

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
Via Email
Deena.Shetler@fcc.gov
FCC Contractor
fcc@bcpiweb.com
Re: WC Docket No. 06-210
CCB/CPD 96-20

Dear FCC

It has now been conclusively established as per the tariff that the type of obligations that CCI must maintain for its "non transferred" plans revenue commitment and the shortfall and termination obligations must by tariff definition be the CSTPII/RVPP plans **controllable customer of record obligations**---- **not** the **non controllable/ non customer of record** joint and several liability obligations.

Here as Exhibit A is AT&T's 2003 Comments at pgs 1 and 2 which stressed the point that petitioners were AT&T's **customer of record**:

The Public Notice requested additional comments on two issues regarding AT&T's Tariff F.C.C. No. 2 in effect in January 1995. First, the Commission sought comment "on the nature of the relationship, if any, between AT&T and the end-user customers of AT&T's customers, under AT&T's Tariff No. 2 generally, and specifically, under the tariff provisions governing the [Revenue Volume Pricing Plan ("RVPP") and the Customer Specific Term Plans II ("CSTP II")] Plans at issue in this matter." AT&T demonstrated in its Further Comments that under the relevant tariffs **Petitioners were AT&T's customers of record** and that AT&T did not have any carrier relationship with Petitioners' customers (the "end users"). Petitioners do not dispute the accuracy of these statements

AT&T's post DC Circuit 2.1.8 interpretation states that after the traffic transfer CCI's obligations are then relegated to the non controllable joint and several liability obligations. Of course that is false because of the non disputed fact that CCI keeps its plans and can still after the "traffic only" transfer control its revenue/shortfall obligation (3.3.1.Q bullet 4) and the termination obligation (tariff section 5). Of course it is also false because if CCI were to remain (J&S) liable that by definition means the controllable customer of record S&T plan obligations transfer to PSE. That of course is false because it is non-disputed fact that CCI keeps its plans. It is also a non disputed fact that there can not be two AT&T customers or record **simultaneously in control of a CSTP/RVPP plan**. The AT&T customer of record which controls the ability to meet obligations is the customer of record and the customer that has no control remains jointly and severally liable if there had been a previous plan transfer. Obviously PSE is not in control of the plans that CCI did not transfer.

By tariff definition customer of record S&T obligations for the plan are controlled by the customer of record for the plan that does not transfer—thus S&T obligations do not transfer.

Obviously AT&T's "all obligations" theory that S&T obligations transfer on a "traffic only" transfer is thus proven patently false in accordance with AT&T's tariff.

It has now been several days since Mr Kearney filed his comments and petitioners counsel Mr Arleo's sent AT&T counsel Mr Brown a very short 2 paragraph letter regarding AT&T's bogus interpretation for 2.1.8 which related to AT&T's bogus position that 2.1.8's "remaining jointly and severally (J&S) liable provision was CCI's after the traffic only transfer. AT&T's 2.1.8 J&S interpretation not only is opposite of what the its tariff states on a "traffic only" transfer, but the same absurd AT&T interpretation is opposite Tariff No 2 in reference to AT&T's ability under its tariff to inflict S&T charges on plans that were not pre 6/17/94 grandfathered/immune. AT&T's attempt to re-define 2.1.8's remaining J&S provision has AT&T in a pickle because AT&T's interpretation is not only at odds what the tariff states but simply doesn't make any common sense.

AT&T knows that any comment that it makes that opposes the clear tariff definition that the customer of record obligations remain with the plan that obviously remains controllable by CCI, would be an egregious insult to the Commission staff's intelligence.

AT&T has come up with some incredibly bizarre defenses but what is most telling is when AT&T offers "no argument at all" because there is simply no way it can spin a clear definition of what an AT&T customers CSTPII/RVPP plan enables it to control after the "traffic only" transfer.

AT&T recognizes that throughout its briefs that it has stressed to the FCC that CCI remains AT&T's customer of record but that means S&T obligations stay with CCI. AT&T's switch to CCI now having the non controllable J&S liability obligations on a "traffic only" transfer however is so easy to see that it is patently false because CCI obviously does remain in total control of its Customer Specific Term Plans/Revenue Volume Pricing Plans (CSTP/RVPP)

If AT&T's current 2.1.8 interpretation was valid AT&T would have been able to immediately send a letter to Mr Arleo explaining why AT&T's argument was not inconsistent with its tariff. More importantly contact the FCC and explain where former AT&T sales manager Mr Kearney's 2.1.8's tariff analysis on 2.1.8's J&S provision, 3.3.1.Q definitions, and tariff section 5---- is faulty.

