petitioners favor. It is amazing that AT&T has been allowed to get away with this injustice for this long.

Respectfully submitted,

//Signed// Joseph J. Kearney

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