AT&T at this point knows that it can not come up with anything that would sound reasonable. AT&T is sitting there trying to figure out what other way it can scam its way out of not being found in violation of its tariff. Another incredibly trumped up sanction request—of the **severest form!**? What else does AT&T counsel have in store to keep the FCC and all commentators laughing at its pathetic nonsense?

This case is now to the point that if AT&T files more nonsense to delay the resolution of the case the FCC must step in and sanction AT&T and its counsel. AT&T counsel has gone well beyond the point of advocacy and the Commission has to be absolutely insulted and disgusted with the charade AT&T has engaged in to waste the Commissions time.

Petitioners respectfully ask that based upon the overwhelming evidence that an FCC Decision be expedited on the “traffic only” transfer issue and all other Declaratory Ruling requests.

Respectfully submitted
/s/ Al Inga
Al Inga Pres
One Stop Financial, Inc
Group Discounts, Inc.
Winback & Conserve Program, Inc.
800 Discounts, Inc.

EXHIBIT A

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

In the Matter of:)
)
JOINT PETITION FOR DECLARATORY RULING ON THE)
ASSIGNMENT OF ACCOUNTS (TRAFFIC) WITHOUT THE) CCB/CPD 96-20
ASSOCIATED CSTP II PLANS UNDER AT&T TARIFF)
F.C.C. NO. 2)
)
ON REFERRAL BY THE UNITED STATES COURT OF)
APPEALS FOR THE THIRD CIRCUIT)

AT&T CORP. FURTHER REPLY COMMENTS

Pursuant to the Commission’s Public Notice released February 13, 2003 (DA 03-436), subsequent scheduling orders (DA 03-635 and 03-943), and Section 1.2 of the Commission’s Rules, 47 C.F.R. §1.2, AT&T Corp. (“AT&T”) submits these Further Reply Comments, responding to the Comments of 800 Discounts, Inc., One Stop Financial, Inc., Winback & Conserve Program, Inc. (“Winback & Conserve”) and Group Discounts, Inc.¹

The Public Notice requested additional comments on two issues regarding AT&T’s Tariff F.C.C. No. 2 in effect in January 1995. First, the Commission sought comment “on the nature of the relationship, if any, between AT&T and the end-user customers of AT&T’s customers, under AT&T’s Tariff No. 2 generally, and specifically,

under the tariff provisions governing the [Revenue Volume Pricing Plan (“RVPP”) and

¹ These companies and Combined Companies, Inc. (“CCI”) are collectively referred to herein as the “Petitioners” or “Inga Companies.”

the Customer Specific Term Plans II (“CSTP II”)] Plans at issue in this matter.” AT&T demonstrated in its Further Comments that under the relevant tariffs Petitioners were AT&T’s customers of record and that AT&T did not have any carrier relationship with Petitioners’ customers (the “end users”). Petitioners do not dispute the accuracy of these statements; just to the contrary, they repeatedly concede that they, and not AT&T, had the exclusive carrier-customer relationship with the end users. Similarly, the Petitioners acknowledge that, although AT&T also rendered bills to Winback & Conserve’s end users on behalf of the latter entity, the billing arrangement selected by the reseller did not create any carrier-customer relationship between AT&T and the end users.

Second, the Public Notice requested comment on the remedy that AT&T could exercise under its AT&T’s Tariff F.C.C. No. 2 “if AT&T had reason to believe that its customer is violating Section 2.2.4 of that tariff by [u]sing or attempting to use [800 service] with the intent to avoid the payment, either in whole or in part, of any of [AT&T’s] tariffed charges by ... [u]sing fraudulent means or devices, tricks, [or] schemes.” Petitioner’s Comments do not address this issue at all. Instead, they principally argue issues which were not referred to the Commission by the federal courts, and none of which were within the scope of the Commission’s February 13, 2003 Public Notice. Absent a Commission directive to the contrary, AT&T will not address these extraneous arguments in this filing. Moreover, with respect to the second issue framed in the Public Notice, AT&T showed in its Further Comments – and that showing now stands un rebutted – that its tariff authorized AT&T to withhold consent to Petitioners’ “fractionalization” scheme because AT&T had reason to believe that the request to